



RV RENTAL AGREEMENT

REMLE 1 RV RENTAL

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 renters direction. All person referred to as you or your are jointly and separated bound by this contract.
- “We” “our” or “my” means the private owner(s) and property manager(s) renting the vehicle to you.
- “Web platform” means the rental third party that may have been used by the private owner(s) and manager(s) as an intermediary
- “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 damaged 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 third party platform supplied insurance policy with a \$__ deductible, or by a Certificate of insurance from your insurance company, or by commercial insurance policy from the owner.
 - A. Chips in windshield or other glass is not covered by the policy
 - B. Interior damage is not covered by the policy
- You are **financially** responsible for **all** damaged (both interior & exterior) to, or loss of theft of the vehicle which includes the cost of repaired or the actual cash value of the vehicle if is not repairable or if we elect not to repair it loss of use, diminished value of the vehicle caused by damaged to it or repair of missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit may cover some minor or all damages. You will pay only the insurance deductible.
- You must report all accidents involving the Vehicle to us and the Police within 24 hours of occurrence.
- By signing this contract, you understand and agree that there are conditional fees that may or may be not charged to you after Rental has been completed based on usage and damages.

Terms and Conditions

1. You, (Renter) do hereby to Rent RV Motorhome 2021 THOR FOUR WINDS 27R Vin # 1FDXE4FN5MDC28628 to LILIBETH ALMANZOR (Owner/Manager) under the following terms and conditions.
2. The rental shall be from Date____ through Date_____
3. The sum of the rental shall be \$ _____ USD, plus \$1.00 per mile over (*100 miles per night included*)
4. The security deposit for this rental is \$1,500.00. Mandatory preparation and Sanitation fee is \$150.00
5. No refund will be given, unless its clear for inspection after 72 hours when the trip is completed.
6. You understand that sum of rental included generator charge of \$0 per day 3 hours or less. Plus \$4.00/hr after. You are only allowed to run generator 12 hours max per night.
7. You agree to pay gasoline and propane fee of \$25 each plus the actual cost of gasoline and propane to refill tank if its not returned in original gage when you pick up the RV.
8. You agree for Additional charges of \$150.00 may included for waste water dumping if the **GRAY/BLACK** tank is not empty plus gas milage of \$1.00/ mile.
9. You agree to pay cleaning fee of \$150 up to \$200 if not returned clean.
10. You understand that these cleaning fee is not same as prep and sanitation ,which is not same as waste water dumping fee.
11. Pets are not permitted in the RV. If theres a evidense of a pet you will be charge for additional cleaning and sanitation plus potential forfeiture of your security deposit at the manager(s) owner(s) discretion.
12. Smoking /vaping is not permitted in the RV .If theres a evidense of a pet you will be charge for additional cleaning and sanitation plus potential forfeiture of your security deposit at the manager(s) owner(s) discretion.
13. You agree to pick up the vehicle at the specified location at the pre-arrangement time. A late pick up of \$30/hr will be charge. Unless you notified owner(s) manager(s) 2 hours ahead of time if you will be late.
14. You agree to returned RV no later than 11:00am on return Date_____
15. You will be charge \$30 per hour late fee for each hour that the vehicle is returned later than pre-arrangement time.(Please note:)You understand that you are not covered with any insurance after Due Time and Date you will be responsible for any damaged
16. We have 72 hours to inspect from the time you returned the RV for damage not noticed at check in. You have 72 hours from the time we submit the final check in forms to dispute any damages .
17. You relase the property manager(s) owner(s)from all claims for loss or damage to your personal property of that or any other person, which is left or carried in the vehicle.
18. You agree to pay us on demand for all charge 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 charge for additional driver with valid driver license and signed on agreement. (c.) applicable taxes if any:

(e) all traffic, toll, or parking violations, fines, citation, penalties, forfeitures, court costs towing charges and other expenses. involving the vehicle assessed against us or the vehicle. If you fail to pay toll or traffic charge to charging authorities. (f) \$265.00 plus \$0.65/mile for every mile from the renting location and the place where the vehicle is returned, repossessed or abandoned plus any additional 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. (h.) a "loss of use" fee if you returned the vehicle with damage that renders it unusable or unrentable in the amount of \$265.00 for each day that is unusable or unrentable. (i.) we will not return any of the time or mileage charges if you returned the vehicle earlier than the date or time due.

19. There is \$50 per day safety assessment for each day that you exceed **75 mph** as recorded by GPS tracker.
20. You have truthfully disclosed the identity of all drivers.
21. You agree to return the RV in the same condition in which it is received. This includes odor-free for sake of next renters, please clean the interior and do not leave any garbage to avoid additional fee.
22. You understand to empty **BLACK & GRAY TANK** prior to return to avoid dumping fee.
23. You are responsible for checking and maintaining all fluids levels during rental period. This includes generator oil if you are using generator.
24. In the event of freezing or cold weather (35 °F / 1.66 °C) you are responsible for draining all water tanks (Fresh Water, Black water, Gray water tank. Water lines and water heater tank.
25. You will be responsible for the repair of freezing pipes includes water pump. Water lines and water heater, Black and Gray tank if fail to do so.
26. We may use your security deposits to pay any amounts owed to us under this contract, which shall include replacement of **FUEL** or **LP gas**, waste water dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines penalties, forfeitures, court costs towing any 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 RV as required by the terms of the rental contract, if the amount of your security deposits is insufficient to satisfy all amounts due, then you agree to pay all charges excess.
27. Unless authorization is obtained from manager(s) owner(s) no repairs, replacement of parts or service shall be completed during your rental period.
28. The Owner(s) Manager(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.
29. Owner(s) Manager(s) are responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible
30. You agree not to take RV outside of the continental United States and Canada
31. You are responsible for reporting all accidents, incident of vandalism or theft to the police and owner(s) manager(s) upon discovery.
32. You agree that all driver information has been reported accurately **NO** unauthorized drivers shall operate or drive the vehicle. All Drivers must be 25 yrs. old or older with valid Driver license.
33. You agree that all insurance information provided is true and valid
34. You agree that MOTORHOME shall not be driven off road or any unpaved surface, very rough roads of any type.
35. This contract rental of the vehicle that We may repossess the vehicle at your expenses without noticed to you if the RV is abandoned or used in violation of law or this contract. You agree to

- indemnify us depend 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
36. We make no warranties, express, implied or apparent regarding the vehicle no warranties or merchantability and no warranty that the vehicle is fit for a particular purpose.
 37. You must return the vehicle on the place of pick-up or other location that we specified in this contract and same condition that you received it, except ordinary wear.
 38. If the vehicle is returned after the specified time you still responsible for the safety, and any damage to the vehicle until we inspect it.
 39. The following acts of uses of the vehicle are prohibited and may result in forfeiture of the entire security deposits (a.) driving the vehicle: (I) by anyone who is not an authorized driver, or anyone whose driving license is suspended in any jurisdiction; 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 a law other than minor citation.(v)to carry a persons or property to hire.(vi)in any race, speed test or contest.(vii) to carry dangerous or hazardous items or illegal material.(viii) outside the United States and Canada.(ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle.(x) when driven through or under an underpass or other structure without sufficient overhead or side clearance.(xi) when it is reasonable to expect you to know that further operation would damage the vehicle.(xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo.(xvi) on unpaved or very rough roads.or (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage.(c) damaging the Vehicle by your intentional, wanton, or reckless conduct.(d) damaging the Vehicle by an animal transported in the Vehicle. (e) using the awning.(f) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle.(g) damaging the Vehicle by placing tire chains, signs, lettering or painting outside of the Vehicle.(h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle.(i) taking the RV to Burning Man, EDC (Electric Daisy Carnival music festival) or concert/music festival unless authorized by the Manager(s) and Owner(s). (j) disabling the GPs if so equipped,(k) carrying guns, ammunition or large knives.
 40. We may use your deposit to pay any monies owed us under this Contract.
 41. You release us from all claims for, loss of, or damage to, your personal property or that 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.
 42. 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 **IL and Cook County** govern this Contract.
 43. Certain items are considered non-essential convenience items. If they fail to work during this 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, satellite radios, GPS navigation hardware and software, hair dryers, fans, coffee makers, vacuum cleaners, artificial fireplaces, swiveling seats and left/right/rear cameras.
 44. 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 of the reservation of a Vehicle.

45. You will indemnify, defend, and holds 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.

46. You understand that the Water in this motorhome are not drinkable. We will not be responsible if someone gets sick by accidentally drinking the water.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract entirely, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this Contract, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

Renter's Name

Additional Driver's Name

Signature

Signature

Date

Date

Renter's Initials _____