



## ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: APRIL 1, 2025

These Additional Terms and Conditions and Page A (as provided at Check Out and at Check In) 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 ("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 who is authorized to act for the entity and accept 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 or, if applicable, a subsidiary or affiliate entity of Cruise America, Inc.
- (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.
- (g) **“Supplemental Liability Insurance (SLI)”** where applicable and when included under this Contract, means You are covered with limited Supplemental Liability Insurance (SLI) by an independent commercial insurance company, through a master policy. SLI is subject to all the provisions, limitations, exceptions, and is void exclusions of the master policies.

**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 instruction:
  - (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 terms:
  - (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 are in breach of the Contract and You shall be contributory and/or comparatively negligent to or for 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 \$100.00 during the rental period which will be credited towards rental, upon presentation of receipts. All amounts above \$100.00 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 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 Technology"). 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 are subject to Lessor's approval and must be supported by paid receipts and replaced parts where applicable.

## 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 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.
- (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 (plus applicable tax) 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 USD 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 FAIR MARKET VALUE (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) constitutes breach of 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 attorneys' costs and fees resulting from that breach as more fully explained in Paragraph 5. To the extent permitted by applicable 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 hire or 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 of the Vehicle, 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 to transport any individual(s), whether for hire or not, or for carrying person(s) whose medical well-being is dependent upon the continuous operation of Vehicle's systems (including, but not limited to, heating, cooling, ventilation, or generator power supply).
- (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 personal digital assistant (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) **Tolls, Fines, and Violations.** You are responsible for all tolls (including road, bridge, tunnel, and congestion charges), parking or traffic violations, fines, penalties, tickets, and related expenses incurred during the use or operation of the vehicle by you or any authorized driver.
- (h) **TollSpot.** Cruise America offers an optional service called TollSpot that allows customers to use electronic toll lanes on highways, bridges, tunnels, congestion zones, and other tolled passages. All Cruise America vehicles are pre-equipped to electronically process tolls. Unless you directly pay the toll yourself, you will automatically opt-in to TollSpot and pay the fees described herein if you drive through an electronic toll.
- (i) **Toll Administrator.** If You use TollSpot, a third-party toll program administrator ("Toll Administrator") contracted by Cruise America, the Toll Administrator will process and charge Your credit or debit cards for all electronic tolls incurred during Your rental term, along with applicable service fees. These fees apply to both U.S. and Canadian toll charges. You agree that Cruise America may share Your personal information, including Your address, credit or debit card details, and rental information, with the Toll Administrator and any relevant government authority or their agents for toll processing purposes. You authorize the Toll Administrator and Cruise America to charge Your credit or debit card for tolls, fees, and administrative costs associated with TollSpot. The Toll Administrator may contact you directly regarding TollSpot fees, which may take 4–8 weeks after Your rental concludes to appear on Your credit or debit card. You agree to indemnify and hold harmless Cruise America, the Toll Administrator (TollSpot), and any authorized agents for fines, charges, or administrative fees incurred from toll violations for which You are liable.

NOTICE RE TOLL AND FINE PROCESSING FEE. THE AMOUNT OF THE SERVICE FEE WHICH YOU WILL BE CHARGED IF CRUISE AMERICA AND TOLLSPOT, IS REQUIRED TO PAY FOR SUCH AN INFRACTION OR TOLL OCCURRENCE IS UP TO \$5.00 PER TOLL OCCURRENCE OR CITATION. IF YOU DO NOT INCUR TOLLS OR FINES DURING THE RENTAL PERIOD, YOU WILL NOT BE CHARGED THIS FEE.

- (j) **Odometer.** Charges imposed by Lessor and fines which may be imposed by federal, state or provincial government due to tampering with odometer.
- (k) **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.
- (l) **Administrative Fees.** Fees and costs arising from breach of Contract and including processing traffic/parking violations while under Contract to You.
- (m) **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.
- (n) **Fees.** Fees for ZDP if accepted by You as shown on Page A of the Contract.
- (o) **Other.** Basic, minimum service, extra and under-age driver, environmental, 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 attorneys' 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 or charge 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, furnace 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 operations, 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.
- (e) **Termination of Rental Agreement Due to Unsafe Operation.** If the lessee is involved in an accident with the Vehicle, and the lessee is determined to be at fault, the rental company reserves the right to evaluate the lessee's capability to safely operate a vehicle for the remainder of the rental period. If, in the sole discretion of Lessor, it is reasonably concluded that the lessee's operation of the Vehicle poses a potential risk to themselves, others, or the company's property, Lessor may:
  - i. **Terminate the Rental Agreement:** Lessor may immediately terminate this Rental Agreement without providing any substitute or replacement Vehicle. Upon termination, the Lessee agrees to return the vehicle to a designated location, or, if necessary, permit the company to retrieve the vehicle at the Lessee's expense.

- ii. **Forfeit Future Rental Privileges:** In the event of a termination for reasons of unsafe operation, the Lessee shall be prohibited from renting a replacement Vehicle from Lessor for the duration of the rental term or any subsequent rental period, unless otherwise determined by the Lessor.
- iii. **Financial Responsibility:** The Lessee will remain financially responsible for all costs associated with the initial rental, including any additional costs related to the accident, damage to the Vehicle, or recovery expenses.

This provision shall be enforced to ensure the safety of the lessee, other road users, and the company's assets. Lessor's decision under this section shall be final and binding.

**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, shareholders, insurers, lenders, agents, and employees regardless of fault, for all losses and expenses, including attorneys' 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, successors, assigns, 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 Canada. On request, Lessor may provide you with proof of coverage and Vehicle ownership required in Canada.
- (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 nonmotorized 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 YOU AGREE TO PROVIDE YOUR INSURANCE COMPANY'S NAME AND POLICY NUMBER ON REQUEST.

## **12. SUPPLEMENTAL LIABILITY INSURANCE (SLI).**

**NOTE:** This is a condensed version of the Supplemental Liability Insurance policy issued to the Lessor. It DOES NOT include all of the limitations and terms of the policy or the terms of any endorsements attached thereto. The entire policy can be viewed at the Lessor's office where the rental originated, a copy will be provided by the administrator named below upon request. Renter's own personal automobile insurance policy for an owned vehicle may provide renter with such liability coverage with or without a deductible.

- (a) **Coverage.** The coverage provided under the Supplemental Liability Insurance policy shall be extended to all Personal rentals as individuals who rent a vehicle from the Lessor. No Supplemental Liability Insurance coverage is extended to Commercial rentals. Coverage shall be provided during the term of the rental as stated on the rental contract, which term may be extended by the Lessor. The limits of liability will be afforded separately to each covered rental contract.

**Limits of Liability.** This [SLI] policy provides excess coverage for third-party automobile liability claims with a limit equal of the difference between (a) \$500,000.00 USD CSL, for each accident and (b) the higher of the state-required or province-required financial responsibility requirements or limits or the limits of any "underlying insurance." "Underlying insurance" includes any insurance covering You which satisfies the minimum financial responsibility requirements of the state or province or territory where the accident occurs, and also includes any primary or excess automobile or travel insurance that provides coverage for auto liability arising out of the operation, maintenance, or use of this rental vehicle, whether the insurance is procured by You or provided to You by a booking or travel agent.

- (b) **Conditions.** As regards Supplemental Liability Insurance coverage, any terms, conditions, and exclusions that apply to coverage as described in the Contract, if any, shall also apply to coverage under the Supplemental Liability Insurance policy. Wherever there is a conflict between the Contract and the Supplemental Liability Insurance policy, the Supplemental Liability Insurance policy shall apply.

- (i) Coverages hereunder are voided, do not provide protection and have no force and effect under the following conditions:
  - A. Your failure to pay for charges due under the Contract in accordance with the terms of the Contract;
  - B. Failure to accept Supplemental Liability Insurance on the face of the Contract at the inception of the rental period as shown on Page A. Such acceptance shall be in the form of an initial by You on the face of the Contract, in a box indicating acceptance of Supplemental Liability Insurance; failure to decline coverage is not evidence of coverage;
  - C. Use or operation of the Vehicle in violation of the terms of the Contract, including, without limitation, participation in any speed contest, driving under the influence of drugs or alcohol, or driving the vehicle beyond the geographic limitations stated in the Contract;
  - D. Where the driver of the Vehicle at the time of loss is not a renter or additional driver specifically authorized in the Contract by the Lessor.
- (ii) Obtaining the Vehicle by fraud or misrepresentation will void all coverages;
- (iii) Coverages (other than Uninsured Motorist coverage where required by law) do not apply to loss arising from the bodily injury, death, or property damage of: (a) You or Your family related by blood, marriage, or adoption, (b) persons who reside with You in the same household, (c) non-related passengers in the Vehicle.
- (iv) Coverage does not apply in Mexico.
- (v) Coverage is not provided for uninsured motorist property damage, underinsured motorist property damage, first party benefits, no-fault or other optional liability protection.

**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 America (1-800-334-4110) within 24 hours.
4. At time of vehicle return, please provide details of accident to the Cruise America rental location.

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

### 13. ARBITRATION AND DISPUTE RESOLUTION.

- (a) **Arbitration Agreement.** Any dispute, claim, or controversy between You and Lessor -- whether based in contract, tort, statute, fraud, misrepresentation, or other legal theory -- arising out of or related to this Contract or communications between us shall be settled exclusively by arbitration in accordance with the terms of this paragraph. The arbitration shall be held in the state or province where the Contract is executed. Any change of venue must be agreed to, in writing, by both You and Lessor. For purposes of this paragraph, Lessor shall include any subsidiary and affiliated entity of Lessor, director, officer, shareholder, lender, agent, and employee of Lessor, its subsidiary and affiliated entity, and their respective successors and assigns. Each such entity and person is an express third-party beneficiary of this Contract if a claim is asserted by or against such entity or person. You may initiate a written demand for arbitration by sending Your demand to the Executive Vice President, Cruise America, Inc. 11 W. Hampton Ave. Mesa, Arizona 85210 with two copies to the American Arbitration Association ("AAA") at the address on [www.adr.org](http://www.adr.org).
- (b) **Limitations.** Disputes within the scope and jurisdiction of a limited jurisdiction, small claims court are exempt from this arbitration provision, so long as any matter filed in such court remains in that court, proceeds on an individual, non-class, and non-representative basis and the claims involves no more than \$10,000.00 in dispute. This provision does not limit You or Lessor from bringing any issues to the attention of governmental agencies.
- (c) **Governing Rules and Law.** The Arbitration shall be administered in accordance with the American Arbitration Agreement ("AAA") pursuant to its Consumer Arbitration Rules. You may obtain those rules at [www.adr.org](http://www.adr.org). To the extent any conflict arises between such rules and this arbitration provision, the terms of this provision shall apply.

The arbitrator shall apply the laws of the state or province where this Contract is executed as it relates to the dispute, asserted claims and defenses, but the Federal Arbitration Act (the "FAA") shall govern the interpretation and enforcement of this arbitration provision.

The arbitrator shall have the authority to determine his or her own jurisdiction, objections to the existence, scope, or validity of this arbitration provision, permit discovery as reasonably related to the dispute or claims, award injunctive and monetary relief as provided for by applicable law, rule on dispositive motions, and hear and resolve cases. By entering this Contract You and Lessor agree arbitration is final and binding.

- (d) **Award and Finality.** The arbitrator shall issue a reasoned written decision explaining the key findings and conclusions on which the award is based. Either party may move to enter the arbitrator's award in any court having jurisdiction thereof.

- (e) **Class Action Waiver.** YOU AND LESSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Furthermore, unless You and Lessor agree otherwise, the arbitrator shall not have the authority to consolidate more than one person's claims and shall not have the authority to preside over, hear, or resolve claims on a class or representative basis. You understand and agree that, by agreeing to this arbitration provision, You and Cruise America waive Your respective rights to a trial by jury and to participate in a class or representative action. Notwithstanding any provision in this Contract to the contrary, if a court of competent jurisdiction declares this class action waiver invalid or unenforceable, neither You nor Lessor may pursue dispute resolution via binding arbitration.

#### 14. MISCELLANEOUS PROVISIONS.

- (a) **Signature Acknowledgment.** 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 severed 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) **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.
- (d) **Intellectual Property.** You shall have no claim or right of ownership or use of Cruise America's Intellectual Property and this Contract does not constitute consent or authority for You to use Cruise America's Intellectual Property in any capacity outside the scope of this Contract.
- (e) **Confidentiality.** You consent to Cruise America's Privacy Policy located at [cruiseamerica.com/privacy-policy](https://cruiseamerica.com/privacy-policy) which may be modified from time to time without notice to You. You further consent to Cruise America sharing Customer information: (1) with any Cruise America affiliate, including, but not limited to, for purposes of collection 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 law enforcement authority (3) in order to exercise any remedy for default.
- (f) **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.

The following State riders shall apply and modify the Contract accordingly.

**ARIZONA.** Lessor, owner of Vehicle, does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to You -- the renter, authorized drivers, or any other driver.

**FLORIDA.** The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by FLA. STAT. SECTION 324.021(7) and FLA. STAT. SECTION 627.736.

**MICHIGAN. NOTICE:** Under Michigan Law, the Daily Rental Company, Lessor, is liable only up to a maximum amount of \$20,000 because of bodily injury to or death of one person in any one accident and \$40,000 because of bodily injury or death of two or more persons in any one accident involving this vehicle. You, the renter, may be liable to the Daily Rental Company up to the amount listed above to any injured person for the amounts awarded in excess of the maximum amounts listed above.

**RHODE ISLAND.** The valid and collectible liability insurance or self-insurance providing coverage or liability protection for third party liability claims arising out of the operation of the rental vehicle shall be primary for the Lessor or any person operating the motor vehicle with the express permission of the Lessor. The insurance or the self-insurance is primary only up to the limits required under § 31-31-7.

**PENNSYLVANIA.** I am rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under this agreement, for myself and all other passengers of this vehicle. Uninsured coverage protects me and other passengers in this vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.

**MARYLAND.** Except for coverage provided by the Maryland Automobile Insurance Fund with respect to a rental vehicle that is not a replacement vehicle, the coverage maintained by the renter of the rental vehicle is primary coverage on the owner's confirmation with the insurance carrier that provides coverage to the renter that the insurance maintained by the renter provides valid and collectible coverage in the amount required under Md. Code TR 17-103(B) to the owner's vehicle while it is used as a rental vehicle.

## **IF YOU ARE INVOLVED IN AN ACCIDENT, IT IS IMPORTANT TO REMEMBER TO:**

- Stop! Do not leave the scene. If your vehicle is creating a safety hazard, or if you are concerned with your personal safety, pull off the road or move to a safer place. Use warning signals.
- If anyone is injured, see that the person receives proper medical attention by calling 911. Do not administer any medical treatment or first aid unless you are qualified to do so.
- Follow emergency personnel instructions.
- If you are on a commercial rental, call your employer or the business entity that rented the vehicle.
- Do not make any statements concerning the accident to anyone except police officials. Do not make any settlements under any circumstances.
- Do not argue at the scene of the accident. Be courteous.
- Get the name, address, phone number, license number and make of vehicle of the other driver(s) and all passengers.
- Get the name, address, and phone numbers of all witnesses. This is very important, so get as many as possible.
- Take photos of the accident and vehicles with a cell phone or camera if safe to do so.
- Call Cruise America to report your accident 24 hours a day, 365 days a year. Toll Free 1-800-334-4110.

**Scan the code below to complete a preliminary accident report in detail while you are at the scene of the accident:**



## **NEED ASSISTANCE?**

Just call our Travelers Assistance Team at 800-334-4110 or text to 480-470-6583.

**Contract #:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_

**Unit #:** \_\_\_\_\_