Recreational Vehicle Rental Agreement

Important Disclosures:

By renting this vehicle, 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. **You are covered by your personal insurance and are responsible for the deductible stated in your policy.**

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, loss of use, 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 renting this vehicle, 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.

1. The sum of the rental shall be **as outlined in the RVshare Rental Contract**.
2. The refundable security deposit for this rental is **$1,500.**
3. You understand that the sum of the rental includes a cleaning fee of **$0** if returned clean or **up to $399** if not returned clean.
4. You have truthfully disclosed the identity and proper age of all drivers.
5. **Pets are NOT permitted in the vehicle unattended or allowed inside or on furniture when wet.**
6. **Smoking of any king is NOT permitted in the vehicle.** You have stated that you will not smoke inside the vehicle, yet if there is evidence of smoking, you will be subject to the additional cleaning fee of **$599** plus potential forfeiture of the entire security deposit, at the manager's/owner's discretion.
7. You agree to pay a late return fee of **$129** plus **$100 per day** if I do not return the vehicle on the date as originally agreed.
8. You agree to return the vehicle with the same level of gasoline as it was delivered.
9. Additional charges include: None
10. You have read and agree to all rental rates.
11. You shall be responsible for any and all damages to the vehicle.
12. You are responsible for checking and maintaining all fluid levels during the rental period.
13. Unless authorization is obtained from the owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
14. You, release 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.
15. The manager/owner(s) are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the lessor, resulting from breakdown or any other delay problems. The manager/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
16. You agree that the vehicle will be dropped off at the specified location at the pre-arranged time.
17. You agree to return the vehicle in the same condition in which it is received. This includes cleaning the interior of the RV.
18. You agree to return the RV by the agreed upon time, but no later than **4:00 PM** Pacific Standard Time, on the return date.
19. You agree not to take the vehicle outside of the continental United States. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager/owner(s) upon discovery.
20. You 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.
21. You agree that all insurance information (if applicable) provided is true and valid.
22. Vehicles shall not be driven off road or any unpaved surface.
23. We may use your security deposit to pay any amounts owed to us under this agreement, which shall include replacement of fuel or LP gas, 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.

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 renting/using, 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," "I," or "my" means the private owner(s) and manager renting the Vehicle to you.

- "**Web Platform**" means the RV Rental search engine used by the private owner(s) and manager.
- "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.
- "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the daily Rental rate.

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 of 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. You must check and maintain all fluid levels.

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) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (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; 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 covered by an insurance policy as stipulated by the Web platform.

6. 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) **$399**, plus **$0.39/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; (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) a reasonable fee not to exceed **$399** to clean the Vehicle, if returned substantially less clean than when rented; (i) a dumping fee of **$120** if the Vehicle's waste or holding tanks have not been drained by you prior to the return of the Vehicle; (j) a refueling fee of **$39** plus the cost of fuel if you fail to refill the fuel tank; (k) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **$50 for each day** that it is unusable or unrentable. We will **not** refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in.

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. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the property manager or owner(s) during the trip will be done for these items if there are issues. These include TVs, TV antennas, CD players, DVD players, radios, toasters, hair dryers, coffee makers and vacuum cleaners.

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.

You will indemnify, defend, and hold both us and RVshare harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. 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. You authorize 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.

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