

## **RV RENTAL AGREEMENT**

This agreement constitutes a contract between the person(s) named on the contract and John Pouliot d/b/a "JP Strategic Holdings, LLC"

### **Definitions**

- "Contract" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- "You" or "your" means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and separately bound by this Contract.
- "Owner," "we," "our," "us," "I," or "my" means the private owner, John Pouliot d/b/a "JP Strategic Holdings, LLC" renting the vehicle to you.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- "Vehicle" or "RV" means the 2022 Thor Quantum KW29 recreational vehicle identified in this Contract.
- "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

#### **Terms and Conditions**

- 1. RETRIEVAL / RETURN TIME: You agree to pick up the vehicle at the specified location at the pre-arranged time. A late pickup fee of \$65 per beginning hour will be charged if the vehicle is picked up later than 30 minutes after the pre-arranged time. This fee may be waived at the Owner(s)' sole discretion if there are extenuating circumstances. You agree to return the RV by the agreed upon time. Unless arrangements have been made for a late return, a \$65 per hour late fee will be charged for each beginning hour that the vehicle is returned later than the pre-arranged time. There is a 30 min grace period. This fee may be waived at the Owner(s)' sole discretion if there are extenuating circumstances.
- 2. AVAILABILITY OF RENTED RV: JP Strategic Holdings, LLC will make effort to provide an agreed upon RV to the renter, but accepts no liability in the event that the RV is unavailable due to circumstances beyond our control (actions by previous renters, unforeseen damage repair times, vehicle collisions, unforeseen breakdowns, acts of God or nature, etc.) In the event that an RV becomes unavailable, the renter will receive a FULL refund and have no other remedy than to find RV services elsewhere and at their own expense.
- 3. NO SMOKING / VAPING ALLOWED: Since many people have allergies and it is difficult to remove the odors and allergens associated with smoking and vaping, we must strictly enforce a NO SMOKING/VAPING policy. If any indication of smoking inside the RV is found, JP Strategic Holdings, LLC reserves the right to charge a mandatory cleaning fee of \$250.00 or more if needed, to treat the interior. In addition, any damage caused by smoking will be the responsibility of the renter.
- 4. PET POLICY: JP Strategic Holdings, LLC is a pet friendly entity, and we do not charge extra for common household pets or service animals. This DOES NOT INCLUDE ANY LIVESTOCK ANIMALS. Please limit your companions to 2, unless prior written permission is given by owner or their representative. PLEASE DO NOT leave your pets unattended inside the RV, unless crated, as pets tend to get upset when left alone leading to anxiety related damage. JP Strategic Holdings, LLC reserves the right to charge for the repair of any damage caused by pets.
- 5. WHAT WE SUPPLY / ITEMS LEFT BEHIND: The RV is equipped with camping items listed on the checkout sheet. Costs for lost/damaged items will be the responsibility of the renter. JP Strategic Holdings, LLC is not responsible for any items left behind in the RV or at a campsite if the RV is retrieved. Renter will be notified if any items are found, and these items will be held for no more than 30 days. It will be the responsibility of the renter to retrieve these items within this timeframe. Any items not retrieved will be donated to a local charity.

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- 6. HOLD HARMLESS: JP Strategic Holdings, LLC does not assume any liability for loss, damage, or injury to personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing. Nor will JP Strategic Holdings, LLC accept any liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.
- 7. WASTE TANKS / PROPANE / FUEL: Unless otherwise agreed to beforehand (for rental agreements without delivery), the RV must be returned with the WASTE TANKS (BLACK and GREY) EMPTIED. A \$50 labor fee and any dumping charges will be charged to the renter. You agree to pay a gasoline fee of \$39 each, plus the actual cost of gasoline to refill the gasoline tank if it is returned less than agreed.
- **8. DRIVER INFORMATION:** (For non-delivery rentals) Renter understands that a copy of the driver's license must be presented BEFORE departure. You must be 25 years of age or older to rent from JP Strategic Holdings, LLC. ALL persons driving the RV must have a VALID driver's license.
- **9. TOLLS AND TRAFFIC VIOLATIONS:** (For non-delivery rentals) The renter agrees to pay all tolls and traffic violations incurred throughout the course of the trip. ALL tolls and traffic violations during or after the rental period.
- 10. TRAVEL CONCERNS: For the rental period, any and all problems, damages, malfunctions of the RV are to be reported as soon as possible. Unauthorized repairs will not be reimbursed. If the vehicle becomes disabled due to the renter's negligence i.e. drove over something, something flew under the RV, etc. the renter would be responsible for all repairs. If the renter is at fault for any damage or mechanical failure, the renter will be responsible for all repairs, and any loss of future rental income for the time that the RV is not available to rent. If the vehicle is disabled due to our negligence i.e. didn't do proper maintenance, normal wear and tear on any part, or didn't do a proper repair JP Strategic Holdings, LLC will be responsible for all repairs. ALL vehicle malfunctions/mechanical issues must be reported to JP Strategic Holdings, LLC as soon as the problem occurs. No reimbursement for out-of-pocket expenses will be made if prior approval has not been received. We will not pay or reimburse you for hotels/motels, food expenses, lost time, unused rental day due to lost time, etc. if prior approval has not been received. You are responsible for checking and maintaining all fluid levels during the rental period. You are required to check the tire pressure daily and maintain a minimum pressure of 75 PSI. Pressure less than 75 PSI can cause tire damage and misalignment.
- 11. **EXAMINATION:** You acknowledge that you have carefully examined the RV and have marked any previous damage on the Checkout form. You find the RV suitable for the purpose for which it is leased. You will maintain the RV in a safe and dependable condition while in your custody. You agree and understand that non-operating secondary systems do not constitute a discount. You understand that during the course of your trip, if one of more of the secondary systems stop functioning or are not functioning you are responsible for contacting us. Refrigerators, air conditioners, heating, stabilizer jacks, TVs, electronics, awnings, slide-outs, roof vents, steps, water heater, shower, water pump, toilets, generators, electrical outlets, lights, stove, microwave, propane tanks, smoke detectors, gauges, are all considered secondary systems.
- 12. PROHIBITED USE: The RV will not be operated by anyone who is not an authorized driver; by anyone not licensed to drive; by anyone who's driving license is suspended or revoked; by anyone who is intoxicated or impaired by any legal or illegal substance; by anyone who obtained the RV by giving false, fraudulent, or misleading information; in furtherance of any illegal purpose or under any circumstances that could be properly charged as a crime other that minor traffic violations; to carry persons or property for hire or compensation; to push anything; to tow anything unless auhorized by us in writing; in any race or speed contest; to carry dangerous, hazardous, or illegal materials; outside of the United States or in any restricted by terms found elsewhere in this agreement; when loaded beyond its capacity as determined by the manufacturer of the RV; on an unpaved surface except at an RV campground; to transport more persons than the vehicle has seatbelts for or to carry persons outside of the passenger compartment; to transport children without a federally approved child safety restraint or booster seat as required by state law for every state that the RV will be driven in; with adequately secured cargo; after an accident involving the RV without first reporting the accident to police and to us. Driving the vehicle under and overpass, overhang, or roof structure without sufficient clearance is also prohibited. You agree not to sit, stand, or lie on the roof of the RV.

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ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges JP Strategic Holdings, LLC from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have not occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises / RV and agrees to hold JP Strategic Holdings, LLC free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties, or liabilities of the parties to this Agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney's fees and costs. If Renter violates any condition of this agreement, JP Strategic Holdings, LLC has to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Pinellas County, Florida and consents to the personal jurisdiction of any proper court located therein.

- You have truthfully disclosed the identity and proper age of all drivers.
- You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
- You agree not to take the vehicle outside of the continental United States.
- You agree that all insurance information (if applicable) provided is true and valid.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract in its entirety, including the Terms and Conditions before being asked to sign

Renter(s)' Name (PRIN	T):	
Renter(s)' Signature:		Date:
Owner(s)' Signature:		Date:

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