

Recreational Vehicle Rental Agreement

Important Disclosures:

By signing this agreement, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the owner of the RV and RVShare (referred to elsewhere in this document as Web Platform) in any suit brought against them.

Responsibility for Damage or Loss; Reporting to Police

You are responsible for all damage to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle if it is not repairable or if we elect not to repair it, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.

Optional Products and Fees Disclosure

By signing this agreement, you understand and agree that there may be optional products that you may or may not opt to add on to your Rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the Rental has been completed based on usage and damages.

Owner Information:

Full Name	Justin Walton (Roll Along RV LLC)
Full Address	413 E. Center St. Germantown, OH 45327
Phone	<u>937-432-5795</u>
Email	jtwalton5@gmail.com
Vehicle	2014 Itasca Spirit
VIN	1FDWE3FS0DDB28755
License Plate	(OH) GIM 2925

Renter(s) Information:

Full Name	_____
Full Address	_____ _____ _____
Phone	_____
Email	_____
Driver's License No.	_____
Exp. Date	_____
Birth Date	_____
Renter's Insurance Carrier	_____
Additional Drivers:	
Name	_____
Driver's License No.	_____
Exp. Date	_____
Birth Date	_____

I, _____, do hereby agree to rent the **2014 Itasca Spirit** VIN **1FDWE3FS0DDB28755** from Roll Along RV LLC, Justin Walton (Owner) under the following terms and conditions:

1. The refundable security deposit for this rental is **\$1,500**.
2. I understand that the rental includes a cleaning fee of **\$0** if returned clean or **up to \$1,500** if not returned clean and odor free.
3. **Pets are not permitted in the vehicle without prior permission and paying pet fee of \$75 (service dogs exempt). Any undisclosed pets will result in a fine of \$350. Pets are NEVER permitted to be left unattended in the vehicle.**
4. **Smoking or vaping is not permitted in the vehicle.** If there is evidence of smoking and/or vaping, an additional cleaning fee of **\$500** will be assessed and potential forfeiture of my entire security deposit... owner's discretion.
5. I agree to pay a fee of **\$25**, plus the actual **unleaded gas** cost to refill the tank if it is returned less than full.
6. I understand that **100 miles are included** for each paid day of rental and that additional miles will be charged **\$0.50** per mile. I agree to pay these charges if applicable out of deposit.
7. I understand that 3 hours of generator use per day paid for is included with rental and that every additional hour will result in a **\$4.00** per hour charge to be deducted from deposit.
8. I shall be responsible for any and all damages to the vehicle for the duration of the rental.
9. I am responsible for checking and maintaining all fluid levels during the rental period.
10. Unless authorization is obtained from the owner(s), no repairs, replacement of parts or service shall be completed during the Rental period. Visits to truck/car wash is also prohibited as it may damage exterior.
11. I, _____, release Roll Along RV LLC and Justin Walton (Owner(s)) from all claims for loss of, or damage to, my personal property or that of any other person, which is left or carried in the vehicle.
12. The owner(s) are not responsible for the loss of vacation, personal or business time, or any expenses incurred by the lessor, resulting from breakdown or any other delay issues. The owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
13. I agree to pick up the vehicle at the specified location at the pre-arranged time.
14. I agree to return the RV by the agreed upon time, but no later than **6:00 PM** EST, on the return date.
15. I agree to pay a late return fee of **\$129** plus **\$250 per day** if I do not return the vehicle on agreed date.
16. I have truthfully disclosed all intended destinations with owner and agree to communicate any change of plans to receive necessary prior approval.
17. **I agree to keep RV at a campsite with electricity hookup every night during rental and understand any "dry camping" or "boondocking" without electricity must be approved by owner beforehand. Any unapproved dry camping may result in loss of deposit.**
18. I agree not to take the vehicle outside of the continental United States. I am responsible for reporting all accidents, incidents of vandalism or theft to the police and the owner(s) upon discovery.
19. I agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license.
20. I agree that all insurance information (if applicable) provided is true and valid.
21. Vehicle shall not be driven off road or on any unpaved surface other than at campgrounds/festival grounds.
22. If any provided keys are lost during my rental, I agree to pay a fee of \$20 per key lost.
23. I have read and agree to all rental rates.
24. Regarding additional rented property (i.e. bike rack): Renter assumes all responsibility and liability for any and all damage to personal property and to the vehicle and rented property resulting from its use.
25. We may use your security deposit to pay any amounts owed to us under this agreement, which shall include replacement of fuel, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental agreement. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
26. Deposit will be used to replace or repair damaged or missing equipment, furnishings, etc.

Terms and Conditions

1. Definitions.

- "Agreement" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- "You" or "your" means the person identified as the lessor on this form, any person signing the Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the lessor's direction. All persons referred to as "you" or "your" are jointly and separately bound by this Agreement.
- "We," "our," "us," means the private owner(s) renting the Vehicle to you.
- "Web Platform" means the RV Rental search engine used by the private owner(s).
- "Authorized Driver" means you and any additional driver approved and listed by us on this Agreement.
- "Vehicle" means the recreational vehicle identified in this Agreement.

2. Rental, Indemnity and Warranties

This is a contract for Rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify both us and Web Platform, defend both us and Web Platform, and hold both us and Web Platform harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of, this Rental and your use of the Vehicle. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. Condition and Return of Vehicle

You must return the Vehicle to the place of pickup or other location that we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear.

If the Vehicle is returned after the specified time, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it. Service to the vehicle or replacement of parts or accessories during the Rental must have our prior approval.

4. Prohibited Uses

The following acts or uses of the Vehicle are prohibited: **a) driving the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the Rental period by giving us false, fraudulent, or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United States; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) under an underpass or other structure without sufficient overhead or side clearance (11 ft. 6 in.); (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) on unpaved roads; (xvii) while towing any vehicle or trailer; or (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing loudspeakers or other sound equipment on the exterior of the Vehicle.**

5. Insurance

You are required to arrange and pay for full insurance coverage for the duration of Rental (including early pickup day, if applicable.) You must provide proof of insurance and have it with you for the duration of Rental. If you choose to decline roadside assistance coverage, you are responsible for arranging and paying for any emergency services necessary (i.e. towing).

6. Additional Charges

You agree to pay us on demand for all charges due us under this Agreement, including but not limited to: (a) time for the period during which you take the Vehicle; (b) there are no charges for additional drivers; (c) charges for the optional services; (d) applicable taxes if any; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (f) **\$129**, plus **\$1.00/mile** for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur to recover Vehicle (including all travel expenses and gas); (g) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (h) We will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due.

Unsafe driving: The vehicle is equipped with a GPS device that records speed, location, and overall driving data. If the vehicle is driven excess of 80 mph, on unpaved roads, or in any other way deemed reckless, an unsafe driving fee of \$50 may be applied for each occurrence.

7. Deposit

We may use your deposit to pay any monies owed us under this Agreement.

8. Your Property

You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

9. Modifications

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire Agreement between you and us. All prior representations and agreements between you and us regarding this Rental are merged into this Agreement.

10. Miscellaneous

Certain items are considered non-essential convenience items. These include TVs, TV antennas, CD players, DVD players, radios, and coffee makers. If they fail to work during a trip, no adjustments will be made to your charges. A waiver by us of any breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this Rental or the reservation of a vehicle.

The Vehicle requires unleaded gasoline only. You will indemnify, defend, and hold both us and Web Platform harmless from and against any claim arising out of unsafe fueling practices committed by you or anyone in your party. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Agreement in its entirety, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this agreement, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

Print Name _____

Signature _____

Date _____

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The attached terms and conditions are part of this agreement – Renter's Initials _____