



## Line 204, LLC. Motor homes Rental Agreement

<b>Date:</b> _____
<b>Vehicle Rented (“Vehicle”):</b> _____
<b>Job Name &amp; Number:</b> _____
<b>P.O. #:</b> _____
<b>Rental Term: From</b> ____/____/____ <b>to</b> ____/____/____ <b>at</b> _____ <b>p.m.</b>
<b>Company Name (“Lessee”):</b> _____
<b>Lessee’s Authorized Signature:</b> _____
<b>Printed Name:</b> _____
<b>Lessee’s Address:</b> _____ _____

This Motor Home Rental Agreement (“Agreement”) is made as of the date shown above, between Line 204, LLC, a California limited liability company (“Owner”), and the Renter named above. Owner and Renter agree as follows:

**Rental.** Renter rents the Vehicle described above from Owner for the Rental Term described above. “Vehicle” as used in this Agreement includes all of Owner’s personal property in the Vehicle. Renter rents the Vehicle “AS IS,” had a reasonable opportunity to inspect the Vehicle inside and out before leaving Owner’s premises, and agrees the Vehicle is in good repair with full fuel, propane(if any) and water tanks, and empty waste holding tank. Owner excludes all express and implied warranties with respect to the Vehicle, including any implied warranty of merchantability or fitness for a particular purpose. If Renter determines the Vehicle is unsafe, then Renter shall stop using it and immediately notify Owner. Renter shall return the Vehicle in the same condition received. Renter shall check and maintain all fluid levels in the Vehicle, but shall not service or repair it without Owner’s prior written consent. Owner is not responsible, and no bailment is created upon Owner, for any personal property in the Vehicle or Owner’s premises.

**Payment.** For the Vehicle’s rental, Renter shall pay Owner on demand the rental rate (“Rental Rate”) and mileage charges stated in this Agreement, plus all charges for any optional services and products selected by Renter and applicable taxes. If Owner receives the Vehicle after the Rental Term ends, or if the Vehicle cannot be rented to others due to damage or loss to the Vehicle, then Renter shall pay the daily Rental Rate until the Vehicle can again be rented to others. Renter shall immediately notify Owner of and pay all fines, penalties and costs imposed for all moving, parking, toll road and other violations with respect Renter’s use of the Vehicle. Renter shall pay Owner an administrative charge of \$10 for each such amount billed to Owner. All amounts payable under this Agreement are due upon demand and as to any amount not paid within 30 days after demand Renter shall pay a monthly late charge of 1.5% of the unpaid amount from the date of the invoice until payment occurs. Renter authorizes Owner to submit for payment all amounts due under this Agreement on any credit or debit card presented as a means for payment or security in connection with this Agreement.



**Driver.** The amounts due under this Agreement do not include the charges for the Vehicle's driver ("Driver"). Renter is solely responsible for hiring and paying the Driver. Before the Driver drives the Vehicle, Renter shall verify the Driver is properly licensed and approved in advance by Owner. Renter only, and not Owner, is responsible for the Driver's acts and omissions. Driver is Renter's agent and Renter is responsible for all claims and damages caused by Driver's acts and omissions.

**Cancellation.** If Renter cancels this Agreement before or during the Rental Term, Renter shall pay the full daily rate and other charges for the entire Rental Term. Owner may waive this fee if the Vehicle is re-rented during the cancelled dates.

**Prohibited Uses.** The following Vehicle uses are prohibited: (a) using it in an illegal, reckless, or negligent manner; (b) driving it under the influence of alcohol or drugs (even with a prescription); (c) towing or pushing anything; (d) driving it on an unpaved or unsafe surface; (e) transporting people in excess of the number of manufacturer-installed seat belts; (f) driving it by anyone other than a properly licensed and Owner approved driver; (g) transporting persons for hire; (h) transporting explosives, chemicals, corrosives and other hazardous or polluting materials; and (i) driving it outside California. If Renter breaches this Agreement, Renter's right to use the Vehicle automatically terminates and Owner may (without waiving any rights and remedies) seize the Vehicle without notice or legal process or liability to Renter and Renter shall pay for returning the Vehicle to Owner's premises.

**Renter's Responsibilities.** Renter shall immediately report to Owner all accidents, damage, theft and vandalism involving the Vehicle, and immediately deliver to Owner all legal documents received by Renter relating any legal action resulting therefrom. Subject to applicable law, Renter accepts responsibility and shall pay Owner for: (a) the cost to repair collision damage to the Vehicle whether caused by Renter or the cause is unknown, up to the fair market value of the Vehicle; (b) theft of the Vehicle and the cost to repair damages resulting from the Vehicle's theft if Renter fails to exercise ordinary care of the Vehicle, up to the fair market value of the Vehicle; (c) the first \$500 of vandalism damages that are not a direct result of the Vehicle's theft; (d) Owner's administrative fees as established by California Vehicle Code Section 1936; (e) towing, storage and impound fees; and (f) any injury to or death of any person and damage to or destruction of any property relating to Renter's use of the Vehicle.

**Renter's Indemnity.** Subject to applicable law, Renter shall indemnify, defend, protect and hold harmless Owner and its owners, managers, officers, affiliates, employees and agents from and against: (a) all actual or alleged losses, liabilities, damages, injuries, deaths, claims, demands, costs, attorney's fees, and other expenses incurred by Owner from this rental transaction; (b) all use of the Vehicle; and (c) any loss of the Vehicle's use. Renter may present an insurance claim for such losses, etc., but Renter remains responsible for them.

**Insurance.** Renter shall provide full comprehensive and collision insurance coverage and the following insurance for the Vehicle and provide Owner with certificates of insurance evidencing the following minimum coverages, which certificates shall contain a statement that Renter's insurance is primary insurance for claims arising under this Agreement (Renter's failure to provide the certificates does not relieve Renter of its insurance obligations): (a) automobile liability of \$1,000,000/\$1,000,000 bodily injury liability; and (b) comprehensive general liability of \$1,000,000 property damage liability/\$1,000,000 combined single limit of bodily injury and property damage liability. Renter shall timely pay all required deductible payments. If the cost to repair Vehicle



damage is less than the deductible amount, then Renter shall pay that cost directly to Owner. Subject to applicable law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter or anyone else, or to any liability imposed or assumed by anyone under any worker's compensation act, plan or contract. To the extent Owner is legally required to extend such financial responsibility to Renter or anyone else, then Owner's obligation is limited to the legally minimum financial responsibility amounts with the maximum deductible.

**Third Party Proceeds.** If an insurer or other party authorizes payment of any amount owed by Renter to Owner, then Renter assigns to Owner Renter's right to receive that payment. Renter remains responsible for all amounts due Owner that are not paid by anyone else. Renter grants to and appoints Owner with a Limited Power of Attorney to: (a) present insurance claims to Renter's insurance carrier if the Vehicle is damaged, lost or stolen, Renter is liable under California Civil Code Section 1936, and Renter fails to pay for any damages, or if any liability claims are asserted against Owner relating to this rental transaction and Renter fails to indemnify, defend, protect and hold harmless Owner with respect thereto; and (b) endorse Renter's name to entitle Owner to receive insurance, credit card and debit card payments directly for any amounts owed by Renter to Owner.

**Limitation on Owner's Liability.** If Owner breaches this Agreement or the Vehicle has any mechanical failure or other failure not caused by Renter, and if Owner is liable under applicable law for such breach or Vehicle failure, then Owner's sole liability and Renter's sole remedy is limited to Owner providing a similar Vehicle to Renter and to Renter's recovery of the pro rata daily Rental Rate for the period in which Renter did not have use of the Vehicle or substitute vehicle. Renter waives all claims for consequential, punitive and incidental damages that might otherwise be available to Renter.

**Legal Matters.** This Agreement shall be construed under and governed by California law, without reference to any choice of law provisions. If any legal action is taken to collect payment under or enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to any other relief to which that party may be entitled. With respect to any action relating to this Agreement, Owner and Renter irrevocably submit to the exclusive jurisdiction of the courts of the State of California and the United States District Court having jurisdiction over Los Angeles County, California. Owner and Renter each waive: (a) any objection to the laying of venue of any suit or action brought in any such court; (b) any claim that the suit or action has been brought in an inconvenient forum; and (c) the right to claim that court lacks jurisdiction over that party.

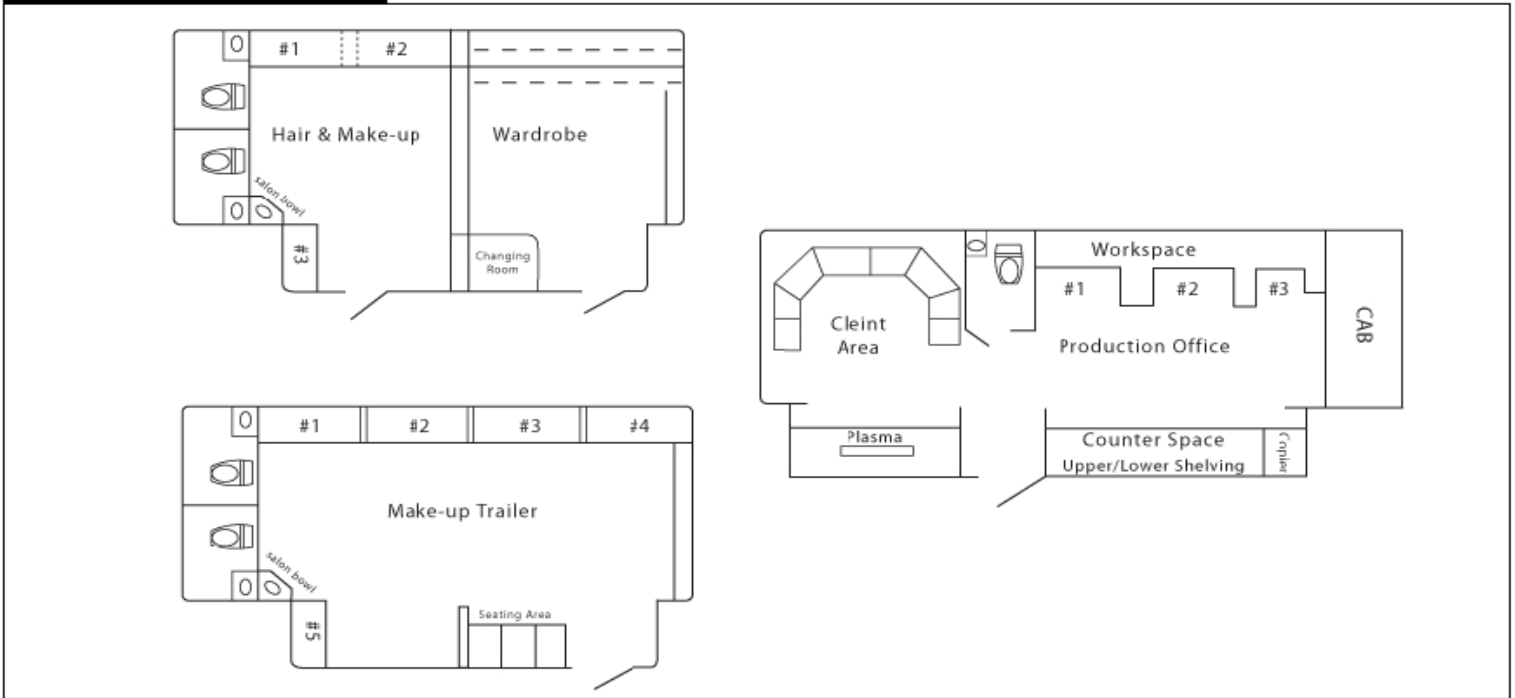
**Other Provisions.** No breach of this Agreement by Owner or Renter is waived by either party unless that party signs a written waiver. This Agreement is not assignable by Renter. If any provision of this Agreement is held invalid or unenforceable in whole or in part, then the validity and enforceability of the remaining provisions, or portions of them, will not be affected. Each person signing this Agreement for Renter represents and warrants that he/she is authorized to sign and deliver this Agreement for Renter and that his/her signature binds Renter to this Agreement. This Agreement contains the entire agreement of Owner and Renter with respect to the subject matter hereof, and may be signed in counterparts



Motor homes

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## SCHEMATIC



## RATES

▪ Flat Rate	\$1200.00 per day
▪ Miles	\$1.75 per mile
▪ Generator	Included
▪ Wireless Internet	Included
▪ Copier	Included
▪ Fax	Included
▪ Satellite TV / XM Radio	Included
▪ Supplies	Included
▪ Generator	\$11.00 per hour

Company Representative Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_