



WorkStream-Texas Rental Agreement

Terms

Last updated: March 4, 2020

Please read this WorkStream-Texas Rental Agreement Terms carefully before consummating the rental of the RV.

Any terms not herein defined shall have the meaning given to them in the WorkStream-Texas Terms of Service.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

Rental services are limited to those persons who are twenty-five (25) years of age and older in accordance with state and federal laws. By renting the RV, you warrant you are the requisite minimum age, and that you have the right, authority, and capacity to agree to and abide by these Terms

1. Additional Definitions.

“**We**”, “**our**” or “**us**” means Workstream-Texas Rental

“**Authorized Driver**” means the Renter and each driver listed on the Departure Form who is permitted to drive the RV. Each Authorized Driver must have a valid driver’s license and be at least twenty-five (25) years of age.

“**Charges**” means the fees and charges that are incurred under these Terms.

“**Rental Period**” means the period between the time you take possession of the RV until the RV is either returned to or recovered by us and checked in by us.

2. Insurance Policy Terms (only applicable if purchasing insurance through the WorkStream- Texas).

By renting the RV, you agree to all the Terms contained herein including the terms associated with The Policy. If you do not agree to these Terms, your only recourse is to not rent the RV.

If you choose to purchase RV Rental Insurance offered through (Named Insured), underwritten by one of the “Insurance Company”, referred to throughout as “The Policy” you will be added as additional insured to the (Named Insured) Master Fleet Rental Insurance Policy, which is an excess and surplus lines policy issued in the state of (Policy State).

The Policy covers “accidents” or “occurrences” while the Renter or an Authorized Driver is operating the vehicle listed on The Policy, for the coverage provided by The Policy and for which you have paid a premium.

In addition, The Policy covers “accidents” or “occurrences” while the vehicle listed on The Policy is occupied but not under operation, for the coverage provided by The Policy and for which you have paid a premium. Coverage will include for units 15 years old or newer Comprehensive and Collision with a (Policy Deductible) deductible per occurrence and for motorized units only bodily injury and property damage liability, (Policy Liability Limit), on an excess basis. This is the Underlying Liability coverage offered through The Policy.

If The Policy is cancelled at your request prior to taking possession of the RV rental, there will be no minimum earned premium retained by the insurer for this insurance. However, if this insurance is cancelled at your request after taking possession of the RV rental, the premium will be fully earned and retained by the insurer.

The Policy does not offer nor cover You, or anyone using the RV, for Uninsured, Underinsured or Uninsured/Underinsured Motorists Bodily Injury or Property Damage, Medical Payments Coverage or Personal Injury Protection or any other coverage not noted above. The named insured has rejected all coverage other than the coverage defined and offered for purchase herein and as a purchaser of coverage under The Policy you expressly agree to the selection and rejections made by the named insured under The Policy. However, The Policy may comply with individual state specific requirements. If an accident, to which The Policy applies, occurs in any state or province other than the one in which The Policy is written, we will interpret The Policy coverage for the Accident or occurrence as follows:

If the state or province has a financial responsibility, compulsory insurance or similar law requiring a driver using a recreational vehicle in that state or province to maintain insurance with limits of liability for bodily injury or property damage higher than the limits The Policy provides, then the limits of liability under The Policy that will apply to that accident will be the higher Minimum Liability Coverage limits required by the law in that state or province or the applicable limits of liability provided for that insured under The Policy.

The Policy’s coverage territory is the United States and Canada. There is no coverage for accidents occurring in Mexico.

By purchasing this insurance, you expressly agree that you understand and agree that coverages are limited as set forth above and that the intent of The Policy provided by “Insurance Company” you selected to purchase coverage under is to provide Liability coverage to third parties who may be injured by your operation of the RV and to provide Comprehensive and Collision coverage for the RV you have rented.

Your risk is not protected by the state insurance insolvency fund, and the insurer or the risk retention group from which your purchasing group obtained its insurance may not be subject to all of the insurance laws and rules of this state.

3. Your Representations, Rental, Indemnity, and Warranties.

If you are towing an RV, you represent and warrant that (i) the towing RV that you use during the Rental Period has the capacity to tow the RV; (ii) any load will be properly loaded and placed for safe operation of the RV; (iii) and you will ensure that when towing the RV, it is properly secured and connected to the towing RV and you will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.

We may repossess the RV at your expense without notice to you if the RV is abandoned or used in violation of law or these Terms. You agree to indemnify Workstream-Texas, defend us, and hold us harmless from all claims, liability, costs and attorneys’ fees we incur resulting from, or arising out of this rental, your use of the RV, our repossession of it, or any unsafe fueling practices performed by you. We make no warranties, express, implied or apparent, regarding the RV or Optional Equipment, no warranty of merchantability and no warranty that the RV or Optional Equipment is fit for a particular purpose.

4. Condition and Return of RV.

You must return the RV to the place of pick up or other location that we specify, on the date and time due and in the same condition that you received it except for ordinary wear. You must empty waste tanks. If you wish to extend the Rental Period, you must do so by booking a rental extension through WorkStream-Texas. If the RV is returned after the date and time due, you remain responsible for the loss of and any damage to the RV

until we inspect it, and Charges may continue to accrue. Service to the RV or replacement of parts or accessories during the Rental Period must have our prior written approval. You must check and maintain all fluid levels and return the RV with at least the same amount of fuel as when received.

5. Responsibility for Damage or Loss; Reporting to Police.

You are responsible for all damage to, loss or theft of the RV, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: (a) all physical damage to the RV measured as follows: (i) if we determine that the RV is a total loss, the actual cash value of the RV, less salvage; (ii) if we determine that the RV is repairable, the reasonable estimated retail value or actual cost of repair; (b) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (c) all costs associated with our enforcement of these Terms or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. We agree to properly maintain the RV; damage as a result of our lack of proper maintenance, or from mechanical or electrical failure which is not a result of your negligence or improper use, is our responsibility. The Company will include a 10% administrative fee on Charges for out-of-pocket expenses for which you will be responsible.

6. Prohibited Uses.

The following acts or uses of the RV are prohibited and constitute material breaches of these Terms:

- (a) Towing or pushing anything using the RV: (i) by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the RV or extended the Rental Period by giving us false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for business use purposes; (vi) to carry dangerous or hazardous items or illegal material; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the RV; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (x) when it is reasonable to expect you to know that further operation would damage the RV; (xi) in a manner that causes damage to the RV due to inadequately secured cargo; (xii) when your RV has insufficient towing capacity as determined by the manufacturer of your RV; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing RV;
- (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the RV;
- (c) Failing to properly secure the RV to the towing RV if applicable;
- (d) Failing to summon the police to an accident involving the RV;
- (e) Damaging the RV by your intentional, wanton, willful or reckless conduct;
- (f) Transporting an animal (other than a service animal) in the RV without our written consent;
- (g) Sitting, standing or lying on the roof or exterior of the RV;
- (h) Transporting passengers in or on the RV while the RV is being towed;
- (i) Placing signs or lettering on the outside of the RV;
- (j) Placing loudspeakers or other sound equipment on the exterior of the RV;
- (k) Failing to use the RV in compliance with all instructions and warnings provided by us;
- (l) Using fuel with an octane rating higher than 87 if the RV is equipped with an outside fuel station; and
- (m) Smoking in the RV without our written consent.

8. Optional Equipment.

We may offer certain “Optional Equipment”, which may include navigational systems, kitchen or linen packages, and child safety seats, upon request and subject to availability for your use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.** If you rent a child safety seat, you must inspect and install the child seat into the RV yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

9. Charges and Costs; Reserve.

You permit us to use the WorkStream-Texas rental platform as a payment agent to reserve against your credit/debit card (the “Payment Reserve”). We may use the Payment Reserve to pay all Charges. We will authorize the release of any excess Payment Reserve upon the completion of your rental. Your debit/credit card issuer’s rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer.

You agree to pay us through the WorkStream-Texas platform, at or before conclusion of this rental or on demand, all Charges, including: (a) base rental rate for the Rental Period, which may include a security deposit; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the RV if you fail to return it or if we elect to repossess the RV under these Terms; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under these Terms; (f) a reasonable cleaning fee if the RV is returned substantially less clean than when rented; (g) a reasonable late fee if you do not return the RV on the date and time due, and you may be charged the standard rates for each day (or partial day) after the date due, which may be substantially higher than the rates for the initially-agreed-upon Rental Period if a special or promotional rate applied to the initially-agreed-upon Rental Period; (h) if you do not return the RV to the place of pick up or other location that we specify, a reasonable recovery fee, plus no more than \$1/mile for every mile between the place of pick up and the place where the RV is returned, repossessed, or abandoned; (i) replacement cost of lost or damaged parts and supplies used in Optional Equipment; (j) a reasonable dumping fee if the RV’s waste tanks have not been drained (valves open, caps off) prior to return of the RV; (k) a reasonable refueling fee plus the cost of fuel if you fail to refill the fuel tank; and (l) replacement cost, or the cost of repairs, for any damage sustained to the RV as previously specified in these Terms. Time, mileage and other Charges are nonrefundable if the RV is returned earlier than the date due. Any Payment Reserve paid by you may be used to pay for any Charges incurred under these Terms.

You and we acknowledge that Departure and Return Forms provided by the Company must be submitted to Workstream-Texas for review in order for any reimbursement requests made against the security deposit or Reserve Payment for damages sustained during the Rental Period to be considered. All Charges and the Departure and Return Forms are subject to final review by us. If errors are discovered after the close of this transaction, you authorize WorkStream-Texas to correct the Charges with your payment card issuer.

9. Your Property.

You release us, our agents, and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the RV or in any service RV or at the place of pick up, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Responsibility for Traffic Violations, and Other Charges.

You are responsible for paying the applicable authorities directly for all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against you, us or the RV during the Rental Period. If we are notified by the authorities that we may be responsible for payment of a Violation, you authorize us to release your rental and payment card information to a processing firm (a “Processor”) for processing and billing purposes. If we pay a toll or Violation on your behalf, you

authorize WorkStream-Texas, to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

11. Our Responsibility to You if the RV becomes Inoperable.

If the RV becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the RV is inoperable. We are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by you as a result of breakdown or any problem(s) with the RV.

12. Personal Information; Telematics Devices; Consent to Communications.

You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under these Terms and other legitimate business functions. **The RV may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** You agree to inform all drivers and passengers of the RV of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system. You agree that to service or otherwise administer your account or to recover amounts you may owe, that we, an assignee, or a collection agency of our choosing ("Collector"), may contact you by calling or sending text messages or emails to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent that you are either the owner or the primary user of the number(s) or email address that you have provided and that the contact information provided is accurate and easily accessible to you. You also agree to update us promptly if that the number(s) or email address changes so that we do not try to contact a number or email address that is no longer owned or used by you. may also contact you by sending text messages or e-mails, using any number or e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. You may revoke your consent at any time by contacting us.

13. Miscellaneous.

These Terms constitutes the entire Terms between you and us. All prior representations and Terms between you and us regarding this rental are void. A waiver by us of any breach of these Terms is not a waiver of any additional breach or waiver of the performance of your obligations under these Terms. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under these Terms does not constitute a waiver of any other provision of these Terms.

Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a RV. If any provision of these Terms is deemed void or unenforceable, the remaining provisions are valid and enforceable. These Terms will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

Renter/Driver _____ Date _____

Owner _____ Date _____