

## RV Rental Contract

### Renter(s) Information:

Renter's Full Name

Full Address

Phone

Email

Driver's License No.

Validated by RVShare

Renter's Insurance Carrier

Crum & Forster Specialty

Additional Driver's Name

NA

### Owner(s) Information:

Owners Full Name

Nicole and Jarrod Saksa

Full Address

11002 Thornicroft Way Grass Valley CA 95949

Phone

5306159364 or 5302631436

Email

nicolesaksa@gmail.com

Vehicle

2015 Coachmen RV Clipper

VIN

5ZT2CWEC7F5107448

### 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) of the RV in any suit brought against them.
- You are covered by a web platform supplied insurance policy with a \$1500 deductible. Chips in the glass are not covered by the policy. Interior damage is 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 within 24 hours of 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.

### Terms and Conditions

1. You, (**renter**) do hereby agree to rent the **2015 Coachmen RV Clipper** VIN **5ZT2CWEC7F5107448** from **Nicole and Jarrod Saksa** (Owner(s)) under the following terms and conditions:
2. The rental shall be from **(Dates)**.

Renter's Initials \_\_\_\_\_

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3. Payment for the rental term and insurance was made on **RV Share on 8/9/2022** Reservation number : **(Reservation Numb)**
4. You understand that the sum of the rental includes a generator charge of \$35.00 for 6 hours or less per night, plus \$5.00 per hour for each hour over 12 hours total for the rental period. The starting and ending hours will be documented at check out/in.
5. You understand that the rental needs to be returned in close to the same condition, if extra cleaning is required due to be returned in unacceptable condition cleaning will be charged to the deposit at \$35 per hour..
6. 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.
7. Use of the Awning is allowed, but you understand replacement cost is up to \$3500.00, but would be assessed if damaged at current market rates for replacement or repair.
8. You agree to pay a late return fee of \$150 plus \$109 per day if you do not return the vehicle as originally agreed.
9. **Pets are not permitted in the vehicle.** If there is evidence of a pet, you will be subject to an additional cleaning charge of \$299 plus potential forfeiture of your entire security deposit at the 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 cleaning fee of \$299 plus potential forfeiture of your entire security deposit, at the owner's discretion.
11. **The refundable security deposit for this rental is \$500.**
12. You agree to pick up the vehicle at **11002 Thornicroft Way Grass Valley, CA 95949** at 12:00pm, unless other arrangements are made.
13. You agree to return the RV by the agreed upon time, but no later than **3:00 PM PST**, on the return date of **8/21/2022** Unless arrangements have been made for a late return, a \$65 per hour late fee will be charged for each hour that the vehicle is returned later than the pre-arranged time.
14. We have **72** hours from the time you return the RV to inspect it for damage not noticed at check in.
15. You agree to pay us on demand for all charges due us under this Contract, including but not limited to: (a) all payments made prior to rental on rental platform; (b) 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; (c) \$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; (d) 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; (e) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of \$109 for each day that it is unusable or unrentable; (f) we will not refund any of the rental charges if you return the vehicle earlier than the date or time due in.
16. You have truthfully disclosed the identity of all drivers and the vehicle that is being used to tow.
17. 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 Trailer.
18. You have read and agree to all rental rates.
19. Unless authorization is obtained from the owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
20. The 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 owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
21. You agree not to take the vehicle outside of California.
22. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the owner(s) upon discovery.
23. You agree that Vehicles shall not be driven off road or any on unpaved surface or on very rough roads of any type.
24. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include, 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.
25. This is a contract for Rental of the Vehicle/Travel Trailer. 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

Renter's Initials \_\_\_\_\_

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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.

- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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 California; (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) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (h) **taking the RV to Burning Man**.
- 30. 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.
- 31. 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.
- 32. 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 Owner(s) during the trip will be done for these items if there are issues. These include TVs, antennas, CD players, coffee makers, or rear cameras.
- 33. 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.

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. 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)' Signature: \_\_\_\_\_

Owner(s)' Signature: **Electronically Signed**

Renter(s)' Name:

Owner(s)' Name: **Nicole and Jarrod Saksa**

Date:

Date: