

RECREATIONAL VEHICLE LEASE AGREEMENT

This Recreational Vehicle Lease Agreement herein referred to as the ("Agreement") is made effective on \_\_\_\_\_ (date) by and between Stephen and Crystal Daniel DBA Daniel Group LLC, with principal business address at 6513 Gambel Quail Rd NE Rio Rancho, NM 87144.

The Recreational Vehicle is named THE YELLOW CACTUS ADVENTURER - 2020 Forest River Surveyor Legend 19BHLE - Vehicle Identification Number 4X4TSVU18LL037687

Renter's Name: \_\_\_\_\_ Drivers License No. \_\_\_\_\_

Tow Vehicle (Year, Make, Model)

\_\_\_\_\_

Vehicle License Plate No. \_\_\_\_\_

Destination \_\_\_\_\_

Pick Up Date: \_\_\_\_\_ Return Date: \_\_\_\_\_ Total Nights Rented: \_\_\_\_\_

Home address: \_\_\_\_\_

Home No: \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

ELECTRICAL: I understand that The Yellow Cactus Adventurer is designed to properly operate by being plugged into 30 amp (120 Volt) or 50 amp (240 Volt) service or approved generator. I understand and will investigate on my end to make sure I have the proper connections. Stephen and Crystal Daniel are not liable for any performance issues of the rental when you are not hooked up to the proper electrical setup which is typically 30amp shoreline power. If you are using a generator, 110 reducer, etc the camper may not function the way it is intended. I agree not to use a 120 volt adapter when trying to run AC. I also understand the onboard 12 volt battery is meant to power

the small detectors and switches and will not be a sufficient power source for use while camping.

**AWNING:** Damage to awnings is very common and can happen from rain, gust of winds, etc. Use the awning at your own risk and remember any damage is 100% paid for out of your damage deposit. Also, be aware since awning damage is so common if your rental was damaged by a previous renter we will provide a 10X10 popup canopy if the awning has not yet been repaired.

**AGE AND USAGE:** Renter is at least 25 years of age and will be an occupant of the unit during the entire camping period. You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the Rental which is maximum 5 people unless prior written approval has been granted by Stephen and Crystal Daniel, you agree to abide by such limitations.

**THINGS HAPPEN AND WE TRY TO HELP:** Plain and simple things happen. RV's and Travel Trailers break and sometimes things don't work. When "things happen" , misc water issues, air conditioner freezes from running to much and needs to defrost, a camper isn't cleaned to your standards and other misc items I AGREE TO WORK WITH Stephen and Crystal Daniel AND HELP THEM TROUBLESHOOT ISSUES AS THEY ARISE. Stephen and Crystal Daniel will dispatch an RV tech if they deem necessary. Malfunctions of the awning, air conditioner, refrigerator/ freezer, microwave, water heater, appliances, electronics, radio, TV are not considered breakdowns and NO Refunds will be given.

**FESTIVALS AND GATHERINGS:** All festivals or gatherings must be approved by Stephen and Crystal Daniel or your reservation is subject to cancellation without refund of reservation fees or security deposit.

**CANCELLATION POLICY:** Renters are entitled to a full refund, less the platform's (ie RVshare, Outdoorsy, etc.) 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 platform service fee will be granted. No refunds for early returns or no-shows. No refunds will be given for cancellation or interruption that occurs due to inclement weather.

**SECURITY DEPOSIT:** The Security Deposit is provided as security against damage to the rental, theft, late check-out and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by Stephen and Crystal Daniel. I hereby agree to indemnify and hold Stephen and Crystal Daniel harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Stephen and Crystal Daniel harmless with respect thereto. Renter(s) agrees to indemnify Stephen and Crystal Daniel for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage results from a renter(s) occupancy, Stephen and Crystal Daniel are authorized to utilize the security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. Stephen and Crystal Daniel are not responsible for articles left on premises.

**SECURITY DEPOSIT REFUND:** A security deposit is authorized to be charged for the booking of the rental. Any damage to the rental unit is the responsibility of the renter and will be deducted from the security deposit. Stephen and Crystal Daniel have up 72 hours from the return of the unit to inspect the unit for damages and contact the customer.

**CLEANING:** Camper will be inspected, sanitized and cleaned when you get it. We ask that the unit be returned in the same general condition that you received it. If cleaning is required, appropriate charges will be deducted from your deposit. You have the option to add on a cleaning service ahead of time to your reservation for an additional fee.

**TANK DUMPING/FLUSHING:** Fresh water tank will be filled before pick/up. Gray and black water tanks will be empty, clean and treated before pick up on rental beginning. We ask that the unit be returned with all tanks emptied and waste tanks flushed. If dumping is required, appropriate charges will be deducted from your deposit. You have the option to add on a tank dumping/flushing service ahead of time to your reservation for an additional fee.

**NO SMOKING IS ALLOWED:** Since many people have allergies and it is difficult to remove the odors and allergens associated with smoke, we must **STRICTLY ENFORCE** this policy. If evidence of smoking inside the rental is found, Stephen and Crystal Daniel

reserve the right to charge up to \$750 to PROPERLY clean, treat and disinfect. In addition, any damage caused by smoking materials will be charged to renter.

PET POLICY: The Yellow Cactus is pet friendly, but requires a daily pet fee. If there are signs of a pet and no fee was paid at the time of your reservation the fee (plus additional charges) will be deducted from your deposit. If any damage is caused by a pet it will result in charges to your deposit or credit card on file. We ask that you clean up after your pet. Signs of excessive pet hair or filth can result in extra cleaning charges.

RENTERS LIABILITY: Renter agrees to accept liability for any damages caused to the Rental by renter or renters guests, including, but not limited to, damage to the Rental in any way or damage to any appliances and/or equipment furnished. Use during freezing weather is completely at your risk in regards to damages to any part of the water system and freezing. If damages are in excess of the security deposit being held, renter agrees to reimburse Stephen and Crystal Daniel for costs incurred to repair/replace damaged items. If renter is having the rental delivered, renter accepts all responsibility and liability once rental is delivered by driver and until driver picks up rental.

INSURANCE: We connect you with insurance on the rental for a fee with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. You are responsible for all damage to the camper that is not covered by the insurance policies or that is in excess of the insurance limits. You are responsible for all damage or injury you cause to third parties.

TOWING: Renter agrees to accept all liability and responsibility for any damages that occur to the travel trailer or tow vehicle while in their possession. Renter has confirmed they have the proper tow vehicle with the round 7 prong wire harness and brake control and will connect and disconnect the trailer on their own and have experience doing so. Stephen and Crystal Daniel are not responsible for any damage caused while the travel trailer is in renters possession and in tow. Renter also understands any tire damage that occurs while in their possession is to be paid for by them unless found to be a manufacturing defect by a certified repair shop. The insurance purchased provides

roadside assistance. Stephen and Crystal will not be responsible for towing fees back to the rental location.

**HOLD HARMLESS:** Stephen and Crystal Daniel do not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Stephen and Crystal Daniel accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our control.

**CHECKIN:** Make sure to complete the checkin/departure form on the rental platform you used (ie RVShare, Outdoorsy, Rvezy, Rvngo, etc.) before you hook up to the travel trailer or within 15 minutes of arriving at the camper if you are having it delivered to log any damage or issues. Any damage or issues found upon our inspection after the rental is over will be your responsibility if they were not reported to us as mentioned above.

**ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Stephen and Crystal Daniel, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Stephen and Crystal Daniel free and harmless of any claim or suit arising therein. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest violates any conditions of this agreement, Stephen and Crystal Daniel may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event Stephen and Crystal Daniel have to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Sandoval County, NM and consents to the personal jurisdiction of any proper court located therein.

**APPLIANCES:** The A/C, heat, awning, radio, microwave, television, jacks, plumbing, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you but we will work to try and get issues addressed while the rental is underway. For assistance, you are advised to consult the campground host which are located at most campgrounds or give us a call 505-490-8326 or 254-780-5535.

KEY'S: If the keys are lost you will be charged \$100 to replace them. This fee may come from your deposit.

FRESH WATER TANK/PROPANE: Camper is responsible for filling fresh water tank and propane if and when needed.

RETURN – PICKUP TIMES: Camper must be returned or ready for pickup (if delivered) by time indicated on reservation. If returned late or not ready at delivery-pick/up renter will be charged \$30 per hour.

COLD WEATHER USAGE: During the season when temperatures reach freezing, renter will use a certified RV Tech to dewinterize and winterize camper as needed while in their possession during a rental.

RENTAL ADD ON'S: If a rental accessory is returned with any damage or defects the renter will be held liable and the purchase price of that item will be deducted from the security deposit and the renter will take possession of the item they damaged.

TOLL ROADS AND OTHER FEES: You are responsible for toll fees. If a toll ticket is received for use during your rental period, you will be charged \$50 per ticket.

Liability:

Stephen and Crystal Daniel, or Daniel Group LLC will not be held responsible for any and all liability that may occur while RV is in the custody of the renter. This includes property damage, personal injury or death, or any third party liability claims. Use of the RV and any additional accessories provided is at your own risk.

I, the renter \_\_\_\_\_ release Stephen and Crystal Daniel or Daniel Group LLC of any and all claims of liability or third party liability that may arise from me renting their RV and any accessories used or rented from Stephen and Crystal Daniel.

Renter Signature \_\_\_\_\_ Date \_\_\_\_\_