



## ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: FEBRUARY 1, 2023

These Terms and Conditions and Page A of the Rental Contract signed by You together constitute the contract ("Contract") for the rental of the vehicle and all of its equipment, hereafter called "Vehicle." The Contract is between You and Cruise America, Inc., a Florida corporation, its subsidiaries ("Cruise Canada"), affiliates, and agents, hereafter called "Lessor."

1. **Nature of this Contract.** This Contract is solely for the purpose of creating a bailment that allows You to use the Vehicle as permitted by this Contract. You acknowledge that the Vehicle is owned by Lessor. No one other than Lessor may transfer the Vehicle or any rights or obligations under this Contract. Any attempted transfer or net lease of the Vehicle by anyone other than Lessor is void. You are not an agent of Lessor. Lessor makes no express or implied warranties, including any warranty that the Vehicle is fit for any particular purpose.
2. **Definitions.** The following terms shall have the following meanings in this Contract:
  - (a) For Personal rentals, "**You**" and "**Your**" means the person signing this Contract who accepts personal responsibility for fulfillment of the Terms and Conditions of this Contract secured by provision of a credit card in the person's name, all Authorized Operators described and listed on Page A of this Contract, all Passengers and any other persons on behalf of whom the Vehicle is rented. For purposes of this Contract, all such persons are construed to have entered a joint venture and shall be jointly and severally liable hereunder.
  - (b) For Commercial rentals, "**You**" and "**Your**" means the person signing this Contract is an entity representative accepting responsibility for fulfillment of the Terms and Conditions of this Contract on behalf of a corporate, governmental or institutional entity secured by an entity credit card or other acceptable means of credit, all Authorized Operators described and listed on Page A of this Contract or employees or persons authorized by entity, all Passengers and any other persons on behalf of whom the Vehicle is rented. For purposes of this Contract, the entity and all such persons are construed to have entered a joint venture and shall be jointly and severally liable hereunder.
  - (c) "**Lessor**" means Cruise America, Inc., a Florida corporation, its subsidiaries, affiliates, officers, directors, employees, agents, shareholders, and secured and unsecured lenders.

(d) **“Vehicle”**, unless noted to the contrary, means and encompasses all of the following:

Self-contained motorhomes, fun movers, truck campers, travel trailers and similar vehicles. Self-containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, and overall living facilities. It also includes all the tires, tools, accessories, bedding and linen, kitchen utensils, and all other supplies, equipment, and components attached to or contained in the Vehicle and/or provided by Lessor.

(e) **“Personal Injury Protection (PIP)”** where applicable and when included under this Contract, means that without payment of any additional fee by You, You are covered for personal injury in an amount which does not exceed the coverage required by applicable state/provincial law.

(f) **“Uninsured/Underinsured Motorist”** where applicable and when included under this Contract means a driver or owner of any motorized vehicle or vehicle which, under applicable law, is uninsured or underinsured for personal injury, wrongful death, or property damage which may be sustained by You or by any other definition accepted by the state or province in which the accident occurs.

3. **Who May Operate the Vehicle.** You and Authorized Operators whose names and driver’s license information appear on Page A of the Contract and whose presence is required at Vehicle checkout. You and Authorized Operators must be at least 21 years old and possess a valid, identifiable driver’s license, and be capable of vehicle operation at the sole discretion of Lessor.

4. **Your Responsibilities.**

(a) **Vehicle checkout.** You must receive instructions:

(i) On the operation, use, maintenance, safety precautions required on the use of all systems, including, but not limited to, use and installation of liquid propane, appliances, electrical systems, and fueling system.

(ii) On driving and safe operation of the Vehicle.

(iii) On Vehicle servicing responsibilities, including accessing Lessor’s 24-hour, toll-free telephone (1-800-334-4110) prior to continuance or operation of the Vehicle if in doubt about safe operation of the Vehicle. You must comprehend and be familiar with these responsibilities and have all questions answered to your satisfaction.

- (b) **Vehicle Usage.** You must operate the Vehicle safely in compliance with all applicable laws and regulations and in compliance with all Terms and Conditions of the Contract, including, but not limited to the following items:
- (i) Comply with the passenger seating “seat belt” law and child restraint law of any state or province in which Vehicle may be driven. You acknowledge that with any non-compliance of such laws, You shall be contributory and/or comparatively negligent to any injury resulting from such non-compliance.
  - (ii) Keep the Vehicle properly serviced and in good running order. Lessor will reimburse You for normal maintenance expenditures up to a maximum of \$75.00 during the rental period which will be credited towards rental, upon presentation of receipts. All amounts above \$75.00 will require authorization from Lessor by phone toll free 1-800-334-4110.
  - (iii) In the event of an accident resulting in injury to Vehicle occupants or third parties, or damage, loss, or theft to the Vehicle, whether or not due to Your fault, You agree to file an Accident/Vehicle Damage report immediately with the police and secure a copy of a police report and with Lessor by toll-free telephone 1-800-334-4110, and in no case, later than the first to occur of 24 hours after the accident or Your return of the Vehicle to the Lessor. You will obtain at the time of the accident and deliver to Lessor, the name, address, telephone number, driver’s license and description, location, owner’s name and address of injured parties and damaged property. Failure to comply with this provision will deny the Lessor the opportunity to properly investigate the accident, mitigate the claim and will void Vehicle damage protection coverages as provided under the Contract. (see Par. 5, 10 & 11)
  - (iv) Drive on public roads only; stop, park, and overnight in safe areas; and secure the Vehicle in a locked position with keys removed, when away from the Vehicle.
  - (v) Fire alarm, propane alarm, and carbon monoxide detectors are installed for your safety. It is your responsibility to perform the test procedures daily and to repair or replace any defective device (including battery replacement) prior to continued use of the Vehicle.
  - (vi) Perform safety inspections, including lights, tires, engine, generator, exhaust systems, mirrors, and Vehicle systems daily and correct any damage or defects prior to continued operation of the Vehicle.
  - (vii) Occupy and operate the Vehicle and its systems in a reasonable, safe and prudent manner and to protect, shelter, or clear the Vehicle from areas exposed to acts of nature in order to prevent avoidable Vehicle damage.
  - (viii) The Vehicle may be equipped with certain onboard technology such as GPS, antenna, and transceiver boxes or related equipment (“Onboard Equipment”). You agree not to tamper with Onboard Technology and agree to be responsible for any and all damage such as theft to such hardware which occurs during the Rental, regardless of cause.

- (c) **Vehicle Return.** You must return the Vehicle in the same condition as received on the date due at the location specified and at the time indicated on Page A of this Contract. If You fail to return the Vehicle on the date due on Page A of this Contract, a warrant may be issued for Your arrest for unlawfully having the Vehicle and this will be done in accordance with applicable laws. Lessor reserves the right to repossess the Vehicle at any time without demand, at Your expense if, in Lessor's sole judgment, the Vehicle appears to have been or is used in violation of the Contract or is illegally parked, or is used in violation of law, or is apparently abandoned. Any right to any hearing or to receive any notice or legal process is waived, as a precondition for Lessor recovering the Vehicle. You are responsible for reporting at Vehicle return and payment of ALL parking and traffic violations while the Vehicle was under Contract to You. You are responsible for reporting Vehicle problems and submission of any and all claims for reimbursement including, but not limited to, reimbursement of maintenance expenses as a result of Vehicle breakdown. All reimbursement claims must be supported by paid receipts and replaced parts where applicable.
- (d) **Declaration of Valuables.** It is foreseeable that you or your passengers will carry personal property in the Vehicle which will exceed the value limits contemplated and provided by the Lessor. See paragraph 9(d). You must provide a list of the property, proof of value and a certificate of property insurance at Vehicle checkout for any excluded items or property in excess of the limits provided.

## 5. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO VEHICLE.

- (a) **Breach of Contract.** If any Terms and Conditions of this Contract are breached, including, but not limited to, violation of any section of paragraphs 4 and 6, You are responsible for any and all loss of or damage to the Vehicle from any cause, regardless of fault, and all related expenses. Your responsibility will be (1) the fair market value of the Vehicle at the time of loss or damage, less salvage value, plus, as permitted by law, actual towing, storage and impound fees, an administrative charge for expenses associated with processing the loss and damage claim, a charge for loss of use, attorneys' fees and costs, and other related expenses and costs or (2) \$85,000, whichever is the lesser amount.
- (b) **Damage Charge.** If the Vehicle is used as permitted by the Terms and Conditions of this Contract, You are responsible for any and all loss of or damage to the Vehicle from any cause, regardless of fault, to a maximum of \$2,500.00 per occurrence.
- (c) **Zero Damage Plan (ZDP).** ZDP is an optional daily charge that You may purchase to limit Your responsibility for the Damage Charge in paragraph 5(b). Your initials in the ZDP box on Page A of this Contract and payment of proper charges for ZDP indicate your acceptance of ZDP.

The cost of ZDP is \$19.95 CAD per day of the rental period.

NOTICE ABOUT YOUR FINANCIAL RESPONSIBILITY AND THE ZDP: IN THE EVENT OF DAMAGE OR LOSS TO THE VEHICLE, REGARDLESS OF FAULT, YOU ARE RESPONSIBLE FOR UP TO \$85,000 (IF YOU BREACH PARAGRAPH 4 OR 6 OF THIS CONTRACT) OR \$2,500 (IF YOU ABIDE BY THE CONTRACT). YOUR PERSONAL INSURANCE POLICY OR THE CREDIT CARD USED TO PAY FOR THE RENTAL OF THE VEHICLE MAY PROVIDE COVERAGE FOR ALL OR A PORTION OF YOUR POTENTIAL LIABILITY UNDER THIS CONTRACT, AND YOU SHOULD CONSULT WITH YOUR INSURER AND CREDIT CARD ISSUER TO DETERMINE THE SCOPE AND THE AMOUNT OF YOUR COVERAGE, IF ANY, AND THE AMOUNT OF FINANCIAL RESPONSIBILITY, E.G., THE DEDUCTIBLE, FOR WHICH YOU MAY BE OBLIGATED. IF YOU ACCEPT THE ZDP, LESSOR WILL NOT HOLD YOU RESPONSIBLE FOR THE DAMAGE CHARGE IN PARAGRAPH 5(b). THE ZDP, HOWEVER, WILL NOT PROTECT YOU OR LIMIT YOUR LIABILITY IF 1) YOU COMMITTED FRAUD IN ENTERING THIS CONTRACT; OR 2) AN ACCIDENT RESULTS FROM THE USE OF THE VEHICLE IN A MANNER PROHIBITED BY PARAGRAPHS 4 OR 6 OF THIS CONTRACT.

(d) **Interpretation.** This paragraph shall be interpreted consistent with applicable state or provincial law, if any, that governs limits on damages or damage waivers for rental vehicle transactions.

6. **Prohibited Use of the Vehicle. NOTICE:** Any use of the Vehicle as prohibited by the Contract or any failure to fulfill Your responsibilities (paragraph 4) will breach this Contract, will void any limitation of your responsibility under the Contract, and make you fully responsible for Lessor's actual and consequential damages, costs, and attorney's costs and fees resulting from that breach. To the extent permitted by law, PIP, ZDP, Uninsured/Underinsured, and Liability Coverage will also be void.

**You must NOT:**

- (a) Operate in violation of federal or applicable state, provincial, or local laws, rules, regulations, or ordinances.
- (b) Carry persons or property for compensation.
- (c) Propel or tow any vehicle or other object except as permitted in writing by Lessor.
- (d) Engage in any race, test, training, or contest.
- (e) Operate in connection with or during any period of riot, strike, or civil commotion.
- (f) Operate if the Vehicle is obtained from Lessor by fraud or misrepresentation.
- (g) Allow operation of Vehicle by anyone except You and/or Authorized Operators.
- (h) Use for any illegal purpose or to carry explosives or other hazardous material.
- (i) Drive, or be ferried, or transported to any area outside the 48 contiguous United States, Alaska, Provinces of Canada, Yukon and Northwest Territories.
- (j) Travel on any road where motorhome or propane carriage is prohibited by law (such as underwater tunnels).

- (k) Travel on any road where warnings are posted to indicate travel would be dangerous or hazardous for any vehicle or motorhome.
- (l) Travel on any road where road surface or driving conditions or weather exposes the motorhome to unreasonable damage or road hazard.
- (m) Allow the Vehicle to be driven by any person under the influence of intoxicants, medications, or drugs, or whose impairment renders driver unfit to operate Vehicle or whose medical history may subject driver to an impaired state (such as seizures, night blindness and the like) rendering the driver unfit to operate Vehicle.
- (n) Operate or occupy the Vehicle in a reckless or abusive manner which causes damage to the interior or exterior of the Vehicle.
- (o) Operate, maintain, or refuel the Vehicle if You have doubts about safe operation and cannot obtain professional assistance or access the Lessor's customer service assistance lines.
- (p) Further operate or use the Vehicle when signals of apparent problems (monitor panel gauges, flat tires, engine overheating, abnormal noise, and the like) indicate damage to the Vehicle or Vehicle systems from continued use.
- (q) Allow the transport of more persons than indicated in the "Capacity" block of Page A of this Contract or (if not specified) to a maximum of seven persons (including driver).
- (r) Allow the transport of any persons in a Cruise America travel trailer or camper portion of a Cruise America truck camper.
- (s) Allow placement of objects or persons, for any purpose, on the roof, including in a parking position for viewing.
- (t) Operate if improperly loaded, or, if load is improperly secured, and if Vehicle door steps are not properly stowed.
- (u) Allow placement of signs, lettering, painting, or other legend or loudspeakers or other sound apparatus on the Vehicle.
- (v) Tamper, modify, disassemble or change Vehicle in any way, including odometer tampering.
- (w) Allow the Vehicle to be used for ambulance service, whether for hire or not, or for carrying person(s) whose medical well-being depends on operation of Vehicle systems.
- (x) Further operate the Vehicle after it has been involved in an accident or is damaged, regardless of fault, before the Vehicle has been properly repaired or otherwise certified to be roadworthy and in compliance with all applicable safety standards.
- (y) Write, read, or send text-based communication on an electronic wireless device, such as a cell phone, tablet, or PDA, while operating the Vehicle.

(z) Engage in any willful or wanton misconduct, which, among other things, may include reckless conduct or gross negligence such as: the failure to use seat belts, the failure to use child seats or other child restraints, use of the Vehicle when overloaded or carrying passengers in excess of the "Capacity" block of Page A of this Contract, traveling off roads, on roads which are not regularly maintained, refueling the Vehicle with the wrong type of fuel, i.e., putting diesel in a gasoline engine or gasoline in the potable water tank, leaving the Vehicle and failing to remove the keys, or failing to close and lock all doors, Vehicle's windows or compartment doors.

(aa) Transfer or assign contract and/or sublease Vehicle. Any attempted or purported transfer, assignment or sublease by renter shall be null and void.

7. **Payment of Applicable Charges.** You are responsible for payment to Lessor on demand, the sum of:

(a) **Time and mileage.** Time and mileage charges computed at the rates shown in Page A of this Contract (mileage to be determined by reading factory-installed odometer). Time and mileage charges are estimated at Vehicle checkout.

(b) **Late return.** An hourly fee in addition to daily charges for each hour or fraction thereof that the Vehicle is not returned to the location where rented or designated by the date and time set forth in the Contract, or sooner if demanded by Lessor.

(c) **Cleaning.** Cleaning charges if the Vehicle is returned unclean, determined at Lessor's sole discretion.

(d) **Flushout.** A minimum charge as a flushout fee if the waste and/or holding tanks have not been drained (valves open, cap off) by You prior to the Vehicle being returned to Lessor, at Lessor's sole discretion.

(e) **Repair and replacement.** Charges for repair or replacement of the Vehicle due to damage or loss not otherwise covered hereunder, and payments to Lessor, the amount of Lessor's loss and expense for repairs, parts, labor and supplies, and loss of use of the Vehicle until such time that the Vehicle can be returned to rental service, due to neglect, abuse, or misuse of the Vehicle (including, without limitation, lack of proper repairs and failure to add oil, antifreeze, water, air or other expendables necessary for the proper and safe operation of the Vehicle) or due to failure to take proper precautions to prevent freeze or overheating damage to the Vehicle.

(f) **Taxes and fees.** Applicable sales, goods and services, use and other excise taxes, local fees, and amounts charged by Lessor, as reimbursement for taxes and fees paid or payable.

(g) **Fines, Tolls and Other Charges.** You are responsible for all fines; road, bridge, and tunnel tolls; congestion charges; and other similar charges (including parking fines or charges) (collectively "Tolls and Fines") incurred in relation to the Vehicle during Your rental. Some of these will be sent to Lessor for payment, which it will pay and recover from You by way of reimbursement to the credit card used on the Contract. You authorize Lessor to charge all Tolls and Fines to Your credit card

used for payment of the Contract, including if Lessor receives valid notice of an electronic Toll or Fine incurred by the Vehicle during the rental period after Check In or return of the Vehicle. In connection with Fines and Tolls and other similar charges, Lessor may be required to provide Your details to the relevant governmental authority or its agents, who may contact You directly, and You hereby consent to the Lessor providing Your information to such persons upon request.

NOTICE RE TOLL AND FINE PROCESSING FEE. IF YOU INCUR ONE OR MORE TOLLS OR FINES AS DESCRIBED ABOVE, LESSOR WILL CHARGE YOU A TOLL ADMINISTRATION PROCESSING FEE NOT TO EXCEED \$19.75 CAD PER RENTAL PERIOD. IF YOU DO NOT INCUR TOLLS OR FINES DURING THE RENTAL PERIOD, YOU WILL NOT BE CHARGED THIS FEE.

- (h) **Odometer.** Charges imposed by Lessor and fines which may be imposed by federal, state or provincial government due to tampering with odometer.
  - (i) **Prepayments.** Lessor acknowledges receipt of the amount set forth on Page A as security and other deposits and advance charges as a credit to any amounts due Lessor hereunder.
  - (j) **Administrative fees.** Fees and costs arising from breach of Contract and including processing traffic/parking violations while under Contract to You.
  - (k) **Contract changes.** After Vehicle checkout, a change in drop off location, date of return, or apparent abandonment may require additional charges at Lessor's sole discretion.
  - (l) **Fees.** Fees for SLI and ZDP if accepted by You as shown on Page A of the Contract.
  - (m) **Other.** Basic, minimum service, extra and under age driver, early departure, refueling, optional use generator, preparation, transfer, towing, provisioning and personal kits, one-way and travel surcharges, and other equipment and service charges when applicable to the rental.
8. **Failure to Pay Charges.** In the event that You fail to meet all obligations under this Contract including the obligations set forth in paragraph 7 to pay charges and fees, You agree that in addition to all other remedies available to Lessor at law and equity:
- (a) **Collection expense.** You agree to pay reasonable attorney's fees and court costs in addition to the amount of invoice remaining unpaid and interest thereon in the event Lessor employs the services of an attorney to collect all or part of the invoice or to enforce its rights under this Contract whether suit is instituted or not.
  - (b) **Interest on unpaid balance.** You agree to pay interest on unpaid amounts at the maximum rate allowed by law in the state or province where this Contract is executed which will accrue from the date due until the date paid.
  - (c) **Credit card.** Lessor is hereby irrevocably authorized to debit all such unpaid amounts, as indicated in paragraph 7 of this Contract, against any credit cards used by You for any initial payments or deposits to Lessor or used as credit references. All charges are subject to final audit or revision by Lessor.



## 9. Lessor Limitations of Liability.

- (a) **Late pickups, early returns, and delays.** Lessor incurs no responsibility or obligation for refund to You and Your passengers for late or delayed Vehicle checkouts, early returns, unused portions of the Contract or for delays in a transfer or en route, regardless of fault or cause, to include, but not to be limited to: adverse weather conditions, traffic conditions and road closures, proscription of driving in designated areas, loss of personal property, theft, vandalism, illness of You and/or Your passengers, or family emergencies.
- (b) **No consequential damages.** Notwithstanding any provision in the Contract to the contrary, Lessor shall in no event be liable for any indirect, incidental, special or consequential damages in connection with or arising out of the use, operation, performance or breakdown of the Vehicle, including any claim related to a Vehicle reservation, upgrade or exchange.
- (c) **Vehicle breakdown.** Lessor assumes no responsibility for any expenses incurred by reason of a breakdown of the Vehicle, whether or not causing a delay en route, including, but not limited to, subsistence, accommodation, and cellular phone expenses. Lessor's maximum liability shall be for refund of daily time rental charges as a result of mechanical breakdown which results in loss of use of the Vehicle. Radio, automatic entry step, air conditioning, refrigerator, microwave or other appliances, cruise control or generator malfunctions are not considered to be mechanical breakdowns. Vehicle exchanges may only be considered in the event of a mechanical breakdown. Lessor assumes no responsibility for Your delays as a result of Your decision to wait for third party Vehicle repairs or exchanges, in regard to non-mechanical breakdown repairs, as defined herein.
- (d) **Responsibility for property.** YOU AGREE THAT LESSOR IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPERATORS, OR ANYONE ELSE FOR LOSS OF OR DAMAGE TO YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR, OTHERS', OR ANY THIRD PARTY'S ACTS OR OMISSIONS, WHICH SHALL BE INTERPRETED TO EXTEND TO LESSOR'S NEGLIGENCE UNLESS PROHIBITED BY LAW. YOU AND ALL AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST LESSOR, ITS AGENTS OR EMPLOYEES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN LESSOR'S VEHICLE OR BROUGHT ON LESSOR'S PREMISES. YOU AND ALL AUTHORIZED OPERATORS AGREE TO INDEMNIFY AND HOLD LESSOR, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIM AGAINST LESSOR, AGENTS, AND EMPLOYEES FOR LOSS OF OR DAMAGE TO YOUR, OTHERS', OR ANY THIRD PARTY'S PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

10. **Indemnification and Hold Harmless.** As permitted by law, when any Terms and Conditions of this Contract are breached, You agree to (1) assume all responsibility and liability for the operation, maintenance and use of the vehicle and (2) to indemnify, hold harmless and defend Lessor and its officers, directors, employees, shareholders, and lenders, regardless of fault, for all losses and expenses, including attorney's fees and costs of litigation using counsel of Lessor's choice and against the claims of any passengers of all vehicles involved and their heirs and personal representatives from any claims for personal injury, death or property damage or their loss occasioned during the rental by You of the Vehicle.

11. **Liability Coverage for the Vehicle (a.k.a. Underlying Insurance).**

(a) **Maximum limits - Personal rentals.** The Vehicle is covered by liability protection which provides coverage to You only against bodily injury, death and property damage claims of third parties with limits of liability up to the requirements of the financial responsibility law of the state or province in which an accident may occur. Provided, however, that all such liability protection does not apply until after exhaustion of all insurance and/or other protection available, and then such liability protection applies only to the extent that it is needed to meet, on a cumulative basis, with all such insurance and/or other protection available, the minimum amounts described above. You understand that You alone are responsible for all losses in excess of such amounts. This coverage is void in Mexico. Coverage applies in the USA. On request, Lessor may provide you with proof of coverage and Vehicle ownership required in the USA.

(b) **Maximum limits - Commercial rentals.** To the extent permitted by law, no liability protection is provided for Commercial rentals.

(c) **Personal Injury Protection (PIP).** Lessor provides no medical benefits or bodily injury protection to You and Your passengers. Lessor does provide Personal Injury Protection (PIP) where required by law and, if applicable, is the limit of protection afforded to You and Your passengers for bodily injury. PIP coverage is subject to the maximum deductible as allowed by law and is secondary to any PIP coverage available to You or Your passengers afforded under any personal auto policy(s).

(d) **Uninsured/Underinsured Motorist.** Lessor has declined and is not providing to You any coverage at all for losses which You or Your passengers may sustain due to the acts of negligence of an Uninsured/Underinsured Motorist, however, if applicable law requires that the Lessor provide Uninsured/Underinsured Motorists protection to the Vehicle, then the Lessor shall provide the minimum level of applicable statutory protection.

(e) **Secondary Coverage.** To the extent permitted by law, all coverage provided under this Contract shall be excess over any other valid and collectible liability, personal injury and property injury or property damage insurance of Yours and Your insurance shall be primary. Lessor reserves the right, where permitted by law, to provide coverage under a certificate of self-insurance in lieu of or in combination with an insurance policy.

(f) **Maximum Limits - Non-motorized Vehicles.** Lessor provides no liability coverage, primary, secondary, or other protection for non-motorized vehicles when rented by You and/or towed by Your vehicle, whether owned by You or in Your possession. All liability coverage and responsibilities rest with You. Your execution of this Contract acknowledges Your understanding of Your obligations to provide liability coverage and other protection when operating, using, or in possession of a non-motorized vehicle, including trailers and bicycles.

**NOTICE:** YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO ASSESS THE LIABILITY COVERAGE REFERRED TO HEREIN, TO SEEK PROFESSIONAL GUIDANCE REGARDING ADEQUACY OF COVERAGE AND TO SECURE ADDITIONAL COVERAGE IF YOU, IN YOUR SOLE DISCRETION, SHOULD DESIRE ADDITIONAL COVERAGE AND TO PROVIDE YOUR INSURANCE COMPANY'S NAME AND POLICY NUMBER ON REQUEST.

**In the event of an accident:**

1. Contact the police immediately.
2. If another party is involved, obtain the other party's information.
3. Contact Cruise Canada (1-800-334-4110) within 24 hours.
4. At time of vehicle return, please provide details of accident to the Cruise Canada rental location.

**FOR ANY QUESTIONS, PROBLEMS, OR FOR ASSISTANCE ASSOCIATED WITH THIS INSURANCE PLEASE EMAIL THE ADMINISTRATOR: [insurance@cruiseamerica.com](mailto:insurance@cruiseamerica.com).**

**12. Miscellaneous Provisions.**

(a) **Signature acknowledgement.** By your filing of claims for reimbursement, settlement of applicable charges, and Your signature of Contract at return, You waive all and any claims against Lessor and its officers, directors, employees, and shareholders and all parties, travel agents, wholesalers, and the like, related to the reservation and rental of the Vehicle.

(b) **Severability.** If any one or more of the Terms or Conditions of this Contract should be held contrary to any provision of applicable law or contrary to or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such Terms or Conditions shall be null and void and shall be deemed separate from the remaining Terms and Conditions of this Contract, and shall in no way affect the validity of any of the other Terms and Conditions of this Contract.

(c) **Arbitration.** Both parties waive the right to trial, whether by judge or jury, for any claim or dispute which may arise under this Contract. Any controversy or claim arising out of this Contract shall be settled exclusively by arbitration in accordance with ADR Institute of Canada's National Arbitration Rules, and judgment shall be final and binding on the parties upon the award rendered by the arbitrator(s) which may be entered in any court having jurisdiction thereof. Venue for such arbitration shall be in the city or county of the state or province where the Contract is executed. Any change of venue requires written mutual approval of the changes by both You and Lessor.

- (d) **Governing law; jurisdiction.** By acceptance of this Contract (with your signature on Page A of this Contract at Vehicle checkout), You and Lessor mutually agree that the laws of the state or province where this Contract is executed, shall govern the validity, interpretation, and enforcement of this Contract and all matters pertaining to this Contract. If a suit or claim becomes necessary by any party for the enforcement of the provisions of this Contract, then the venue for any claims or suits brought by any party shall be the city or county of the state or province where this Contract is executed. The place of reservation is irrelevant. Any change of venue requires the written, mutual approval of the change by both You and Lessor.
- (e) **Captions.** The headings used in this Contract are for the convenience of the parties only and shall not be considered in construing the provisions of this Contract.
- (f) **Intellectual Property.** You shall have no claim or right of ownership or use of Cruise America's Intellectual Property and this Rental Agreement does not constitute consent or authority for You to use Cruise America's ("Cruise Canada") Intellectual Property in any capacity outside the scope of this Rental Agreement.
- (g) **Confidentiality.** You consent to Cruise America and Cruise America's Privacy Policy located at [cruiseamerica.com/privacy-policy](http://cruiseamerica.com/privacy-policy) which may be modified from time to time without notice to lessor. Lessor further consents to Cruise America sharing Customer information: (1) with any Cruise America affiliate, including but not limited to, for purposes of collections or judgment execution; and (2) with any government body or law enforcement authority, whether confidential or otherwise, in its possession, if reasonably requested by a governmental body or (3) in order to exercise any remedy for default.
- (h) **Amendments to Contract.** This Contract contains all the agreements by You and Lessor and merges and supersedes all other oral and written communications related to this Contract to include, but not limited to, all marketing and advertising presentations or material, all reservation communications and documents, all service, repairs, and road assistance materials and communications. No provisions of this Contract may be waived or modified orally or in writing by any employee or agent of Lessor except by a written instrument signed by the President or a Vice President of Lessor.