

## Owner/Renter Rental Agreement for 2005 Winnebago Sightseer 29R

This agreement (herein known as "Agreement") is made as of **DATE** by and between:

- Owner's Name: **MStar Systems, LLC** (herein known as "Owner")
- Renter's Name: **NAME** (herein known as "Renter")

Owner's Address: **2493 Weston Avenue, NF, NY, 14305**

Renter's Address: **RENTER ADDRESS**

Vehicle Description:

- herein known as "Unit" as well as "Vehicle" with the word "Vehicle" specifically referring to the unit when being used as a drivable vehicle.
- Make: Winnebago
- Model: Sightseer 29R
- Year: 2005
- License Plate Number: LHK5857
- VIN: 5B4LP57G853397901

**Rental Term:** The rental period begins on **DATE** at **TIME** and ends on **DATE** at **TIME** ("Rental Period").

The renter agrees to, and understands the following clauses:

- Pre and Post Inspections:** A pre-inspection for existing issues will be performed by the owner within 48 hours of the renter picking up the unit. This will include video, photos and possibly written documents. It is the responsibility of the renter to do their own pre-inspection of the unit prior to leaving with the unit. A post inspection will take place within 48 hours of the return of the unit by the renter. Any issues will be recorded and reported to the renter and RVShare (if booked through RVShare). It is the responsibility of the renter to also perform their own post-inspection including marking down mileage, generator use, fuel levels, tank levels, overall condition and more.
- Pickup Orientation:** When renter picks up the unit, a complete pre-rental orientation of the unit will take place. Plan at least 60 minutes for this. All drivers must be at least 25 years old and must be listed on the insurance policy ahead of time. Owner will require a copy of each driver's current valid state license prior to leaving with the unit.
- Height:** The renter understands that the unit is 12.7 ft. high and that certain areas with low lines, low bridges and the like must be avoided, or major damages can occur. If the renter is not sure of the height of an underpass or item crossing over the road, the renter agrees to stop and check, or find another way to proceed.
- Slide-Outs, Awning, Hatches and Levelers:** The renter agrees to never operate the vehicle with the slide-outs, awning and hatches in the extended/open position. The slide-outs **MUST** be brought into the innermost travel position before operating the vehicle, as well as making sure the awning and all external hatches are closed and fully secured. In addition, the leveler legs must be in the fully retracted position before attempting to operate the vehicle.
- Shore Hookups:** The renter agrees to only operate the vehicle once all the shore hookups have been properly disconnected. This includes, water, electric and sewage as well as any other hookups not listed.
- Travel Restrictions:** No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park. Any repairs to the unit due to damage from driving on non-paved roads are the responsibility of the renter.

- G. **Fuel:** The RV will be provided with a full tank of gasoline and LP and must be returned with a full tank of gasoline and LP (unleaded fuel only, **NOT Deisel**). Tank holds 75 Gallons of gasoline and 18 gallons of LP.
- H. **Liquid Propane:** The unit uses LP as fuel for the fridge and water heater (when not on electric) and the stove, oven, and the main heat furnace. LP is highly flammable and no smoking or other sources of flames such as candles should ever be in use in or near the unit, this includes campfires near the unit. Keep any sources of open flames or sparks away from the unit.
- I. **Toll Roads, Traffic Tickets, Parking Tickets and Seatbelts:** Responsibility for traffic or parking violations during the rental period will be transferred to renter and renter will be charged a \$100 administration fee. Tolls are handled via EZ-Pass and will be billed directly from the owner after the unit is returned. There is no administration fee for tolls. It is the law that seatbelts be in use for all passengers and the driver while the vehicle is in operation.
- J. **The Renter Agrees Not To:**
- Use the unit for towing, racing, or illegal activities.
  - Operate the unit under the influence of drugs or alcohol.
  - Let any persons not listed as a driver to drive the unit.
- K. **Boondocking or camping with no hookups:** We recommend that the unit is connected to shore power and water and have waste removal options available. Should this not be available, be aware of tank size and tank level after each use. If the tanks fill to FULL and are not drained, they will overflow. The grey tank is 42 gallons, black tank is 37gallons and clean water tank is 75 gallons. A level indicator is in the unit.
- L. **Waste Tanks and Toilet:**
- Monitor tank levels after each use.
  - A \$65 waste removal fee will apply if tanks aren't emptied on return.
  - At campsites with sewage dumps, do not keep grey or black tank valves open, as this can cause solid waste build-up.
  - Use only RV/marine-approved toilet paper (e.g., Scott 1000), and no other products are to be flushed such as feminine products, tissues, food.
  - Avoid driving with tanks more than  $\frac{3}{4}$  full to prevent damage from waste sloshing.
  - The renter is responsible for the repair of any damages caused by improper plumbing use.
- A. **Pets:** Pets are allowed with prior owner approval. Repair of any damages caused by pets such as scratches to the floor, furniture or urine/feces, will be covered by the renter. A quote for cleaning or repair will be provided if applicable.
- B. **Rooftop Access:** Please do not access the rooftop of the unit without explicit permission from the owner.
- C. **Clean Water Tank:** Although it is believed by the owner that the clean water tank water is potable, we recommend that you do not drink the tap water unless it is being provide by the municipal hookups. Renter agrees not to hold owner liable for any health issues arising from consumption of water from the clean water tanks.
- D. **Smoking, Vaping and Drug use:** There is no smoking of any kind allowed in the unit. This includes vaping. Detection of smoke smells in the unit will result in a loss of renter's deposit or an additional cleaning charge. No illegal drugs are allowed in the unit and legal drugs such as marijuana are included in the no smoking rule. Never drive the unit while impaired.
- E. **Cooking Odors:** Please refrain from cooking anything in the unit that may cause strong odors that will permeate the unit and be difficult to remove. This can result in an additional cleaning charge.
- F. **Appliances and Appliance Use/Availability:** The A/C, generator, awning, entertainment electronics, microwave, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to renter. For assistance, you are advised to call the owner. Please note that in extreme heat, the refrigerator/freezer and A/C may not get as cool as

expected. On occasion overuse of the A/C can cause the unit to freeze up and must be “unfrozen” before continued use.

- G. **Cleaning:** The unit must be returned in a similar condition as when renter took it. A cleaning fee is charged as part of the initial rental for normal cleaning and sanitizing services. Anything beyond the normal expected condition of a rental return will be charged an additional \$25 per hour cleaning fee. This may include excessive debris, mud, sand, sticky areas due to spills and the like. Basic cleaning supplies are available in the RV such as a vacuum, mop with bucket and broom.
- H. **Keys:** Lost keys are \$50.00 for replacement. We do provide a coded lockbox on the vehicle with an extra set for emergencies.
- I. **Unit Return and Late Fees:** The unit must be returned to the agreed upon location. For every hour passed the agreed upon return time we charge an additional \$25.00. If returned 5 hours after agreed upon time, an additional day will be charged.
- J. **Early Returns:** Owner does not provide refunds on early returns.
- K. **Number of Occupants:** Renter agrees unit shall be occupied by no more than 6 occupants at a time.
- L. **Liability:** At no time will the renter hold owner liable for any damages to property or person that may arise during the rental period, including time that may fall outside the rental period due to late return, excluding situations of gross negligence or misconduct on the part of the owner.
- M. **Indemnification:** The Renter agrees to indemnify and hold the Owner harmless from any claims, injuries, losses, or damages incurred during the Rental Period, excluding situations of gross negligence or misconduct on the part of the owner.
- N. **Damages:** Damages caused by the renter during the rental period that occur to the unit that are outside of the insurance coverage, such as minor damages that are not within the range of insurance coverage and/or the insurance deductible itself (\$1000) will be covered by the renter. Any damages must be reported by renter to owner immediately.
- O. **Value:** The renter agrees that the replacement value of the unit is \$27,000 and that if the unit is a loss due to an issue while the renter is in possession of the unit, the renter agrees to pay the difference past what insurance may cover for the unit so as to equal \$27,000.
- P. **Additional:** In addition to this agreement, the renter is also bound by any terms that have been set by RVShare (“platform”) at the time of their booking of the unit. RVShare is responsible for collecting fees relating to the rental. Owner utilizes the RVShare platform to show all costs relating to the rental of the unit and other fees which may be applicable to the rental from RVShare. The platform is utilized by the owner to define cancellation fees, overage fees and terms of payment.
- Q. This agreement and those defined by RVShare forms the entire agreement between the Renter and the Owner. No contrary oral agreements or representations are incorporated.
- R. **Severability:** In the event that any part, article, paragraph, sentence or clause of this agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire agreement shall not fail on account thereof and the balance of the agreement shall continue in full force and effect.
- S. **Choice of Law:** This agreement is to be governed and construed in accordance with the laws of the State of New York.
- T. **Attorneys’ Fees:** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs, in addition to other relief to which it is entitled.
- U. **Fee Schedule:** If the unit is returned without full fuel and LP tanks the following prices will be applied.
  - a. Gas per gallon: \$5.00
  - b. LP per gallon: \$5.00

IN WITNESS WHERE OF, the parties hereto have executed this Agreement as of the date indicated below.  
The undersigned agrees to the terms of this Agreement.

**Rental Initials \_\_\_\_\_ means full understanding and acceptance of this agreement.**

**For Renter:**

Signature:		Date:	
Print Name:			

**For Additional Driver:**

Signature:		Date:	
Print Name:			

**For Additional Driver:**

Signature:		Date:	
Print Name:			

**For MStar Systems:**

Signature:		Date:	
Print Name:			