

## **TERMS AND CONDITIONS**

1. All the terms and conditions found in this form, any addenda and any additional materials we provide, are expressly made a part of the Rental Agreement (the "Agreement") between the person identified as the Renter on the Rental Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction (herein collectively referred to as "Renter") and New Braunfels Outdoor Adventures, LLC ("NBOA", "we", "our, and "us"). Renter is not, and shall not hold himself out to be, an agent or employee of NBOA, or in any capacity other than Renter. Renter shall have no authority to represent or make commitment binding upon NBOA, Renter may not assign or sublet the Trailer. Where Renter has released and/or indemnified NBOA, Renter has also released and/or indemnified the officers, employees, and agents of NBOA.
2. Definitions: "Trailer" means the recreational vehicle identified in the Agreement and any vehicle we substitute for it. "Rental Period" shall commence on the effective date shown on the Rental Agreement and ends when the Trailer is returned by the Renter to NBOA's location, or pick-up by NBOA. "Loss of use" means the loss of our ability to use the Trailer for any purpose due to damage to it, loss of it or delay of returning it, to be calculated by multiplying the number of days the trailer is unavailable times the daily rental rate. "Delivery" means when NBOA, or an agent authorized by NBOA, transports the Trailer to or from a location as directed by the Renter as per the terms of the Agreement.
3. Renter shall indemnify and hold harmless NBOA from any and all claims, cost and damages to the rental trailer and related equipment, including any loss of use by Renter of the trailer, arising from the operation, maintenance and use of the trailer during the term of this agreement. Renter represents to NBOA the Renter shall provide, at Renter's expense, compulsory liability insurance covering the tow vehicle and rental trailer, and that Renter shall indemnify and hold harmless NBOA from any and all third party claims arising from the operation maintenance and use of the rental trailer during the term of this agreement, and by Renter's initials does hereby acknowledge that NBOA does not provide liability insurance covering the rental trailer or the Renter's operation, maintenance and use of same.
4. NBOA shall not be liable for any damage to property or injury to persons (including death) resulting through the use, operation or possession of the Trailer and Renter shall hold NBOA harmless from liabilities resulting from such damage or injury.
5. This is an agreement for the rental of the Trailer. In the event of a breach of any of the terms and provisions of the Agreement by Renter, NBOA may, without prior demand, take possession of the Trailer by entry upon Renter's premises if necessary, with or without process of law. Renter agrees to indemnify us, defend us and hold us harmless from any and all claims, liability, cost and attorney fees we incur resulting from, or arising out of, this rental and Renter's use of the Trailer.
6. NBOA reserves the right to cancel or modify a reservation if payment is not made on or before the due date. A security deposit, in the amount indicated on the Rental Agreement will be collected prior to pick-up by Renter or delivery by NBOA and can be used by NBOA towards the cost of damages, fees and unpaid amounts owed by the renter as per the terms of this Agreement. Any remaining balance of the security deposit will be refunded within 30 days after the completion of the rental.
7. Renter is responsible for all damage to the Trailer, which includes the cost of repair or the actual retail cash value of the Trailer if it cannot be repaired or if we elect not to repair it, loss of use, diminished value of the Trailer caused by damage to it or repair of it, missing equipment, and a reasonable charge for administrative expenses incurred processing a damage claim. Renter is responsible for damages caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). Renter is responsible for damages caused by theft and vandalism of the Trailer.
8. Renter must report all accidents or incidents of theft and vandalism to the police upon discovery and provide a copy of the police report to NBOA. Renter must report all accidents and damage involving the Trailer to NBOA within 24 hours of occurrence or before the end of the rental period, whichever occurs first. No reimbursement for out of pocket expenses will be paid to Renter unless prior authorization has been given by NBOA, and receipts of repairs are given to NBOA on return.
9. If the stove, bathroom, refrigerator, freezer, A/C or heater malfunction and were not usable and it was not caused by the renter, you may be reimbursed up to \$25.00 per day at the discretion of NBOA. The Awning, Radio, TV, Microwave, Coffee Pot, etc. are convenience items and no compensation will be made to the Renter in the event of any malfunction. Flat tires are the responsibility of Renter. All blown out tires must be returned to NBOA and cannot be left with any service shop or roadside assistance technician.

**Upon acceptance of the Trailer, Renter is responsible for completing a Walk-Thru, & informing NBOA of any defect or damage within 1 hour of arrival.**

**It is the renters responsibility to contact NBOA about ANY issue prior to leaving the trailer. Renter will be charged an additional service fee for “failure to notify” and could be charged for “loss of rents” if the next rental is inconvenienced in any way from the damage or failure to notify.**

10. Renter is responsible for checking the Agreement for accuracy. No refunds will be given on days that were originally booked, then shortened. Extending the length of a rental is dependent on availability and must be done in writing, prior to the original end date. Name changes are not allowed on an already booked reservation.
11. RENTER TOW: Renter agrees that the Trailer shall be operated by a properly licensed driver and not by any person under the age of 25 or by any person while such person is under the influence of intoxicants or narcotics. Renter agrees that Trailer will not be used for any illegal purpose, operated over any rough terrain, on any coastal beach, to propel or tow any vehicle, or in excess of the safe speed with regard to all conditions. Renter understands and agrees that the use of the Trailer is confined to the continental United States. Renter will be responsible for all traffic violations and any costs incurred as a result of same.
12. RENTER TOW: In the event the Trailer is not returned by the Renter to the pick-up location, Renter agrees to pay, upon NBOA’s demand, in addition to all other sums payable and all other liabilities incurred under this Agreement, a full day’s rental charge, plus \$4.00 per mile until its recovery and return.

**WARNING: FAILURE TO PROMPTLY RETURN THE LEASED PROPERTY MAY RESULT IN A CRIMINAL PROSECUTION AS PROVIDED FOR UNDER CURRENT STATE LAW.**

13. DELIVERY: NBOA makes no warranties, express, implied or apparent, regarding the delivery of the Trailer. Delivery is limited to a select area and as available by NBOA. NBOA does not guarantee a delivery time. Renter agrees to pay all expenses incurred by NBOA during the Delivery in addition to the delivery charge indicated on the Agreement. NBOA reserves the right to refuse any delivery and may do so in our sole discretion, at any time and without liability to us. NBOA will execute that right when, but not limited to, cases in which: (1) delivery may cause damage or loss to our trailers or vehicles, (2) delivery may cause delay of other deliveries, (3) the delivery location is not accessible for any reason, including but not limited to campground policies, or (4) full payment has not been received. Renter authorizes NBOA to make all decisions involved in the delivery of the trailer. Renter represents and warrants to NBOA that full authorization and permission has been granted to both Renter and NBOA by the legal owner or representative of the property on which the trailer will delivered and any properties requiring access during the delivery.
14. Renter agrees to return the Trailer in the same condition as when rented. Trailer must be clean inside or a cleaning fee will be assessed and if Trailer was towed by Renter, holding tanks must be emptied to avoid an extra charge. Returning the Trailer earlier than scheduled date or time will not result in credit or refund. Renter agrees not to abandon the Trailer.
15. Renter agrees to pay NBOA for any period during which the Trailer is held beyond the expiration time on the basis of \$25 per hour for every hour, or any portion of an hour, the trailer is overdue. Renter further agrees to pay, upon demand by NBOA, any rental fees lost to, or liabilities incurred by NBOA due to the delay of return by Renter.
16. If Renter has insurance covering loss or damage, Renter shall exercise all rights available to him under said insurance, take all action necessary to process said claim and further agree to assign said claim and any and all proceeds from insurance to NBOA.
17. Renter releases NBOA, our agents and employees from all claims for loss of, or damage to, Renter’s personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Trailer, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
18. A waiver by NBOA of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renter’s obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Renter shall release NBOA from any liability of consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If the Trailer is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Trailer is inoperable. If

any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

19. Renter acknowledges that not all Trailers listed for rental by NBOA are owned by NBOA, but instead are being rented pursuant to a third party agreement with the owner of the trailer.

NBOA'S ABILITY TO PROVIDE A RENTAL UNIT, IF RESERVED, IS CONTINGENT UPON AND SUBJECT TO THE RETURN OF THE UNIT BY THE PREVIOUS RENTER, AND TO ACCIDENTS AND OTHER CAUSES BEYOND NBOA'S CONTROL.

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. NBOA MAKES NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REGARDING THE TRAILER, NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE TRAILER IS FIT FOR A PARTICULAR PURPOSE.

BY EXECUTION OF THIS AGREEMENT, RENTER RELEASES AND HOLDS HARMLESS NBOA AND RENTAL OWNER FROM ANY AND ALL CLAIMS FOR DAMAGES AND CONSEQUENTIAL DAMAGES INCURRED BY RENTER AND ANY OTHER OCCUPANT OF THE RENTAL INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSON INJURY OR DEATH, COSTS FOR REPLACEMENT RENTALS, FUEL, TELEPHONE, TRAVEL, MEALS, LODGING COSTS, LOSS OF PERSONAL PROPERTY, LOSS OF REVENUE OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OF DAMAGE OF ANY KIND THAT RENTER OR ANY OCCUPANT OF THE RENTAL MAY INCUR.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS NBOA AND RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OF CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY NBOA AND TO PAY AN EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF NBOA AND/OR THE RENTAL OWNER.