

368 National Drive, Rockwall, TX 75032 www.QuestRV.com 972-722-8311 M-F 9AM-5PM After Hours Tech Help (682) 465-1129

# **Peer to Peer** Motorized Vehicles/Airstream Trailers/Regular Trailers

Attachment #1 to RV Rental Agreement

All drivers must be named in the RV Rental Agreement and copies of driver license on file.

There are **NO REFUNDS**. If you need to modify or cancel your reservation you have up to one year to apply your payment(s) toward another rental. Cancellation within 48 hours of departure will incur a \$200 cancellation fee.

# A SECURITY DEPOSIT IS REQUIRED ON DEPARTURE DATE AND IS PROCESSED AS AN "AUTHORIZATION ONLY".

Motorhome and Airstream Trailer deposit is \$1,000; Trailer (non-Airstream) deposit is \$500.

Examples of possible charges due upon return including but not limited to: Additional mileage (\$0.39/ mile) and/or generator use (\$2.95/ hour). Refueling (\$9/gallon). Units MUST be filled prior to return within 10 miles of Quest RV. Missing items. Unit should be returned reasonably clean on the interior, or an additional cleaning fee may apply (\$125 min.). Damage to the exterior and/or interior of rental unit.

#### \*ALL UNITS ARE NON-SMOKING\*

After Hours and Weekend Number: 682-465-1129. Please be aware that calls between 10pm and 7am will be returned the following morning. In addition, you can email <u>Info@questrv.com</u>.

You understand that you are responsible for returning the vehicle in the same condition in which it was received at the date shown on the rental agreement. You acknowledge that you are responsible for ALL damage to the vehicle, REGARDLESS OF FAULT, until it is checked in by Quest RV. You also acknowledge that the credit card presented for the security deposit authorization will be charged to settle any debt owed to Quest RV.

Renter:\_

Quest RV:\_\_\_

Signature

Agent for Quest RV



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### Attachment #2 to RV Rental Agreement

## **Driving Record**

Renters and additional drivers are asked to provide information about their driving records prior to each rental. The information furnished is important and material to QUEST RV RENTAL'S decision to rent a vehicle. QUEST RV RENTAL will rely upon its accuracy. Please answer all of the following questions and provide the information requested.

#### I. **RENTER AND/OR ADDITIONAL DRIVER**, state that:

- a. During the past three (3) years **I HAVE** or **I HAVE NOT** (*circle one*) pled guilty, paid a fine or been convicted of one or more of the following:
  - Driving under the influence of alcohol, drugs or any other substance;
  - Reckless driving or participating in a speed contest;
  - Leaving the scene of an accident or use of a vehicle in a felony;
  - Three (3) or more moving violations;
- b. During the past three (3) years **I HAVE** or **I HAVE NOT** (*circle one*) had two or more motor vehicle accidents in which I have pled guilty, paid a fine or been convicted of a moving violation.

I acknowledge and agree that providing false or misleading information to QUEST RV RENTAL about my driving record makes me (as renter and/or additional driver) responsible for all loss and damages resulting from my use of the rented vehicle, which may include Loss of Use or damage to the rented vehicle and bodily injury and/or property damage to others.

# **Damage Prevention Video**

My signature below states that I have seen the Quest RV Rental Damage Prevention Video, either at Quest RV location or on line at <u>www.questrv.com</u>. I understand that from this point on, the RV is my responsibility and will try my best to have a damage free rental by using good judgment and remembering to keep in mind the following:

- Always use a spotter;
- Do not exceed the speed of 65 mph;
- Be cautious of and avoid low hanging tree branches and overhead passes;
- Do not go through any drive through or car washes;
- The RV is wider, taller, longer and heavier than a car;
- Be very cautious at gas stations.

#### I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

RENTER SIGNATURE\_\_\_\_\_

DATE\_\_\_\_\_



#### ATTACHMENT #3 TO RV RENTAL AGREEMENT TERMS AND CONDITIONS OF RENTAL

1. The relationship between the parties to this contract is that of Lessor and Lessee and Lessee is not, and shall not hold himself out to be, an agent or employee of Lessor, or in any capacity other than Lessee. Lessee shall have no authority to represent or make commitment binding upon Lessor. Lessee may not assign or sublet the RV.

2. Lessee acknowledges careful examination of the RV and all additional equipment and furnishings and acknowledges receipt of same in good condition. Subject to Lessee's selections for Insurance, CDW/SLI Options and Coverage, regardless of fault, Lessee is and remains responsible for all damage to, loss of, or theft of the RV during the lease period resulting from any cause. CDW may not cover all types of damage or loss. Lessee's responsibility will include: (a) physical damage caused by collisions, weather, vandalism, road conditions, acts of nature, and any other cause resulting in physical damage to the RV; (b) if we determine that the RV is a total loss, the fair market value of the RV, less salvage; (c) if we determine that the RV is repairable: (A) the difference between the value of the RV immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminution of Value, meaning the difference between the fair market value of the RV before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf; (d) Loss of Use, which shall be measured by multiplying the daily rental rate noted on this Agreement either by the actual or estimated number of days from the date the RV is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, delivery and retrieve the RV for repairs. Loss of Use shall be payable regardless of fleet utilization, whether we had other RVs in our fleet to rent, the RV would not have been used but for the damage and regardless of whether we suffered lost profits as a result of the damage.

3. Lessee agrees to maintain the RV in strict compliance with the manufacturer's suggested maintenance procedures and in accordance with Lessor's instructions given to Lessee, and to periodically examine the RV, including but not limited to tires, awning, batteries, transmission, engine and generator oil, and all other fluid levels. If provided, the power surge protector must be used when the RV is plugged in.

4. Expenditures by Lessee for normal wear items will be credited toward total rental charges upon receipt of proof (including replaced parts) that said expenditures were incurred. Lessee agrees to contact Lessor by telephone and/or email if any repairs to the RV are required in excess of \$100.00. Lessee agrees to obtain Lessor's specific approval for such repairs and understands it must be done at a facility authorized by Lessor and to keep record of it. Any such authorization given shall not constitute a waiver of Lessor's right to charge Lessee for such repairs if in the opinion of Lessor, such repairs were due to negligence, misuse or carelessness of Lessee. Lessee shall not permit any lien to be placed on the RV.

5. All overhead damage, damage to tires and wheels (including flats), damage to step, undercarriage of vehicle, interior damage, exterior damage, windshield and glass damage (unless Windshield Protection has been purchased for Class B or C rentals), power cord damage, damage to awning, misuse or carelessness are the responsibility of the Lessee.

6. In the event of a breakdown, which results in the RV being inoperable for 12 hours or more, Lessor's responsibility shall be limited to a reimbursement of rental rate for day(s) lost only. No other expenses will be reimbursed. Radio, television, satellite components, auto and roof A/C, refrigerator, cruise control, microwave and generator malfunctions are not considered breakdowns and no refunds will be made for these items. No reimbursements will be made for personal belongings or Lessee's pre-paid reservations or expenditures.

7. Lessor shall not be liable for any damage to property or injury to person(s), including death, resulting from the use, operation or possession of the RV and Lessee shall hold Lessor harmless from liabilities resulting from such damage or injury.



#### ATTACHMENT #3 TO RV RENTAL AGREEMENT CONTINUED TERMS AND CONDITIONS OF RENTAL

8. Lessee agrees that the RV shall be operated by a properly licensed driver who is listed on the Rental Contract with Quest RV Rental and not by any persons under the age of 25 or by any person while such person is under the influence of intoxicants or narcotics. Lessee agrees that the RV will not be operated for any illegal purposes, loaded beyond its capacity as determined by the manufacturer of the RV, driven over any rough terrain, to propel or tow any vehicle other than those approved by Lessor, or in excess of the safe speed limit with regard to all conditions. Lessee will be responsible for all traffic violations and any costs incurred as a result of said violations. Traffic violations and toll charges will be charged to Lessee, plus a 10% administrative fee.

9. Lessee agrees to return the RV in the same general condition as rented. Lessee agrees that this condition would be reasonably interpreted by Lessor in Lessor's sole discretion. Upon departure, the RV will be sent out with a propane level that is appropriate and consistent with the season of the year. In the event the Lessee would exhaust this level, it is the Lessee's responsibility to refill for his/her use and will not be the responsibility of QUEST RV RENTAL, nor will there be a reimbursement for propane.

10. Lessee agrees that in the event Lessor is unable to make the RV or a suitable substitute available to Lessee for the term of this agreement, all prepayments by Lessee will be refunded pro rata. In no event shall Lessor have any liability beyond this refund.

11. Lessee agrees that no credit or refund will be given if the RV is returned prior to the expiration date of this agreement. In such event Lessee will still be required to pay all charges as if the RV were returned at such expiration date.

12. In the event the RV is not returned by Lessee to QUEST RV RENTAL, 368 National Drive, Rockwall, Texas 75032, Lessee agrees to pay, upon Lessor's demand, in addition to all other sums payable to and all other liabilities incurred under this contract, a full days' rental charge based on the specific unit's rental rate, plus \$2.00 per mile until its recovery and return. WARNING, FAILURE TO PROMPTLY RETURN THE LEASED PROPERTY MAY RESULT IN A CRIMINAL PROSECUTION.

13. In the event of a breach of any of the terms and provisions of the contract by Lessee, Lessor may, without prior demand, take possession of the RV by entry upon Lessee's premises, if necessary, with or without proceeds of law. In the event of any breach, Lessee shall forfeit the entire amount of his/her security deposit and be liable for all expenses incurred by Lessor. This shall include reasonable attorneys' fees and court costs expended to enforce collection. In addition, Lessee shall be liable for all damage suffered by Lessor as a result of such breach.

14. THERE WILL BE ABSOLUTELY NO SMOKING PERMITTED, NO ROOF ACCESS ALLOWED, AND NO TRAVEL OUTSIDE OF THE UNITED STATES AND CANADA. THERE WILL ALSO BE NO TRAVEL TO THE DEATH VALLEY AREA DURING THE MONTHS OF JUNE, JULY AND AUGUST. IF TRAVELING DURING WINTER MONTHS, YOU ARE RESPONSIBLE FOR DAMAGE CAUSED BY FREEZING OF THE VEHICLE SYSTEMS. IF TEMPERATURE DROPS BELOW FREEZING YOU MUST: a.) KEEP HEATER ON AT ALL TIMES (make sure you have propane) b.) KEEP HOLDING TANKS LESS THAN FULL c.) KEEP THE WATER HEATER ON d.) NEVER USE TIRE CHAINS ON THE RV.

15. Please be aware that during high activity rental periods paperwork processing, charges and refunds could take as much as 10 business days to process.

I HAVE READ AND UNDERSTAND THE ABOVE INFORMATION and hereby acknowledge receipt of the RV described on the Rental Agreement including equipment, fluid levels and damage as noted and that I have been instructed on the operation of the systems and safety equipment. I also understand the overhead clearance of the vehicle is 13ft.