Nomad Rentals LV Las Vegas, Nevada US 1+725.502.6242 nomadrentalslv.com

# **Supplemental Rental Agreement**

### **Renter(s) Information:**

First Name	Last Name
Address	
Phone	email
DL #	Exp. Date
Birth Date	
Insurance	Policy #
Add. Drivers	DL # :
Exp. Date	Birth Date

**Owner(s)**/Property Manager Information:

Owner /Manager	Nomad Rentals LV LLC Daisy Alpuche		
Address	2531 Mesa Verde Terrace, Henderson Nevada 89074		
Phone	725 502 6242	email	info@nomadrentalslv.com
Vehicle		Vin	
License Plate		_	

#### 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 rental search engine 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 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 vehicle in any suit brought against them.
- You are covered by a web platform-supplied insurance policy with a minimum \$ 1,500.00 deductible, a Certificate of Insurance from your insurance company, or a commercial insurance policy from the owner. Chips in the windshield or other glass are not covered by the policy unless indicated by the insurance coverage selected. Interior damage is not covered by the policy unless an interior damage protection plan is purchased.
- 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 within 24 hours of occurrence. ٠
- By signing this Contract, you understand and agree that there may be **optional products** that you may or may not opt to add 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.
- The vehicle is expected to be returned the way you received it, Return Instructions are included as an • Addendum (1). Failure to follow these instructions may result in additional charges.

#### Terms and Conditions

- 1. You, \_\_\_\_\_\_, do hereby agree to rent the \_\_\_\_\_\_ VIN \_\_\_\_\_ from *Nomad Rentals LV LLC* (Property Manager(s)) and Daisy Alpuche and Dale Alpuche (Owner(s)) under the following terms and conditions:
- The rental shall be from \_\_\_\_\_to \_\_\_\_to \_\_\_\_to \_\_\_\_to \_\_\_\_to \_\_\_\_to \_\_\_\_to \_\_\_\_to tal shall be <u>\$</u>\_\_\_\_\_USD, plus \$ .65 per mile over 100 miles per \_\_\_\_\_(\_\_\_\_total \_\_\_\_\_total \_\_\_\_total \_\_\_\_\_total \_\_\_\_total \_\_\_\_\_total \_\_\_\_\_total \_\_\_\_\_total \_\_\_\_\_total \_\_\_\_\_total \_\_\_\_\_total \_\_\_\_total \_\_\_total \_\_\_total \_\_\_\_total \_ free miles).
- 4. You understand that the sum of the rental includes a generator charge of **\$ 0.00** per night for **3** hours or less, plus **\$ 4.00** per hour for each hour over **3** (total free hours is\_\_\_\_\_)
- 5. You agree to pay a gasoline/diesel fee of double the current cost per gallon and a Propane fee of \$15.00 per quarter tank, to refill the propane or gasoline/diesel tank if it is returned less than full.
- 6. Additional charges include a wastewater dumping charge of \$ 150.00 if applicable, and a delivery fee of \$ 6.00 per mile travel mile plus \$ 65.00 per travel hour plus actual fuel cost. You agree to pay these charges if necessary.
- 7. You understand that the sum of the rental includes a **cleaning fee** of **\$0** if returned clean or **\$75.00** per hour if not returned clean and in the condition it was received inside and outside including undercarriage. (Burning Man and EDC see the statement of responsibility and Burning Man Cleaning Fee).
- 8. Labor for repairs not including parts not covered by insurance will be billed at a \$85.00 per-hour fee. Repairs requiring trips to the repair facility will have a minimum transport fee of \$150.00. An administrative fee minimum of **\$100** will apply for each insurance claim filled: \$0-\$250 damage=\$100 fee \$251-\$500 damage=\$150 fee; \$501-\$750 damage=\$200 fee; \$751-\$1500 damage=\$300 fee; \$1501-\$2500 damage=\$400 fee; \$2501+ damage=\$500 fee.
- 9. Pets are not permitted in the vehicle. If there is evidence of a pet, you will be subject to an additional deep cleaning fee of a minimum of \$350.00 plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
- 10. 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 deep cleaning fee of a minimum of \$350.00 plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion.
- 11. The refundable **security deposit** for this rental is <u>\$</u>. The mandatory **Preparation** fee is **\$ 225.00**.
- **12.** Vehicle registration fee is <u>\$10.00</u> per day/night.
- 13. Burning Man Festival Mandatory Cleaning Fee \$ 1,500.00: If the vehicle is not returned in the condition it was given a Burning Man Cleaning Fee will apply. The renter is responsible for minimizing as much playa dust

as possible from entering the vehicle by properly sealing and covering floors with painter's tape and ram board.

- 14. No refund will be given if you prepay for a service but do not use it.
- 15. You agree to pick up the vehicle at the specified location at the pre-arranged time, pick up hours are between <u>9 am - 2 pm PST</u>. A late pickup fee of <u>\$85.00</u> per hour will be charged for each hour that the vehicle is picked up late. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.
- 16. You agree to **return** the vehicle by the agreed-upon time, on the return date, **return hours** are between <u>9 am-2 pm</u>. Unless arrangements have been made for a late return, a <u>\$85.00</u> per hour late fee will be charged for each hour that the vehicle is returned later than the pre-arranged time. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.
- 17. We have **48** hours from the time you return the vehicle to inspect it for damage not noticed at check-in. You have <u>7 days</u> from the time we submit the final check-in forms to dispute any damages or other charges.
- 18. You release the Property Manager(s) and (Owner(s) from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the vehicle.
- 19. 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) 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 including a <u>\$25.00</u> administrative fee for processing.; (f) <u>\$1.500</u> abandonment fee plus <u>\$6.00/mile</u> 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 including fuel and hourly rate of <u>\$65.00</u> per hour travel time (g) all costs, including pre-and post-judgment 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 un-rentable in the amount the daily rate every 8 hours for each day that it is unusable or unrentable (h) we will <u>not</u> refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in.
- 20. You have truthfully disclosed the identity and proper age of all drivers.
- 21. You acknowledge that there might be a **GPS tracker** installed in the vehicle, tampering or removing the tracker can lead to forfeiture of the deposit.
- 22. You agree to **return the vehicle in the same condition in which it is received**. This includes odor-free and clean in the interior and exterior of the vehicle, including the undercarriage. (see Addendum 1, Burning Man and EDC Statement of Responsibility)
- 23. You have read and agreed to all rental rates.
- 24. You agree that **towing** requires prior approval.
- 25. You are responsible for checking and maintaining all fluid levels during the rental period. This includes checking the generator oil weekly if you use the generator.
- 26. Unless authorization is obtained from the manager(s) or owner(s), no **repairs**, replacement of parts or service shall be completed during the rental period.
- 27. 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.
- 28. You agree not to take the vehicle outside of the continental United States or Canada.
- 29. You are responsible for reporting all accidents, incidents of vandalism, or theft to the police and the manager(s)/owner(s) upon discovery and within **48** hours.
- 30. You agree that all driver information has been reported accurately and that no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license.
- 31. You agree that all insurance information (if applicable) provided is true and valid.
- 32. You agree that vehicles shall not be driven off-road on unpaved surfaces or on very rough roads of any type.
- 33. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel or LP gas, 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.

- 34. This is a contract for the 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 or this Contract. You agree to indemnify 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. The following acts or uses of the Vehicle are prohibited and may result in forfeiture of the entire security deposit: (a) driving the Vehicle: (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 Vehicle 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) 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 if not allowed by owner (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 on the outside of the Vehicle; (h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (i) taking the vehicle to Burning Man, Black Rock Desert, Sturgis, Death Valley, restricted areas, EDC, festivals or special events without prior consent; (j) disabling the **GPS** if so equipped, (k) carrying guns, ammunition or large knives.
- 39. **Festivals:** Festivals of any kind must have prior approval, if the vehicle is found to have been taken to a festival without consent, the renter agrees to the forfeit security deposit and pay any applicable festival fees, festival nightly rates, and minimum nights, at the current festival rates.
- 40. Roof access is strictly prohibited.
- 41. We may use your deposit to pay any monies owed to us under this Contract.
- 42. 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.
- 43. 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 **Nevada** and **Clark County** govern this Contract.
- 44. If optional add-ons, equipment, and convenience items 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 but are not limited to TVs, antennas, CD and DVD players, radios, satellite radios, satellite dishes, battery packs, GPS navigation hardware and software, hair dryers, fans, coffee makers, vacuum cleaners, artificial fireplaces, swiveling seats and left/right/rear cameras. If equipment provided during the rental period is deemed to be broken, missing, or damaged, the replacement cost will be the current retail price plus a 20% restocking fee. You will not hold us liable for any injuries or accidents caused by add-ons or equipment supplied with the rental.

- 45. 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.
- 46. 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.

By signing below, you acknowledge that you have been given the opportunity to read this Rental Contract 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 Contract, including late payment of any traffic, toll, or parking violations assessed against the Vehicle.

Date
Date

Addendum 1

## **RETURN INSTRUCTIONS**

We hope you enjoyed your time in Nomad's RV! Before you go and to **avoid additional post-trip fees**, the vehicle must be returned in the condition you received it, please follow the instructions below...

1. **RETURN** the motor home between **9:00 am and 2:00 pm**. If the motor home has any damage, please return before noon. A late fee will apply at **\$ 85.00** per hour.

2. **BEFORE** returning the vehicle; to the last campground or overnight stop:

a. Dispose of any left-over food and trash (trash removal fee will be charged if not disposed of) or we can

dispose of trash for you for a \$ 100.00 trash disposal fee.

b. Pack your personal belongings and luggage.

c. Clean the inside (shower, toilet, sinks, refrigerator, stove, oven, microwave, dishes, pots,

pans, coffeemaker, and any add-on must be wiped clean) and sweep/mop the motor home. Use rags and the cleaning solution provided to wipe down surfaces. DO NOT use bath towels. DO NOT use abrasive sponges or harsh cleaners like bleach to clean. Using harsh cleaners can cause damage to surfaces, gray water tanks, and sensors. Clorox disinfecting wipes are safe to use. We can clean for you at **\$ 75.00** per hour. \*The cleaning fee

is not to be mistaken for the deep cleaning fee or Burning Man Cleaning Fee, see rental agreement.

d. Restore seat belts to their original position on the couch and dinette.

e. Replace any items removed from the vehicle or moved to different locations.

f. Drain the waste water tanks. The tanks must be empty! We can dump tanks for you, for a **\$ 150.00** dumping fee.

TIP: Clean up before dumping tanks, to avoid having to dump a second time.

3. **RE- FUEL** unleaded gas only. Make sure you re-fuel within a **five-mile** radius or we can refuel at **double the current fuel charge per gallon.** 

4. **RE-FILL** propane tanks or we will refill them for you at **\$15.00** per quarter tank. Gage must-read FULL. (verify the tank indicators!).

5. LINENS, DO NOT remove bedding, toppers or covers leave bedding on beds. It is challenging to replace and remove mattress covers, if the mattress cover is removed or stained and needs replacement, it will incur a replacement fee and restocking fee. Leave soiled towels in the shower and DO NOT t use bath towels to clean the vehicle. We professionally launder the linens but even some stains cannot be removed, any heavy soiled or stained bedding that cannot be cleaned will incur a replacement cost. **Tip: shoe prints cannot be cleaned, avoid standing on bedding with shoes.** 

6. **EXTERIOR,** if the exterior and undercarriage are filthy, there will be an undercarriage mud removal fee of **\$ 75.00** and an exterior cleaning fee of **\$ 75.00** per hour if exterior cleaning is needed beyond normal wear. Buffing of scratches will incur additional costs see rental agreement. (Burning Man Festival see Rental Agreement for cleaning fee).