

## RV Owner Rental Agreement

- 1. Rented property.** The trailer is as advertised on the online booking website's platform.
- 2. Trailer location.** The trailer will be located at the exact address indicated on the online booking website's platform and will not be moved to any other location during the entire length of the reservation.
- 3. Rent term.** The Rent Term shall match exactly to the reservation details on the online booking website's platform. Notwithstanding anything herein to the contrary, Owner may repossess the Trailer at Renter's expense without notice to Renter if the Trailer is used in violation of law or this Agreement.
- 4. Occupants.** Renter agrees to message within the website and provide the name and ages of all occupants and warrants that the following persons (the "Occupants") will be the only persons, except for the Owner and agents thereof, who will occupy the Trailer.
- 5. Insurance Required.** Renter agrees to purchase the highest-level tier of insurance package available on the online booking website's platform. Additional "optional" interior insurance is required to be paid for by the Renter, no exceptions. Renter must provide evidence to the Owner of the insurance policies purchased or the booking will be canceled.

### 6. Rules and Regulations

In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations listed in this section to be followed by all persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of Owner, cause early termination of the Rent Term and Renter's use of the Trailer and forfeiture of all rents and deposits. The Rules and Regulations are as follows:

- **Maximum occupancy:** The maximum number of occupants is 10 guests. NO Exceptions!
- **Minimum age:** The minimum age of the renter is 25.
- **Smoking:** There shall be no smoking inside of the Trailer. Evidence of smoking will result in a \$350.00 charge.
- **Pets/animals:** Pets are not allowed in the Trailer unless the Owner provides express written consent of such. Evidence of unauthorized pets will result in a \$350.00 charge.
- **Awnings:** 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. Do not hang or tie anything on awnings.
- **Rooftop:** At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off limits.
- **Local ordinances:** Occupants, and all persons in the Trailer, shall obey all of the laws of the state of Virginia or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer or Trailer Site.
- **Checkout procedures:** 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.
- All linens should be left in the laundry basket inside of the shower.
- **Furnishings:** The Trailer furnishings are not to be removed from the Trailer nor relocated outside. Do not bring in any other furnishings, including outdoor chairs, into the camper.
- **RV Septic System:** RV Toilets are designed for disposal of single ply RV toilet tissue only. Under no circumstances should anything else be disposed of in the toilet. No feminine hygiene products, diapers or wipes.
- **Pull-Out Couch:** The pull-out couch in the living area is not to be utilized a sleeping area. The couch should be used a couch only and cannot, under any circumstances, be pulled out into the bed position.

**7. 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.

#### **8. 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 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.

#### **9. 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 Trailer. 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 Owner's control.

#### **10. Lost and Found**

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 Trailer, and Owner 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.

#### **11. 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 Virginia.
- 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 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.