

Williamson RV Rental LLC Recreational Vehicle Rental Agreement

Important Disclosures:

By signing this agreement, 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 of the RV owners (referred to elsewhere in this document as **RV Owners**), Williamson Auto & RV, LLC (referred to elsewhere in this document as **Property Managers**), Williamson RV Rental LLC (referred to elsewhere in this document as **Rental Company**), and **Outdoorsy/Wheelbase/RVshare** (referred to elsewhere in this document as **Web Platform**) in any suit brought against them.

Responsibility for Damage or Loss; Reporting to Police

You are **financially** responsible for **all** damage (both **exterior and interior**) to, or loss or theft of, the RV, which includes the cost of repair or the actual cash value of the RV if it is not repairable or if we elect not to repair it, loss of use, diminished value of RV caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. **You must report all accidents involving the RV to us and, if applicable, the police within 12 hours of occurrence.**

Optional Products and Fees Disclosure

By signing this agreement, 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.

Rental Company Information:

Full Name Williamson RV Rentals LLC
Full Address 2706 N US 31
Seymour, IN 47274
Phone (812) 216-5640
Email williamsonautoandrv@gmail.com
RV (see reservation details)

Renter(s) Information:

Full Name (see reservation)

I, **(renter)**, do hereby agree to rent this RV **(see reservation)** from **Williamson RV Rentals** (Rental Company) and **RV Owners** under the following terms and conditions:

1. The rental shall be from **(see reservation)**
2. The sum of the rental is listed in the reservation details.
3. Mileage and generator details are listed in the reservation details.
4. The refundable security deposit for this rental, see reservation details for amount.
5. I understand that the sum of the rental includes a cleaning fee of **\$0** if returned clean or a minimum **\$250** if not returned clean.
6. I have truthfully disclosed the identity and proper age of all drivers.
7. **Pets are not permitted in the RV unless preapproved by the owners.** If there is evidence of a pet, I will be subject to an additional cleaning charge of **\$399** plus potential forfeiture of my entire security deposit. Pets that are preapproved and listed on the reservation details are subject to a one-time **\$150 Pet Fee**.
8. **Smoking/vaping is not permitted in the RV.** If there is evidence of smoking, vaping or other strong odors, I will be subject to the additional cleaning fee of **\$399** plus potential forfeiture of my entire security deposit, at the manager's/owner's discretion.
9. I agree to pay a late return fee of **\$129** plus **1.5 times the per nightly rate for each night** if I do not return the RV on the originally agreed upon day without approval. **No refunds for early returns.** Extension of the rental at the current rate is permitted only with prior permission from the Rental Company and payment of extension is paid in full prior to extension period.
10. For motorhomes, I agree to pay a gasoline of **\$40**, plus the actual cost of gasoline to refill the gasoline tank if it is returned less than full.
11. Waste Tanks. Wastewater (black and gray tanks) dumping charge of **\$40** and/or **\$100** if the toilet or tank is clogged, if applicable. I agree to pay these charges if necessary.
 - a. DO NOT EVER LEAVE THE BLACK OR GRAY TANK VALVES OPEN DURING USAGE!
 - b. Some RV safe toilet paper will be provided and this is the ONLY thing put into the black tank. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, non-RV toilet paper, etc., should be put into the black tank or a clog may result.

- c. There is to be NO food, or any other item, other than sink and shower water, placed into the gray tank. Any amounts of food particles may result in a clog that will require extensive cleaning to clear.
 - d. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON.
12. I have read and agree to all rental rates.
 13. I shall be responsible for any and all damages to the RV. If damage is caused, the renter will either pay for the damage or insurance deductible (if applicable). If the Rental Company, Property Manager, or owners work on the RV, due to renter caused damage, renter will be charged **\$100/hour**. This includes, but not limited to, time to/from RV to make repairs or fix RV, time fixing the repairs, and time getting estimates/pickup of needed parts or RV.
 - a. If the contract is violated, including, but not limited to, not following the rules, not informing the Rental Company of damages in the requested amount of time, the renter will pay the current Williamson RV rate.
 14. **Condition/Repairs:** Unless authorization is obtained from the owner(s) or Rental Company, no repairs, replacement of parts or service shall be completed during the Rental period.
 - a. If an unauthorized repair is performed, renter is responsible for 100% of the cost of repair and any and all subsequent charges for the repair to be corrected or finish properly.
 - b. Any repairs or service (towing, repairs, fixes, ext), authorized or unauthorized, receipts must be provided to the Rental Company when the RV is returned if they had not been provided sooner.
 - c. I am responsible for checking and maintaining all fluid levels during the rental period.
 15. I, **the renter**, release **Williamson RV Rental LLC** (Rental company) and **Williamson Auto & RV LLC** (Property Manager) and **RV Owners** from all claims for loss of, or damage to, my personal property or that of any other person, which is left or carried in the RV.
 16. The Rental Company, Property Management, nor Owners are **NOT** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the lessor, resulting from breakdown or any other delay problems. The Rental Company, Property Management, nor Owners are NOT responsible for campground reservations – including cancelations for COVID. All campground reservations must be made separately with the campground’s reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this agreement. No refunds will be given for campsite reservation errors.
 17. The Rental Company, Property Management, or Owners shall be responsible for completing any necessary repairs and returning the RV to Rental condition as promptly as possible.
 18. Pickup: I agree to pick up the RV at the specified location at the pre-arranged time. **A late pickup fee of \$65 per hour will be charged for each hour that the RV is picked up late. This fee may be waived at the Property Manager’s sole discretion if there are extenuating circumstances.**
 19. Return: I agree to return the RV in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
 - a. I will return the RV to the place of pickup, or other location, *that we specify*, on the date and time specified in this Agreement, and in the same condition that I received it, except for ordinary wear.
 - b. I agree to return the RV by the agreed upon time, but no later than **the return time and date stated on the reservation Eastern Standard Time. Unless arrangements have been made for a late return, a \$65 per hour late fee will be charged for each hour that the RV is returned later than the pre-arranged time.**
 - c. If the RV is returned after the specified time, you remain responsible for the safety of, and any damage to, the RV until we inspect it. If the RV is returned after dark or while owner is not unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be applied to your security deposit. Renter forfeits their right to complete a return walkthrough with owner, if the RV is returned at a time different than indicated on the reservation
 20. I agree not to take the RV outside of the continental United States. I am responsible for reporting all accidents, incidents of vandalism or theft to the police and the Rental Company upon discovery.
 21. I agree that all driver information has been reported accurately and no unauthorized drivers shall operate the RV. All reported drivers must have a valid driver’s license and provide a copy of their driver’s license during pickup if asked.
 22. I agree that all insurance information (if applicable) provided is true and valid.
 23. Towing Safety: If I am towing, I agree to use all safety and required equipment. If sway/stabilizer bars are required, they will be provided, and must be used at all times while towing the RV. Removal of the sway/stabilizer bars prior to backing into a parking space or RV slot is permitted. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit.
 24. **Height:** Please remember that the RV is *much taller than the average vehicle* and are not equipped to withstand an impact with a tree, low bridge/overpass etc. and will result in damages totaling MORE than your security deposit, so be aware of low clearance signs. All damages to the RV, including damage while driving (tree, toll road, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. The dimensions of the RV can be provided upon request. *Never attempt going through a drive-through.*

25. We may use your security deposit to pay any amounts owed to us under this agreement, which shall include replacement of fuel or LP gas, time and mileage, loss or damage to the RV, 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 RV, if you fail to return the RV as required by the terms of the Rental agreement. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.

Terms and Conditions

1. Definitions.

- "Agreement" 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" or "renter" or "renters" means the person identified as the lessor on this form, any person signing the Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the lessor's direction. All persons referred to as "you" or "your" are jointly and separately bound by this Agreement.
- "Authorized Driver" means the Renters and any additional driver listed on this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the RV. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the RV. Each Authorized Driver expressly warrants and guarantees that by operating any of the RV, the Authorized Driver is competent, capable, licensed, and qualified to operate such RV.
- "We," "our," "us," "I," or "my" means the private owner(s) and property manager and rental company renting the RV to you.
- "**Web Platform**" means the RV Rental search engine used by the private owner(s) and manager.
- "RV" means the recreational vehicle (motorhome, travel trailer, 5th wheels, rental unit) identified in this Agreement.
- "Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.
- "Loss of Use" means the loss of our ability to use the RV 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 RV until it is repaired or replaced times the daily Rental rate.

2. Rental, Indemnity and Warranties

This is a contract for Rental of the RV. We may repossess the RV at your expense without notice to you, if the RV is abandoned or used in violation of law or this Agreement. You agree to indemnify both us and **Web Platform**, defend both us and **Web Platform**, and hold both us and **Web Platform** harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of, this Rental and your use of the RV. **We make no warranties, express, implied or apparent, regarding the RV, no warranty of merchantability and no warranty that the RV is fit for a particular purpose.**

3. Prohibited Uses

The following uses of the RV are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the RV; and may result in forfeiture of the entire security deposit:

- a) driving/towing the RV:
 - i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;
 - ii) by anyone under the influence of drugs or alcohol;
 - iii) by anyone who obtained the RV or extended the Rental period by giving us false, fraudulent, or misleading information;
 - iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation;
 - v) to carry persons or property for hire;
 - vi) to push or tow anything other than the vehicle towing the trailer listed as Equipment, to teach anyone to drive, or to carry objects on the roof of the Equipment;
 - vii) in any race, speed test or contest;
 - viii) to carry dangerous or hazardous items or illegal material;
 - ix) for travel outside of the United States or Canada, specifically excluding travel into Mexico;
 - x) when loaded beyond its capacity, as determined by the manufacturer of the RV;
 - xi) when driven through or under an underpass or other structure without sufficient overhead or side clearance;
 - xii) when it is reasonable to expect you to know that further operation would damage the RV;
 - xiii) in a manner that causes damage to the RV due to inadequately secured cargo;
 - xiv) to transport more persons than the RV has seat belts, or to carry persons outside the passenger compartment;

- xv) to transport children without approved child safety seats as required by local law;
- xvi) on unpaved roads like logging roads, forest service roads, beaches, etc (Driving on a non-paved road inside a licensed RV park is acceptable); or**
- (b) failing to summon the police to any accident involving the RV that caused personal injury or property damage;
- (c) damaging the RV by your intentional, wanton, or reckless conduct;
- (d) damaging the RV by an animal transported in the RV;
- (e) damaging the RV by sitting, standing, lying or walking on the roof of the RV;
- (f) damaging the RV by placing tire chains, signs, lettering or painting on the outside of the RV;
- (g) damaging the RV by placing speakers or other sound equipment on the exterior of the RV;
- (h) taking the RV to Burning Man unless receiving written prior approval. Penalty is a charge of 5x the nightly rate for the duration of the reservation. This does not cover any additional fees, includes but not limited to, cleaning or damage.
- (i) disabling GPS.

4. Insurance

- a) Overview
 - a. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.
 - b. Where the travelled-region's law requires the RV owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.
 - c. Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.
- b) Deductibles: Renters are responsible for the insurance deductible, per incident, which are as follows: travel trailers \$1,000; fifth wheels and motorhomes \$1,500 (these are subject to change).
- c) Renters are solely responsible and will not be covered by insurance for any damages caused by items not supplied by the Rental Company. This includes but is not limited to bike racks, grill attachments, or tow dolly.
- d) You must report all accidents involving the RV to us and, if applicable, the police within 12 hours of occurrence. This included but not limited to physical damage to the RV or other object(s), car accident, or anything involving a tow service. Failure to do could result in the Damage Waiver being voided.
- e) **Internal Damage Protection.** This policy, if purchased, covers up to \$1,500 of accidental damage for inside the unit. There is a \$0.00 deductible. Any intentional damage or damage caused by neglect or damage associated with pets will not be covered. Glass stove tops are not covered.

5. Charges

You agree to pay us on demand for all charges due us under this Agreement, including but not limited to:

- a) time for the period during which you take the RV;
- 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, lawyer fees, court costs, towing charges and other expenses involving the RV assessed against us or the RV;** 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) Abandonment/Owner Retrieval: **\$1,000**, plus **\$2.00/mile** for every mile between the renting location and the place where the RV is returned, repossessed or abandoned, plus any additional expenses we incur. Renters is still responsible for but not limited to replacing/fix locks or keys and any items damaged or missing from the RV.
- 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 Agreement;
- h) a reasonable fee of a minimum of **\$250** to clean the RV, if returned substantially less clean than when rented;
- i) a dumping fee of **\$40** if the RV's waste or holding tanks have not been drained by you prior to the return of the RV;
- j) a refueling fee of **\$40** plus the cost of fuel if you fail to refill the fuel tank on motorhomes;

- k) a "loss of use" fee if you return the RV with damage that renders it unusable or unrentable in the amount of **nightly rate as stated in reservation for each night** that it is unusable or unrentable. We will **not** refund any of the time or mileage charges if you return the RV earlier than the date or time due in.
- l) **If the RV 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.**
- m) Lockout/Lost Keys: In the event a lockout occurs, renter agrees to pay for a locksmith to come unlock the RV or pay \$1.50 per mile, round trip, for someone to drive and unlock the RV and a fee of \$25 PER missing key. Rental Company will determine if a locksmith is required, full cost of locksmith is paid by the renter at the time of service. If Rental Company is en route and key is found and the RV is unlocked, renter will only need to pay for mileage up to that point round trip. If no lockout occurs but a key is missing or damaged upon return of RV, you will be charged a \$25 fee PER key.

6. Deposit

We may use your deposit to pay any monies owed us under this Agreement. If the deposit does not cover monies owed, your credit card on file can be charged for any additional charges plus the credit card fee.

7. Your Property

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 RV, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

8. Modifications

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 merged into this Agreement.

10. Miscellaneous

- **Awnings**
 - We DO allow the usage of the exterior awning but advise using caution! This is for your own protection as well because they usually are NOT COVERED by insurance, and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and can exceed your security/damage deposit amount.
 - **WARNING** Awnings are designed to provide shade and protection from the sun only. The effects of wind and rain on an awning are unpredictable and can cause severe damage to the awning and/or the RV. If any wind or rain are expected, roll up the awning. Awnings must be able to be fully extended when using, if they are not able to be fully extended, they cannot be used. Having an awning only partially out can make it easier to damage.
 - **NOTICE** It is recommended that if leaving the RV unattended for a length of time or going to bed, retract the awning to avoid unexpected climate conditions.
 - Awning(s) are considered non-essential and are not guaranteed to be operational. There will be no refunds or credits for non-operational awning(s). Not all campsites are awning friendly, if an awning cannot be fully extended, it cannot be used.
- 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 or owner(s) during the trip will be done for these items if there are issues. These include TVs, TV antennas, cable connections, CD players, DVD players, radios, toasters, hair dryers, coffee makers, microwave, ice makers (stand-alone & built-in), vacuum cleaners, awnings, auto levelers, fans, and left/right/rear cameras.
- Boondocking/Dry Camping: Camping without hookups (water, sewer, electric) restricts the capabilities of the RV. You are limited to freshwater tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the renter. The Rental Company take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities and capacities.
- A waiver by us of any breach of this Agreement is not a waiver of an 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. 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 RV.

- This agreement maybe in addition to the rental platform (Outdoorsy) rental contract. Both contracts are in effect, together, during the rental period.
- **You will indemnify, defend, and hold Williamson RV Rental LLC, Williamson Auto & RV LLC, RV Owners s and Web Platform harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Agreement in its entirety, 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 agreement, including later payment of any traffic, toll or parking violations assessed against the RV.

Renter's Signature

_____ (see e-signature if applicable)