

RV Supplemental Rental Contract Seabreeze RV 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.
- “We,” “our,” “us,” “I,” or “my” means the private owner(s) and property manager(s) renting the vehicle to you.
- “Web Platform” means the RV Rental search engine used by the private owner(s) and manager(s) as an intermediary only.
- “Authorized Driver” means you and any additional driver approved and listed by us on this Contract.
- “Vehicle” means the 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.

Important Disclosures

- By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) and Property Manager(s) of the RV in any suit brought against them.
- You are covered by an owner supplied commercial insurance policy with a \$ 1500 deductible. Chips in the windshield or other glass damages are not covered by the policy. Tire and all interior damage are not covered by the policy.
- You are **financially** responsible for **all** damage (both **exterior and interior**) to, or loss or theft of, the vehicle, which includes the cost of repair or the actual cash value of the vehicle if it is not repairable or if we elect not to repair it, **loss of use**, diminished value of vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit **may** cover some or all of the damages. You will usually pay only the insurance deductible.
- **You must report all accidents involving the vehicle to us and the police IMMEDIATELY after occurrence.**
- By signing this contract, you understand and agree that there may be optional products that you may or may not opt to add on to your rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the rental has been completed based on usage and damages.
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Terms and Conditions

1. AMENDMENT TO RENTAL AGREEMENT:
2. 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)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
3. 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 15 min grace period. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
4. The refundable security deposit for this rental is **\$1,000 depending on the RV value.**
5. You understand that a **cleaning fee** is not the same as a **prep and sanitation fee** which is not the same as a **wastewater dumping fee.**
6. **Without a special permission pets are not permitted in the vehicle.** If there is evidence of a pet, you will be subject to an additional cleaning charge of **\$399** plus forfeiture of your entire security deposit at the manager’s/owner’s discretion. If a pet is permitted you are required to sign a pet waiver outlining your responsibilities.

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7. **Smoking/vaping is not permitted in the vehicle.** If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of **\$399** plus forfeiture of your entire security deposit at the manager's/owner's discretion.
8. 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.
9. Additional charges include: wastewater dumping charge of **\$ 120** if applicable. You agree to pay these charges if necessary.
10. No refund will be given if you prepay for a service but do not use it. No refund for early returns.
11. You agree to pay us on demand for all charges due us under this contract, including but not limited to: (a) time for the period during which you take the Vehicle; (b) there are no charges for additional drivers; (c) charges for the optional services; (d) applicable taxes if any; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (f) **\$499**, plus **\$0.39/mile** for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (g) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **\$ 69** for each day that it is unusable or unrentable; (h) **we will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in**; (i) if the vehicle is equipped with a GPS and it records a speed in excess of **75** mph, there will be a safety assessment of **\$49** for each day that the speed was in excess.
12. You have truthfully disclosed the identity and proper age of all drivers.
13. 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.
14. **You agree that towing requires prior written approval by us and our insurance company MBA.**
15. 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.**
16. Unless written authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the rental period.
17. The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible. **No adjustments will be made to your charges**
18. You agree not to take the vehicle outside of the continental United States.
19. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) IMMEDIATELY upon discovery.
20. You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license with less than 3 points.
21. You agree that all insurance information (if applicable) provided is true and valid.
22. You agree that Vehicles **shall not** be driven off road or any unpaved surface.
23. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel ,wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
24. This is a contract for Rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law of this contract or if there is imminent danger for the vehicle. You agree to in-

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demnify us, defend us, and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of, this rental and your use of the Vehicle.

- 25. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
- 26. You must return the Vehicle to the place of pickup or other location that we specify, on the date and time specified in this Contract, and in the same condition that you received it, except for ordinary wear.
- 27. If the Vehicle is returned after the specified time, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it.
- 28. You release us 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 Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 29. No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the State of **Florida and Pinellas County apply to this contract**
- 30. **Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the Property Manager(s) or Owner(s) during the trip will be done for these items if there are issues. These include TVs, antennas, CD and DVD players, radios, awning, fans, coffee makers, vacuum cleaners, artificial fireplaces, swiveling seats and left/right/rear cameras.**
- 31. A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Contract does not constitute a waiver of any other provision of this Contract. 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 vehicle.
- 32. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.
- 33. Vehicle is monitored by a GPS tracking device as required by our insurance.
- 34. **Use of retractable awning is to be limited and MONITORED AT ALL TIMES WHILE EXTENDED, and ALWAYS CLOSED AT NIGHT, during rain or any wind in the area. The awning is NOT COVERED by any insurance, any repairs will be paid OUT OF POCKET: Total replacement costs average around \$3000 plus loss of use fees- USE WITH EXTREME CAUTION.**
- 35. Rentals include 2 sets of keys, loss of a set will incur a \$150 replacement fee.
- 36. This RV is rented "fully stocked" and is expected to be returned with all contents in which it left with, replacement of items will be based on market value plus \$75 administration fee. We understand accidents happen, please communicate with owner/managers if any breakage or loss of items happen during your rental period.
- 37. RV is registered to SUN PASS/EZ-PASS toll road system, we will provide you with a detailed bill for tolls accrued during your rental period, and bill you accordingly, no administration fees applied.

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)' Signature: _____

Manager(s)'/Owner(s)' Signature: _____

Renter's Initials _____

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Pet Addendum to rental contract

In addition to the Supplemental Rental Contract signed / /2024 the renter agrees to the following additional terms and conditions:

Pets are welcome in this RV but because of sanitary reasons they are NOT allowed on uncovered mattresses, cushions and seats. Renter is responsible to cover these at all times with suitable material. All fabrics have to be **free** of any hair when the RV is returned. Violating this health policy will forfeit the security deposit.

Renter is fully responsible for all damages, stains etc. caused by pet.

Renter Signature

Date

Renter's Initials _____