

Flathead Fun Rentals Rental Agreement

Please read full list of rules and make sure to ask any questions as necessary. A paper copy of same rules will be provided at pickup to sign.

1. Contact information: Renter contact information is needed for communication purposes. Please include cell phone number, and email.
2. Insurance: Recreational Vehicle (RV) insurance through the RV share website is mandatory. Car insurance does not cover RV rentals.
3. Rental Period/Pickup Time: Each night the RV is in renter's possession is equal to one day rental. There is a minimum 3 day rental for Ruby Holiday. Mountain standard time applies to pickup and return times. Pickup time is 2pm. Return time is 11am. Alternate pickup and return times are available, for a \$25 fee. Airport pickup and drop off is available upon request, for up to 5 people, at least 7 days in advance, for a \$50 fee each way. If the RV is not returned, requiring Flathead Fun Rentals to retrieve it, the renter will be charged for all costs associated with retrieval.
4. Drivers: All drivers MUST be at least 25 years old, hold a valid drivers license, and be listed as the renter on RV share. Upon pickup Flathead Fun Rentals will verify renter's valid driver's license before departure.
5. Fuel: The RV runs on regular 87 octane gasoline. The gas tank will be full upon pick up. It must be returned with a full tank or a refueling fee of \$10 per gallon will be charged. No other gasoline types are to be used. If alternate fuels are used, and the RV is damaged, Flathead Fun Rentals will charge the renter for the repairs necessary.
6. Propane Gas: The RV heat and stove runs on propane gas. The propane tank will be full upon pick up. As a convenience, Flathead Fun Rentals does not require renter to refill.
7. Destination/Mileage: All renters must state their destination plans. All destinations must be within the state of Montana and within the United States. If preferred destination is outside the state, Flathead Fun Rentals may approve on a case by case basis. Renters are allowed 200 miles per day of travel. Excess miles will be charged at a rate of \$0.35 per mile. If RV is taken out of the state, (unless pre-approved for alternate), or out of the country, the unit will be reported stolen and the security deposit forfeited.
8. Campground Reservations: Flathead Fun Rentals are not responsible for campground reservations. All campground reservations must be made separately with the campground. All campground fees are separate from, and in addition to, the rental price and fees thru RV share and this signed agreement.
9. No Smoking or Vaping: Smoking or vaping (including, but not limited to cigarettes, cigars, pipes, drugs, vape devices of any kind) in the unit forfeits entire security deposit.
10. No Drugs: Any evidence of storage, transportation, or use of illegal substances will forfeit entire security deposit. Any evidence of drug use or transportation will result in law enforcement being called for a report and to collect evidence.
11. No Pets/Odors: No pets allowed in RV. Flathead Fun Rentals also does not allow anything that can create a strong smell in the RV that is difficult to remove, such as storage of raw fish, perfumes or oils. If pet hair or strong odors found, there may be additional charges for cleaning/deodorizing.
12. Unpaved Roads: No travel will be allowed on non-paved roadways like logging roads, seasonal roads, forest service roads, beaches, etc. The only exception is an unpaved road inside, or leading to, a licensed RV park / campground or other approved final destination.
13. Red Light Cameras, Parking Tickets, etc: Any violations for parking, running red lights or unpaid tolls will be transferred to the renter. Additionally, there will be a \$100 administration fee per occurrence.

14. Solar/Electrical power: Solar power is for temporarily running electrical elements of the RV. If 120 volt power necessary (example, for use of Keurig), renter must have a campsite with 30 amp power hookup or generator. 30 amp power cable is provided in RV. Generator is available for additional charge.

15. Security Deposit/Drop off: Security deposit is refunded after the RV is checked in and there is no damage or issues requiring funds from the deposit. It takes 30 minutes for a drop off walk through and paperwork. Please plan accordingly.

16. Orientation/Pick up: When picking up the RV, Flathead Fun Rentals will complete a pre-rental orientation with the renter. This typically takes an hour. Please plan accordingly. In addition to pick up orientation, renter may also download Winnebago Solis app to smart phone, for videos and instructions on operating all features. This can be found at: www.howtosolis.com.

17. Cleaning: The RV is to be returned with a "broom clean" interior. There are cleaning tools provided in RV. Flathead Fun Rentals will empty gray water tank and toilet cassette for renter as a convenience when returned. Renter must empty tanks as needed during rental period if they become full.

18. Damage / Minor Repairs: If the RV and/or the contents of the RV are damaged while in the renters possession, the renter is responsible to pay all damage costs, whether renter is at fault or not. If the damage was caused by acts of nature (wind, rain, earthquake, fire, flood etc). If an accident occurs, renter is responsible to obtain a police report, to contact RV share's insurance and to contact Flathead Fun Rentals.

Any damages need to be reported to Flathead Fun Rentals immediately. If the potential repair is minor, renter may make the repair, after consultation with Flathead Fun Rentals. Replaced defective part(s) and receipt(s) must be brought back for reimbursement. There will be no reimbursement if renter does not bring back the defect part that was replaced and the receipt for the new one. If renter purchases a necessary item, due to an equipment failure (grey water hose or clean water hose, ice chest, etc) the item purchased, and the receipt must be surrendered upon return, for reimbursement.

19. Appliances: The fan, solar panel, fridge, Keurig, gas stove, heater, shower, toilet, storage bins, electrical and USB jacks, etc are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to renter. For assistance with use, renter may consult Winnebago Solis app or contact Flathead Fun Rentals.

20. Missing RV Accessories: Please be sure necessary accessories are on board before leaving the campground. Movable accessories include: 30 amp power cord, clean water hose, grey tank hose, toilet cassette, and ladder. All add-ons also must be returned with RV, such as generator, tables, chairs, canopy, coolers, sleeping bags and pillows, etc. Renter will be charged for any missing items.

21. Contingencies: Flathead Fun Rentals' ability to provide the RV to the renter is contingent upon the previous renter returning the unit on time and undamaged. Time is allowed between rentals to take care of minor issues that come up. However, if the RV is not returned, is damaged, or otherwise not road worthy, and there is insufficient time to repair the RV before the next reservation, resulting in cancellation, the renter may receive a full refund.

22. Mechanical Breakdown: RVs, just like any other mechanical equipment, have the potential to breakdown. The RV has been tested before pickup and all parts are in working order. If for some reason the renter has a mechanical breakdown, affecting the drive-ability of the RV, Flathead Fun Rentals will authorize repairs on the road as necessary.

23. Terms and Conditions: RV share's terms and conditions are available to you online. Please read and review the terms prior to pickup. By signing Flathead Fun Rentals' Rental Agreement the renter reports that he/she agrees to comply to all RV share's terms and conditions, in addition to Flathead

Fun Rentals requirements. If there is a discrepancy between Flathead Fun Rental's rental agreement and RV share's terms and conditions, the stronger, stricter rule applies.

24. Personal Property and Injury: Renter releases Flathead Fun Rentals, LLC, and its agents, whether or not caused by negligence, or otherwise its responsibility, from all claims of loss, or damage to renter's personal property, or that of renter's guests, that was carried into or left in the RV, and all claims of injury, including but not limited to, personal, bodily or mental injury, economic loss or damage to renter or renter's guests.

25. Waiver, Severability & Attorneys' Fees: Flathead Fun Rentals failure to enforce its rights under this Agreement or at law, shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing. If any provision of this Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

26. Entire Agreement: This Agreement constitutes the entire Agreement between the parties regarding the rental of the RV and supersedes all prior oral or written agreements or understandings regarding this subject matter. No term of this Agreement can be waived or modified, except in writing with a signature.

Signature of Renter

Date
