

**Buffalo Teardrops LLC**  
**RENTAL AGREEMENT TERMS AND CONDITIONS**  
**("Terms & Conditions")**

1. **Definitions.** "**Agreement**" means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. "**You**" or "**your**" means the person identified as the renter in this Agreement, any person signing this Agreement, and any Authorized Driver. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "**We**", "**our**" or "**us**" means Buffalo Teardrops LLC. "**Authorized Driver**" means the renter and each driver permitted to drive the towing vehicle with the Trailer in tow. "**Trailer**" means the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Trailer's equipment, linens and accessories, awnings, and keys, as well as any other equipment or articles rented under this Agreement. "**Loss of Use**" means the loss of our ability to use the Trailer for our purposes due to Trailer damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell. "**Diminished Value**" means the difference between the fair market value of the Trailer before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "**Charges**" means the fees and charges that are incurred under this Agreement. "**Rental Period**" means the period between the time you take possession of the Trailer until the Trailer is either returned to or recovered by us and checked in by us.

2. **Rental and Warranties.** This is a contract for the rental of the Trailer. The Trailer may be equipped with location technology, and location privacy is not guaranteed. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of law or this Agreement, and you grant us authorization to access your property if necessary to repossess the Trailer. **We make no warranties, express, implied, or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.**

3. **Your Representations and Warranties.** You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Trailer; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Trailer, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law; that every driver is over 25 years of age and has a valid driver's license.

4. **Condition and Return of Trailer.** You must return the Trailer to our rental office or other location we specify on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after the specified time, you remain responsible for all Charges that continue to accrue, including the additional daily rental rates for the Trailer. Service to the Trailer or replacement of parts or accessories during the rental must have our prior written approval.

5. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss or theft of the Trailer, including damage caused by weather, acts of God or terrain conditions. Your responsibility will include: (a) all physical damage to the Trailer; (b) the Diminished Value of the Trailer due to damage; (c) loss of use of the Trailer, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Trailer is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of loss of use damages and not a penalty; (d) a reasonable administrative fee for us to administer the loss; (e) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (f) all costs associated with our enforcement of this Agreement 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.

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6. **Prohibited Uses.** The following acts or uses of the Trailer are prohibited and constitute material breaches of this Agreement: (a) Towing the Trailer: (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 Vehicle 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 commercial purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the Trailer; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Trailer; (xi) in a manner that causes damage to the Trailer due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Trailer; (c) Failing to properly secure the Trailer to the towing vehicle; (d) Failing to summon the police to an accident involving the Trailer; (e) Damaging the Trailer by your intentional, wanton, willful or reckless conduct; (f) Allowing any animal in the Trailer without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Trailer; (h) Transporting passengers while the Trailer is being towed; (i) Placing signs or lettering on the outside of the Trailer; (j) placing loudspeakers or other sound equipment on the exterior of the Trailer; (k) Failing to use the Trailer in compliance with all instructions and warnings provided by us; (l) Smoking in the Trailer.

7. **Optional Equipment and Accessories.** We offer certain optional equipment and accessories upon request and subject to availability for your use during the rental period for an additional charge. All optional equipment and accessories are rented **AS IS** and must be returned to us at the end of the rental in the same condition as when rented.

8. **Insurance.** We provide collision and comprehensive insurance on the Trailer with a deductible. **You are responsible for the deductible amount(s) and any other damages or losses not covered by insurance.** Insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. **You are responsible for all damage to the Trailer that is not covered by our insurance policy or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Trailer. You are responsible for all damage or injury you cause to third parties and you agree to have in place liability insurance coverage on the Trailer through the insurance policy that covers your towing vehicle or through the purchase of supplemental liability insurance provided through MBA Insurance ([www.mbatrailer.com](http://www.mbatrailer.com)).**

9. **Waiver and Indemnification.** You, individually and on behalf of your personal representatives, heirs, successors and assigns, agree to hold harmless, defend, and indemnify us from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of, result from, occur during, or are in any way connected with your rental and use of the Trailer and any equipment or accessories relating thereto, including claims arising from our own or any other party's negligence. 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 Trailer.

10. **Charges and Costs.** You permit us to charge your credit/debit card for all charges and costs incurred under this Agreement, including for the initial reservation deposit, security deposit, rental charges, and other amounts owed by you. We require a \$300 security deposit. We will refund to you any remaining deposit at the conclusion of the rental. You agree to pay us, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) rental rates for optional

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equipment and accessories you ordered; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Trailer if you fail to return it or if we repossess the Trailer under the terms of this Agreement; (e) all costs, including pre and post judgment attorney fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a reasonable fee to clean the Trailer if returned substantially less clean than when rented; (g) a surcharge if you return the Trailer to a location other than the location where you rented the Trailer or if you do not return it on the date and time due; (h) replacement cost of lost or damaged parts, supplies, or optional equipment and accessories. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.

11. **Personal 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 is left or carried in or on the Trailer, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

12. **Personal Injury.** You release us from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, whether or not the injury was caused by the use of the Trailer, our negligence, or was otherwise our responsibility.

13. **Smoking.** There is NO SMOKING allowed in the Trailer. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any other additional charges incurred in cleaning and/or repair.

14. **Pet Policy.** No pets are allowed in the Trailer without prior written approval by us. If we do approve your pet, there will be an additional pet fee and security deposit. You are responsible for any damage caused by an approved pet. You must have your own separate bedding for any approved pet.

15. **Our Responsibility to You if the Trailer becomes Inoperable.** If the Trailer becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Trailer is inoperable.

16. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the laws of the State of California, and you irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts located in California.

X \_\_\_\_\_ Date: \_\_\_\_\_  
Signature acknowledges that renter has read and agrees to the above Terms and Conditions

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

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