TRAVEL TRAILER RENTAL AGREEMENT:

This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the date the reservation is confirmed on RVShare between Ryan and Jessie Coston (the "Owners") and the renter whom booked the reservation through RVShare(the "Renter") for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owners and Renter covenant and agree as follows:

- **1. Rented Property.** Owners hereby rents to Renter and Renter hereby rents from Owners that certain travel trailer, 2019 Forest River RV Cherokee Grey Wolf 29TE, to have and to hold, subject to the terms and conditions herein, for the Rent Term.
- **2. Trailer Location.** The Trailer shall be delivered and placed at the following location: Site confirmed via RVShare reservation booking request and conversation history on RVShare (the "Trailer Site") during the Rent Term (as hereinafter defined). Renter acknowledges that Owners is not responsible for any costs or fees associated in occupying the Trailer Site. Renter shall not hold Owners responsible for electrical insufficiencies at the Trailer Site/ location. Renter acknowledges that this unit requires either a 30 amp RV receptacles for power, a sewer inlet connection for bathroom use, and a potable fresh water supply connection. The Renter shall not move the travel trailer from this location, even within the campground to another site.
- **3. Rent Term.** The Rent Term shall begin per the reservation start date on RVShare and expire on the departure date per RVShare. Renters shall vacae the RV no later than 2 hours before the campground's check out hours. The check in and check out times are established on the RVShare reservation. Notwithstanding anything herein to the contrary, Owners may repossess the Trailer at Renter (s)'s expense without notice to Renter if the Trailer is used in violation of law or this Agreement.
- **4. Occupants**. Renter agrees and warrants that the following persons (the "Occupants") will be the only persons, with the exception of the Owners and agents thereof, who will occupy the Trailer:

List ALL parties who will occupy the RV in the RVShare conversation tool with the owners.

No third-party rentals permitted; the renter must be an occupant during the entire rent term.

If pets are staying in camper, list their type/breed: in the RVSHare conversation tool with the owners.

5. Rent, Deposits, and Fees

- a. Refundable security deposit. A Security Deposit in the amount of \$400.00 shall be paid to the Owners upon booking the Trailer as a fee to hold the Trailer for the Renter for the Rent Term and may be kept as mentioned throughout this agreement.
- b. Base Rent. Upon the delivery of the Travel Trailer to the Trailer Site, Renter shall pay to the Order of Owners the base rent of WHAT THE RVSHARE RESERVATION STATES AT TIME OF BOOKING per night during the Lease Term (the "Base Rent"). The Base Rent shall be payable in full prior to the beginning of the Rent Term.
- c. All fees. The Renter shall pay all fees that are listed and required per RVShare, including but not limited to service fee, tax, insurance, RVShare fees.

- d. Delivery Fee. Renter shall pay the delivery fee on the RVShare rental agreement (\$50-\$150).
- e. Other Fees. Renter agrees to pay the specific fees if applicable: pet fee \$75, beach supplies \$30, beach towels \$20. When the Renter books the travel trailer on RVShare, they are agreeing to all costs and fees.
- **6. Inspection.** Renter represents that it has fully inspected the Trailer and acknowledges that the Trailer was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Trailer in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location, and function of all safety items in the Trailer.
- **7. Rules and Regulations.** In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations to be followed by all persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of Owners, cause early termination of the Rent Term and Renter (s)'s use of the Trailer and forfeiture of all rents and deposits. The Rules and Regulations are as follows:
- a. There shall be no smoking inside of the Trailer. Evidence of smoking will result in Owners keeping the \$400 security deposit.
- b. Pets are not allowed in the Trailer unless the Owners was made aware at booking and Renter paid the \$75 pet fee. Evidence of unauthorized pets will result in a \$200.00 charge, which will be taken from the security deposit.
- c. The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended. If the awning is damaged the Renter shall pay the insurance deductible for any repairs.
- d. At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off limits.
- e. Occupants, and all persons in the Trailer, shall obey all of the laws of the state of Florida or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer or Trailer Site.
- f. At the end of the Rent Term, the Trailer and the contents thereof shall be in the same condition found as the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the Trailer. The refrigerator and freezer must be emptied of all items.
- g. The Trailer furnishings and all personal items are not to be removed from the Trailer nor relocated outside. Everything attached/detached should be found in the same condition.

8. Refunds and Cancellations.

a. Renters are entitled to a full refund, less the RVshare service fee, for all cancellations made at least 30 days prior to the rental start date. Renters are entitled to a 50% refund, less the RVshare service fee, for all cancellations made at least 14 days prior to the rental start date. Less than 14 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start

date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including the RVshare service fee will be granted.

- b. In the event of a hurricane or tropical storm, refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with jurisdiction over the Trailer Site, less the RVshare service fee, delivery fee if the trailer has been delivered, base rent fee per night renter has stayed. If the owners wish to cancel due to weather, a refund will be given, less the RVshare service fee. Voluntary renter evacuations will not result in a refund.
- c. In the event that Owners ends the Rent Term early, Renter shall be reimbursed the Base Rent on a pro rata basis based upon the days Rent was unable to occupy the Trailer due to Owner's early termination of the Rent Term. Owners shall be not responsible for Renter's accommodations after the termination of the Rent Term or after any mandatory evacuations described herein.
- d. If for some unforeseen reason, the Trailer is undeliverable and a substitute is not available, the Reservation Deposit shall be returned in full. Renter agrees that Owners shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.
- e. If the renter abandons the travel trailer during the rental term for any reason, they remain responsible for all damages due to natural or unnatural circumstances. If the renter notifies the owner they are leaving early, with a minimum of 24-hour notice, the renter will not be responsible or damages after the 24-hours have passed. Also, as stated above a refund will not be given when the renter ends the term early.
- f. The renter acknowledges that RVShare has their own policies for refunds and will not hold the owners responsible for lack of refunds from RVShare.
- **9. Lost and Found.** Owners are not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owners immediately if Renter discovers it left any item at the Trailer, and Owners will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.
- **10. Owners Liability**. Owners do not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Trailer. Owners do not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.
- **11. Responsibility for Damage or Loss**. Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owners elect not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owners and the police

immediately upon discovery. Renter shall indemnify and hold Owners harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

12. HOLD HARMLESS, WAIVER, AND RELEASE. THE RENTER (S), ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER (S), ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RYAN OR JESSIC COSTON AND EACH OF THEIR OWNERSS, MANAGERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER.

FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE

UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT.

THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

13. Insurance. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes. The renter shall pay any deductible for damages occurred during the rental term.

14. Miscellaneous Provisions

- a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- b. This Agreement may be executed in several counterparts, each of which shall be an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

- d. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- e. The undersigned further agree that the section and paragraph headings in this Agreement are for convenience and reference only and shall not be deemed to alter or affect the provisions thereof.
- f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable, and the words of any gender shall include all genders.
- g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owners. Owner's receipt and acceptance of performance of any other obligation by Renter (s), with knowledge of Renter (s)'s breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owners or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.
- h. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Owners and Renter have hereunto executed this Agreement as of the day and year first above written.

"RENTER (S)"		
Print Name:		
Date:		
"OWNERS"		
Ryan Coston	Jessie Costor	า