

Owner Rental Agreement

We have two basic rules: Be responsible. Return it as you found it.

(here's all the legal stuff just in case that doesn't cover it)

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "Trailer" means the non-motorized camping trailer identified in this Agreement as a **2022 Crossroads Volante 38RE**. "Renter" means the person identified as the renter in the RVshare reservation. All persons referred to as "Renter" are jointly and severally bound by this Agreement. "Owner" means the Owner of the trailer identified as **Mark and Elisabeth Degallier**.

2. **Renter Requirements.** Renter must be 25 years of age or older, credit card used for payment must be in Renter's name, Renter must have a valid driver's license, Renter must have full coverage auto insurance in their name. Renter must read and agree to all Terms and Conditions during the reservation process with RVshare as well as all Owner Terms and Conditions included below. Please download this Agreement for your records.

3. **Security Deposit.** A \$1500.00 security deposit (the "Security Deposit") is required for each camping trailer rental. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the Trailer during the Renters stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to the Renter. The Trailer must be returned in the same condition it was received for a full refund of the Security Deposit to the Renter.

4. **Reservations.** The Renter agrees to the times, dates and location in the current RVshare reservation as well as cancellation or change fees. If the Renters plans change during the reservation, please contact the Owners immediately. If the Trailer is not returned on time without prior authorization from the Owners, it will be considered abandoned and the proper authorities will be notified. No refunds will be given for early return.

5. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Delivery Location noted in the RVshare reservation. This contract does not provide the Renter or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. A GPS tracker is installed in the Trailer to monitor unauthorized movement or theft. If the Trailer is abandoned or used in violation of any applicable laws or this Agreement, we may repossess the Trailer at the Renters expense without notice. The Renter agrees to indemnify, defend and hold harmless the Owners from all claims, liability, costs and attorney fees incurred resulting from, or arising out of, the Renters use of the Trailer. The Owner makes no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.

6. **Campground Reservations and Site Selection.** The Owners are not responsible for campground reservations or securing a site. All campground reservations must be made by the

Renter with the campground reservation agency. If the Trailer will be delivered to a site other than a campground, the Renters must have permission to use the site and confirm with the Owners that it is fit for use. Renters must confirm that there is clear access to the site, the site is level and on firm ground, the Trailer will fit in the site with the slides out, and that necessary utilities are available. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors or unsuitable sites.

8. **Delivery.** The Owners will deliver the Trailer to the Rental Location on the Rental Period Start Date and Time. The Owners will set up the Trailer in a way that best works for the location. This process can take up to 90 minutes. At the time of delivery, the Owners will provide the Renters with an orientation to show the safe and proper use of the Trailer and its features. The orientation process can take up to 30 minutes so please allow enough time. To prevent delays and missed information, **please provide a distraction free environment for setup and orientation.**

9. **Pickup.** The Trailer must be returned without damage and must be clean prior to check out. Please see the cleaning checklist in the Trailer Manual. Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to the Renters credit card on file. Please **DO NOT EXCHANGE THE PROPANE TANKS.** The tanks have sensors affixed to them. If more propane is needed, contact the Owners for specific instructions.

10. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Rental Agreement: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; c) tampering with or altering the mechanics or components of the Trailer; and d) violating campground rules and regulations, and State or federal laws. Failure to comply may include, forfeiture of the security deposit, additional charges, repossession of the Trailer without legal process, and/or legal action.

11. **Personal Property.** The Renter releases the Owners from all claims for loss of, or damage to, the Renters, their guests or relatives personal property in or near the Trailer during the rental period.

12. **Personal Injury.** The Renter releases the Owners from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to the Renter, guests, or relatives, whether or not the injury was caused by use of the Trailer, the Owners negligence, or Acts of God. Please note that the camper is not child-proof. The Renter is solely responsible for the safety of any children in and around the Trailer.

13. **Smoking.** There is absolutely No Smoking, Vaping, candles or open flames permitted in the Trailer. The only exception is the gas stove. If the Trailer is returned with any kind of smoking or vaping odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

14. **Pet Policy.** The Owners allow one dog up to 50 lbs. There is a nightly fee of \$30. Any animal that is not pre-approved by the Owners is not allowed in the Trailer at any time. Failure to

comply may result in forfeiture of the security deposit. Any damage or extra cleaning needed because of the dog will be deducted from the security deposit.

15. Limited Supplies. The trailer is equipped with 43 gallons of potable water, a combined 90 gallons of gray water holding tank capacity, 40 pounds of propane, two 1 pound propane tanks for the grill and a bank of 900Ah of lithium batteries rechargeable by the included solar panels. Household supplies include the Consumables listed in the trailer description. The Owners will not provide the Renters additional supplies during the rental period.

16. Solar Panels. The Trailer comes equipped with 1600W of solar panels mounted on the trailer roof. The Renter will not adjust them or change any of the settings for the solar system, unless given permission by the Owner. It is the Renter's responsibility to contact the Owner with any issues or questions. Damage to the solar panels and equipment will be deducted from the security deposit and may include extra fees for repairs.

16. Appliances. The kitchen appliances, awning, television, games, outdoor furniture, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to the Renter. For assistance, you are advised to consult the informational material in the Trailer or contact the Owner.

16. Renter Damage. If the Trailer and/or the contents in the Trailer are damaged during the rental period, the Renter is responsible to pay all damage costs whether the Renter is directly at fault or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, the Renter is responsible for obtaining a police report, contacting the other party's insurance company and contacting the Owners immediately. At check out, the Owners will document the damage, and work with RVshare to assess the cost and method of recovery.

17. Early Departures/ Extending Rental Dates. The Renter is responsible for reviewing the RVshare reservation to ensure that all rental costs, dates and locations are correct. If the Renter wishes to extend the rental period, they must contact the Owner for approval. There are NO refunds for early departures. If the Renter does not vacate at the scheduled check-out time on the scheduled Rental Period End Date and they have not called the Owner for approval to extend the rental period, the Renter will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.

18. Waiver. The Owner's failure to enforce any of their rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

19. Governing Law and Venue. This Agreement Shall be interpreted and enforced according to the substantive laws of the State of Minnesota without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the Minnesota state and federal court for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the Minnesota state court.

20. Severability. If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

21. **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.

22. **Modifications.** No term of this Agreement can be waived or modified except by a document that the Owners have signed.

23. **Entire Agreement.** This Agreement, along with all agreements with RVshare, constitute the entire agreement between the parties regarding the rental of the Trailer, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a document signed by all parties.

24. **Refunds.** No refunds, beyond the RVshare cancellation policy, will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

Last Edited 05/31/2024