

RECREATIONAL VEHICLE RENTAL AGREEMENT:

This Recreational Vehicle Rental Agreement (the "Agreement") is made and effective on the ___ day of _____, 20__ between Kimberly and Matthew Ebbons (Doing business as Explorer's Have Rv Rentals) (the "Owners) and _____ (the "Renter") for and in consideration of the mutual covenants and agreements after this contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

- 1. **Rented Property.** Owner hereby rents to Renter and Renter rents from Owner that certain Recreational Vehicle, more specifically described in Exhibit "A" attached here and incorporated in, to have and to hold, subject to the terms and conditions, for the Rent Term (as defined).

Renter acknowledges and agrees that Owner shall have the right to substitute a recreational vehicle instead of the Recreational Vehicle described in Exhibit "A" without prior notice to Renter provided that such substitute is determined by the Owner to be a comparable type and condition. If the value of the substitute recreational vehicle is less than the value of the recreational vehicle described in Exhibit "A", then the base rent shall be adjusted accordingly. Hereinafter, the recreational vehicle delivered by the Owner shall be referred to as the "RV".

- 2. **Rent Term.** The Rent Term will begin on the ___ day of _____, 20__ and expire on the ___ day of _____, 20__ at __:__ PM. Even if anything herein to the contrary, the Owner may repossess the RV at the Renter's expense without notice to the Renter if the RV is used in violation of law or this Agreement.

- 3. **RV Locations.** The RV will be picked up/returned at the Following Location:

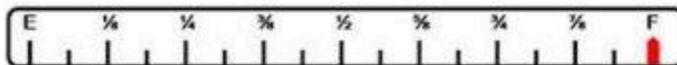
6132 Green Valley Rd, Neenah, WI 54956.

The Renter acknowledges that the Owner is not responsible for any costs or fees associated with occupying a RV Site (campsite, etc.) The Renter will not hold the Owner responsible for electrical insufficiencies at the RV Site. The Renter acknowledges that this unit requires a 30 amp RV receptacle for power, a sewer inlet connection for bathroom use, and a potable fresh water supply connection.

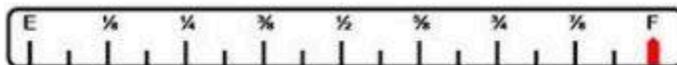
- 4. **Occupants.** The Renter agrees and warrants that the following persons (the "Occupants") will be the only persons, except for the Owner and their agents, who will occupy the RV:

5. Rent, Deposits, and Fees

- a. **Reservation Deposit.** A Reservation Deposit in the amount 10% (The "Reservation Deposit") or the amount required by the booking platform will be paid to the Owner upon booking the RV as a fee to hold the RV for the Renter for the Rent Term. The Reservation Deposit shall be applied to the Base Rent (as after this is defined) when the RV is picked up/delivered and the Rent Term begins. The Reservation Deposit shall be considered earned and payable to the Owner upon booking unless otherwise indicated after this.
- b. **Security Deposit.** The Renter will provide the Owner with secure payment via PayPal or booking platform held by the Owner at pickup/delivery of the RV. The security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the RV during the Renter's use of the RV. The security deposit, minus charges due to damage will be returned to the Renter within 72 hours of the final walkthrough with the Owner and the Renter.
- c. **Base Rent.** The base rent shall be paid in full before pickup/delivery of the RV (via rental platform or PayPal). The Renter shall pay to the Order of the Owner the base rent of \$ 180.00 per night during the lease Term.
- d. **Tax.** Renter shall pay and bear all federal, state, and local sales, use, excise, personal property, and other taxes and all governmental assessments, fees, and charges imposed on or in connections with any RV, or on the lease, use, ownership, or possession thereof under this agreement.
- e. **Delivery Fee.** The first 100 miles between the RV Home and the RV Site is a flat rate of \$200.00. However, an additional \$2.00 per mile will be added for additional miles (max delivery miles will total to 200 miles).
- f. **Refueling Fee.** In the event that the fuel level is lower than the original starting point, a refueling charge of \$20.00 plus \$6.00 per gallon will be assessed. For propane fuel, if the level is below the initial measurement, a fee of \$25.00 will be charged, along with the expense of filling the tank.



Initial Fuel



Initial Propane

- f. At the end of the Rent Term, the RV 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 RV. The refrigerator and freezer must be emptied of all items.
- g. The RV furnishings are not to be removed from the RV nor relocated outside.

8. Refunds and Cancellations.

- a. All cancellations must be submitted in writing via email to explorershavenrv@gmail.com or through the booking platform. If the Owner receives notice of cancellation 30 days or more before the beginning of the Rent Term, the Reservation deposit will be refunded in full. If the Owner receives notice of cancellation 14 days before the beginning of the Rent Term, 50% of the Reservation Deposit will be refunded. If the Owner receives notice of cancellation less than 14 days before the Rent Term, the Reservation deposit is non-refundable. (please read cancellation Policies for rentals booked through booking platforms).
- b. Refunds of monies paid to the Owner or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions.
- c. In the event of a storm, refunds will be made only in the event of a mandatory evacuation issued by the local government authorities with jurisdiction of the RV Site. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rata basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rata amount for such days of the total rental amount.
- d. If for some unforeseen reason, the RV is not available for pickup/delivery and a substitute is not available, the Reservation Deposit shall be returned in full. Renter agrees that the Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternatives accommodations.

9. Lost and Found. The Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers it left any item at the RV, and the Owner will notify Renter if the item is found. The Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

10. Warranties. Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE RV AND THE

RV SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE RV OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

- 11. Owner Liability.** Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the RV. Owner does 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 the Owners control.
- 12. Responsibility for Damage or Loss.** Renter is responsible for all damage to, or loss or theft of the following: the RV, 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 the Owner elects 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 Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.
- 13. HOLD HARMLESS, WAIVER, AND RELEASE. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A RV AND FURTHER AGREE THAT THE USE OF THE RV SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE KIMBERLY EBBONS, MATTHEW EBBONS (DOING BUSINESS AS EXPLORER'S HAVEN RV RENTALS), 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 RV. 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 RV, 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 RV TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

14. Insurance. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the RV 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 Wisconsin Statutes.

15. 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 Wisconsin.
- 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 the Agreement or the application thereof to any party or circumstances 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 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 Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owner 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.

Drivers License Information:

[REDACTED]

[REDACTED]

State Issued: [REDACTED]

State Issued: [REDACTED]

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

"RENTER"

"OWNER"

Print Name(s): [REDACTED]

Matthew Ebbons or Kimberly Ebbons
(D.B.A. Explorer's Haven RV Rentals)

[REDACTED]

[REDACTED]

Signature

Signature