



RENTAL AGREEMENT

THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN THE PERSON NAMED ON THE CONTRACT ("RENTER") AND THE RV RENTAL FACTORY, LLC ("AGENT"). THIS IS A STAND ALONE CONTRACT IF RENTING DIRECTLY THROUGH THE RV RENTAL FACTORY, LLC OR IN ADDITION TO THE TERMS AND AGREEMENTS BETWEEN THE "RENTER" AND THE RENTAL PLATFORM.

THE RV RENTAL FACTORY, LLC (AGENT) AND RENTER AGREE AS FOLLOWS:

1. PARTIES AND AUTHORITY: The RV described herein is owned by the **OWNER** and rented through The RV Rental Factory, LLC ("**AGENT**"), acting as the **OWNER's** exclusive agent. **RENTER** acknowledges that **AGENT** has full authority to manage, operate, and enforce all rental rules, collect payments, and assess fees on behalf of the **OWNER**. **RENTER** agrees to comply with all terms and operational policies established by **AGENT**, including those outlined in this agreement and any supplemental operational instructions provided at orientation. **RENTER** acknowledges receipt of operational terms consistent with **AGENT's** obligations to the **OWNER** under the Consignment Agreement and agrees to comply with all damage, restricted-use, and liability policies that protect the **OWNER's** vehicle.

2. PAYMENT POLICY: **RENTER** agrees to pay 50% of the total rental balance at the time of booking, with the remaining balance due 30 days prior to the rental. Holiday or event week rentals require full payment at booking. A \$750.00 security deposit is required at pickup unless already paid via a third-party platform such as RVshare, Outdoorsy, Good Sam, or RVerzy. Credit card payments incur a 2.95% processing fee. The security deposit will first be applied to damages, overages, or other fees. Any remaining balance will be refunded within ten (10) business days. Costs exceeding the security deposit may be charged directly to the **RENTER** but not to the **OWNER**, unless otherwise covered by insurance or agreed in writing. All fees and charges are authorized to be collected by **AGENT** on behalf of **OWNER**.

3. CANCELLATION POLICY AND RV ABANDONMENT: Payments are refundable at 100% if canceled more than 30 days prior to the reservation. Cancellations between 8 and 30 days of the rental are refundable at 50%. Cancellations at 7 days or less of the rental are non-refundable. A 24-hour grace period applies after booking. No refunds are provided for early check-outs, no-shows, or holiday/event reservations. Unforeseen circumstances, such as extreme weather or pandemics, will be addressed on a case-by-case basis at **AGENT's** discretion. In the event of abandonment or other violation of this agreement, **AGENT** may retain applicable fees, including forfeited security deposits and retrieval charges. **OWNER** compensation will reflect only revenue actually

received; **OWNER** shall not be responsible for losses recovered from **RENTER**. Abandonment of the RV constitutes immediate forfeiture of the security deposit (refer to Section 2) and incurs a \$5,000.00 retrieval fee, plus costs for lost or missing items. **RENTER** waives rights to dispute claims in such cases and is responsible for lost rental income. Nothing in this Agreement shall shift the **OWNER's** storage fee obligations under the Consignment Agreement onto the **RENTER**, unless the delay or extended storage results solely from **RENTER's** abandonment or breach.

4. RENTAL PERIOD EXTENSION: Any extension of the rental period must be approved by **AGENT**. This agreement automatically extends to cover approved extensions. **RENTER** is responsible for all additional nightly rates, insurance costs, and associated fees for the extended period.

5. LIABILITY, INSURANCE, AND INDEMNIFICATION: **RENTER** assumes full responsibility for all damages, losses, or injuries arising from the use or operation of the RV, including recreational activities. This includes damage to the RV or its contents, appliances, equipment, or supplied items. **RENTER** is required to maintain insurance coverage for the entire rental period, either through **AGENT's** third-party provider or commercial policy. All drivers must be at least twenty-five (25) years old and listed as authorized drivers. If an unauthorized driver causes damage or an accident, **RENTER** is fully responsible for all related costs, including repairs, deductibles, and other expenses. The security deposit (refer to Section 2) will be held to cover deductibles, damages, lost items, overages, or loss of income due to damage. Costs exceeding the security deposit are the responsibility of **RENTER**. **RENTER** acknowledges and agrees that they are the primary responsible party for loss or damage during the rental period, and that **AGENT** shall first seek recovery from **RENTER** or applicable rental insurance before any charges may be assessed against the **OWNER**. Any remaining balance will be refunded within ten (10) business days after post-rental inspection. The vehicle **OWNER's** personal insurance does not apply during any period in which the vehicle is subject to an active rental contract. **RENTER** agrees to indemnify and hold harmless **AGENT** and

the vehicle **OWNER** (if different from **AGENT**) from all claims, losses, damages, or injuries, including third-party claims, arising from the use of the RV. **AGENT** is not responsible for personal belongings left in the RV or for temporary interruptions in water, gas, electricity, or plumbing. **RENTER** agrees to the full replacement value of the RV as determined by **AGENT's** insurance carrier. **AGENT** is authorized to perform emergency or minor repairs to the RV, including towing, up to a cost of \$200 without prior **OWNER** approval. The **OWNER** will be notified of such repairs in a reasonable timeframe. Any repairs exceeding \$200 require **OWNER** authorization, which will be deemed granted if no response is received within 48 hours. **RENTER** is responsible for reporting malfunctions, damage, or mechanical issues immediately. Failure to report issues promptly may result in charges or deductions from the security deposit.

6. FEES AND ADDITIONAL CHARGES: The following fees may be applied as applicable: Excessive cleaning: \$250.00, Dumping fee: \$150.00, Holiday pickup/return fee: \$150.00, Late return or late pickup beyond one hour: \$100.00, Propane refill fee: \$50.00/tank plus cost of propane (charged to security deposit), Fuel refill fee: \$100.00 plus cost of fuel (charged to security deposit), Pet-related cleaning/repair fee: \$250.00. **RENTER** is responsible for all tolls, traffic, and parking violations. Driveable RVs equipped with Illinois' IPASS will be billed upon return utilizing our TOLLSPOT feature. All fees and charges are authorized to be collected by **AGENT** via the credit card on file. **RENTER** acknowledges that **AGENT** has full authority to enforce the rules and fees outlined in this agreement. **OWNER** has authorized **AGENT** to collect all applicable fees, fines, or charges from **RENTER**, including but not limited to cleaning, fuel, propane, mileage overages, late returns, and damage-related costs. Damage-related fees recovered from **RENTER** shall be applied toward **OWNER/AGENT** revenue distribution in accordance with the Consignment Agreement, except that **AGENT** may retain administrative fees, late return penalties, cancellation fees, and other amounts specifically allocated to **AGENT** under the Consignment Agreement.

7. PICKUP AND RETURN OF THE RV: Pickup is by appointment only and requires up to a 60 minute orientation on RV operations. Pickup times are scheduled on a first-come, first-served basis. Early or late pickups within one hour of the scheduled time may be accommodated as a courtesy. If **RENTER** is late to pick up or return beyond one hour, an additional \$100.00 fee will be applied and may include additional financial responsibility for lost rental income if another rental is affected. Keys will not be

released until the security deposit is collected and all forms are signed. Missed appointments may be rescheduled for the next available time. The RV must be returned at the agreed-upon time, location, and condition/cleanliness as received. No refunds are provided for early returns. A check-out walk-through is conducted at return, and a detailed post-rental inspection is completed within ten (10) days. Any applicable fees will be deducted from the security deposit (refer to Section 2), and the remaining balance refunded via the original payment method.

8. RV OPERATIONS: RENTER may not operate the RV on non-paved roads outside licensed RV parks. Unauthorized travel may result in forfeiture of the security deposit (refer to Section 2) and additional charges. Towing is prohibited without prior written approval. **RENTER** is responsible for ensuring safe and proper operation of the RV during the rental, including: Tires: Inspect tires before and during use; report any damage immediately. **RENTER** is responsible for tire damage or replacement caused by negligence. Fluids & Wipers: Check and maintain oil, coolant, windshield wiper fluid, and other essential fluids. **RENTER** responsible for damages caused by low or neglected fluids. Headlights, Signals, and Safety Equipment: All lights, indicators, brakes, and safety devices must be operational. Report malfunctions immediately. Lockouts: **RENTER** is responsible for any lockouts. Costs for locksmith services or replacement keys are the responsibility of the **RENTER**. Reporting Malfunctions: Any mechanical or electrical issues discovered during the rental must be reported immediately. Failure to follow proper maintenance or report issues promptly may result in deduction from the security deposit (refer to Section 2) or additional charges as determined by **AGENT**.

9. CAMPGROUND RESERVATIONS AND DRY CAMPING: RENTER is responsible for all campground reservations and fees. **AGENT** is not liable for cancellations, errors, or changes by the campground. Sites should accommodate RV-ready hookups for water and electricity. **RENTER** assumes full responsibility for limited water, tank, battery, and propane capacity for sites without water and electricity. **AGENT** is not liable for unmet expectations or restricted capabilities.

10. MILEAGE AND GENERATOR USE: Driveable RV rentals include 200 miles and 4 generator hours per paid night. Additional mileage is \$0.35/mile; additional generator hours are \$4/hour. Towable RVs with generators include 4 generator hours per paid night; extra hours are \$4/hour. Fees are due upon return.

11. OCCUPANCY AND PETS: Maximum occupancy is as specified by the RV manufacturer. Only dogs are permitted. Pet-related damages may incur a cleaning/repair fee.

12. SMOKING AND VAPING: Smoking or vaping inside the RV is strictly prohibited. Violations incur an excessive cleaning fee.

13. SUPPLIED ITEMS: **RENTER** is responsible for replacement costs of any supplied items that are lost or damaged.

14. FUEL AND PROPANE: **RENTER** must refuel driveable RVs with the correct fuel type as discussed at orientation and return the RV with a full fuel tank and full propane tank(s). If RV is returned with less than full fuel or propane, refill fees will apply.

15. AWNING, ROOFTOP, AND APPLIANCES: Exterior awnings (if equipped) may be used with caution; **RENTER** is liable for damages. Rooftop access is prohibited except for cleaning prior to departure. Appliances must be used as instructed; malfunctions are not grounds for refund.

16. GPS AND RESTRICTED USE: RV GPS may not be removed or tampered with. Providing false destinations or attending prohibited events may result in forfeiture of the security deposit (refer to Section 2) and immediate return of the RV. Festivals or concerts require prior **AGENT** approval.

17. WASTE TANKS: **RENTER** must properly use and empty the black and gray tanks. Improper use will incur a dumping fee. Only RV-safe toilet paper may be used in the black tank; no food or foreign objects may enter the gray or black tanks. Instructions are provided at orientation.

18. RV DELIVERY (if applicable): Once an RV has been delivered and set up by **AGENT** at the **RENTER's** designated location, it must remain stationary and may not be moved, towed, or relocated by **RENTER** or any other party. Only authorized representatives of **AGENT** are permitted to move or reposition the RV, unless in the event of an emergency, in which **AGENT** must be notified immediately of such movement and circumstances requiring it. If feasible, **AGENT** will respond to move the RV for **RENTER**. For safety and security purposes, the RV may be equipped with a trailer hitch lock. **RENTER** is strictly prohibited from removing, tampering with, or attempting to bypass this lock under any circumstances. Any unauthorized movement, relocation, or removal of the trailer hitch

lock will be considered a breach of this Agreement and may result in immediate termination of the rental, forfeiture of all fees and deposits, and **RENTER's** full financial responsibility for any resulting damage, towing costs, or losses. Any breach of this Agreement will also result in cancellation of the rental and **AGENT** will pick up the RV immediately. No refund will be issued if Agreement is breached and rental is terminated.

19. OPTIONAL ADDITIONAL PROTECTION: Interior damage protection and trip insurance are offered through a third party vendor, IMG Global. If selected, **RENTER** will be charged for any damages and must seek reimbursement through IMG Global, same applies when seeking reimbursement for trip payment due to cancellations.

20. ADDITIONAL TERMS: **RENTER** releases **AGENT** from all claims, losses, or injuries and agrees to indemnify **AGENT** as outlined in Section 4. Violations may result in immediate termination of the rental, and **RENTER** is responsible for attorney fees and costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue shall be McHenry County, Illinois. Any dispute arising from this Agreement shall be resolved exclusively in McHenry County, Illinois, through binding arbitration under Illinois law, in accordance with the same dispute resolution terms applicable under the Consignment Agreement. **AGENT** retains the right to elect court action solely for the purpose of collecting unpaid sums or enforcing judgment. **RENTER** acknowledges that **AGENT** has full authority to enforce the rules and fees outlined in this agreement. **OWNER** has authorized **AGENT** to collect all applicable fees, fines, or charges from **RENTER**, including but not limited to cleaning, fuel, propane, mileage overages, late returns, and damage-related costs. **OWNER** agrees to this collection and enforcement authority, and all collected fees are applied toward **OWNER/AGENT** revenue distribution as described herein. In the event of any conflict between the terms relating to renter operational obligations, damage liability, security deposit deductions, insurance claims, or enforcement of renter responsibilities, the terms of the Renter Agreement shall control as to renter obligations. The terms of the Consignment Agreement (or Rental Agreement, as applicable) shall control as to the distribution of recovered funds between **AGENT** and **OWNER**.

21. FEES AUTHORIZATION: By signing, **RENTER** authorizes **AGENT** to charge the credit card on file for any extra fees, damages, or additional services incurred during the rental.