

# RHONDA'S RV RENTALS

## Rental Agreement

This Rental Agreement ("Agreement") is made between Rhonda's Rentals LLC, an Arizona limited liability company, DBA Rhonda's RV Rentals ("Owner" or "Dealer" or "Company") and Renter as named in the execution of this Agreement. This Agreement, along with Rhonda's Rentals AS-IS Waiver and Credit Card Payment Declaration, constitute the entire agreement between the parties.

The terms and conditions of this Agreement shall supersede all other Agreements. The terms herein shall survive the end of the rental period and remain in effect. Where Renter has released and/or indemnified Owner, it has also released and/or indemnified Owner's officers, directors, employees, agents, affiliates, and the vehicle's owner of record.

By entering into the Agreement, Renter and Owner acknowledge that they have read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental. Additionally, Renter permits Rhonda's RV Rentals to process a charge to the card listed on file for all rental and claim related charges due under this Agreement.

The Parties have read and agree to the terms and conditions of this Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Renter understands and acknowledges that if Renter purchased a Rhonda's RV Rentals protection package only verified drivers are allowed to drive or operate the rental vehicle. A confirmed booking is an express agreement to this Agreement.

## Definitions and Basic Terms

**Renter:** The individual completing a booking or signing this Agreement.

**Owner/Dealer:** The individual or legal entity accepting a booking, who may not own the Rental but rents it pursuant to a valid agreement with the unit's owner.

**Rental:** The motorized or towable vehicle rented, including tires, tools, keys, equipment, included plates, documents, and other property provided with the vehicle.

**RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. OWNER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED.**

**Rental Period:** Begins when Owner provides Renter with keys and possession of the Rental. Ends upon completed return of the Rental to Owner.

For delivered rentals, Renter's responsibility begins with possession of keys and ends when returned to Owner or Owner's designated delivery driver. Any damage that occurs during the delivery of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via the Rhonda's RV Rentals verification check or must have provided additional proof of insurance coverage through a third party.

## Permitted Drivers and Operation

Only the Renter who completes the booking (Primary Driver) and other persons designated and verified by Rhonda's RV Rentals ("Permitted Drivers") may operate the Rental.

Renter represents that all drivers, during rental period:

- Are at least 25 years old
- Have valid driver's licenses
- Are capable of safely operating a recreational vehicle
- Will confirm proper seatbelt use of all passengers while Rental is in motion

Recreational vehicles require more skill and expertise to operate safely than passenger cars. Spotters are recommended to assist the driver in backing-up the Rental, and operating with safe clearance above, in front of, behind, and beside. Owner must inform Renter of the Rental's limitations, including clearance heights/widths, blind spots, and operating instructions. Renter agrees to operate the Rental on roadways with sufficient width and height clearance to avoid damage.

Renter is fully responsible for the passengers and occupants on board as well as the conduct of those passengers.

## **Prohibited Use**

**VIOLATION OF THESE PROHIBITIONS ALLOWS OWNER TO TERMINATE THE BOOKING AND VOIDS ALL LIABILITY PROTECTION AND OPTIONAL SERVICES. RENTER BECOMES FULLY LIABLE FOR ALL PENALTIES, FINES, DAMAGES, RECOVERY COSTS, AND LEGAL EXPENSES.**

Vehicle will not be used or operated:

- By anyone under 25 years of age or not listed as an additional driver
- To carry persons or property for hire
- In any race, test, or contest
- In a careless, reckless, unlawful or negligent manner
- Under the influence of alcohol or narcotics
- Outside the continental United States
- For any illegal purpose
- On unpaved roads (except graded private roads or driveways)
- When loaded beyond its rated capacity
- With more guests than the unit is designed to carry
- While driver is distracted, using a hand-held communication device, or smart phone

Additional prohibitions:

- Unauthorized pets in the Rental (service animals are allowed with deposit)
- Unauthorized use of the awning
- Anyone on the Rental's roof, regardless of whether the Rental is equipped with a ladder

- Failure to report damage or accidents promptly
- Leaving the Rental unsecured

## **Fees and Charges**

### **Rental Fees**

- Rates are subject to change until reservation is confirmed with down payment to lock-in quoted price
- Reservation down payment is non-refundable and applied toward final charges
- Final payment due 14 days before rental period commences
- Preparation Fee of \$79.00 or \$129.00 depending on the RV, applies to all bookings
- Additional charges due at pickup
- No refund for late pickup or early return
- Changes to reservation incur at least a \$50 fee plus any rate differences
- Rental charges may be paid by Visa, MasterCard, American Express or Discover Card. Prepaid cards, pre-loaded debit or credit cards, or gift cards are not accepted as a form of payment.

### **Security Deposit**

A security deposit is required two days prior to pickup and will be refunded within 7 days of return when all obligations are met. Requirements for return include:

- Rental returned in same or better condition
- Fuel levels equal to or above departure levels
- Holding tanks properly emptied
- No damage to the Rental
- All variable charges paid in full

Owner has 48 hours to inspect the unit and notify Renter of any issues. To the extent that the security deposit paid to Owner is insufficient to cover the damages incurred by Renter, Renter will pay Owner the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owner.

### **Tolls, Tickets and Other Charges**

Renter must notify Owner of parking and/or traffic violations. Non-reporting will result in administrative charge of up to \$100.

Renter agrees to report to Owner and pay all tolls, tickets, fines, penalties, and court costs incurred during the Rental Period, plus reasonable administrative fees. Renter authorizes Owner to pay these on Renter's behalf and charge Renter's credit/debit card on file accordingly. In the event Owner uses a third-party collection service or agent to resolve any tickets, fines and penalties, Renter authorizes Owner's agent to contact Renter directly and agrees to pay all costs and collection fees without protest.

## Summary of Rental Fees and Charges

Fee Type	Amount	Description
<b><u>Required Fees</u></b>		
Preparation Fee	\$79 or \$129	Applied to all bookings
Security Deposit	Varies	Required 2 days prior to pickup; refundable within 7 days if all conditions met
<b><u>Late Return Fees</u></b>		
Hourly Late Fee	\$30 + hourly rate	Administrative fee plus prorated hourly rental rate
Extended Late Fee	\$100 + daily rate	Per 8 hours if causing cancellation of another booking
Towable Late Return	\$50/hour	After 12 p.m., up to \$500/day maximum
Delivered Late Return	\$50/hour	After 10 a.m., up to \$500/day maximum
<b><u>Cleaning Fees</u></b>		
Standard Cleaning	\$50/hour	Maximum \$150, if returned dirty
Deep Cleaning	\$300	For rentals requiring more than surface cleaning
Smoking Fee	Up to \$1,500	For any evidence of smoking in the Rental unit
Tank Cleaning	\$250 per tank	For prohibited items in waste tanks
<b><u>Incident Fees</u></b>		
Missing Key (Digital)	\$250	Fee for lost key fob/digital key
Missing Key (Manual)	\$50	Fee for lost standard key
Lockout Service	\$0.75/mile	Round-trip charge for Owner to unlock Rental
First Aid Kit	\$20	If opened or used
Battery Recharge	\$100 per battery	For depleted batteries after boondocking
Dumping Fee	\$150	If tanks not emptied as required
<b><u>Cancellation Fees</u></b>		
30+ days before rental	25% of total	Down payment (non-refundable)
15-29 days before rental	50% of total	Down payment plus additional fees
0-14 days before rental	100% of total	No refund

## Pickup and Return

### Rental Commencement (Vehicle/Unit Pick-Up/Rental Departure)

- Time must be arranged 48 hours prior to pick-up date and/or must be based off of Campground check-in requirements.
- Allow 0.5-1 hours for orientation, contract review, and processing.
- All add-on items must be requested and paid 24 hours before pickup.
- Owner ensures unit interior and exterior are clean, safe, and in roadworthy condition
- Renter and Owner will complete a walkthrough and complete and sign a Departure Form.

- Owner will take photos within 24 hours of departure of exterior and interior of the Rental or insurance coverage will not apply
- Winterization Advisory applies when renting between October and March
- Customer vehicle cannot be stored at Owner's pickup location. If Renter has unit delivered to a Campground, Renter may park at the Campground per campground's parking regulations.
- If any components are not working as expected, Renter must notify Owner immediately and submit photos or videos of defects.
- Towables: Renter acknowledges that their vehicle has sufficient towing capacity. Owner and Renter acknowledge joint responsibility to ensure towables are properly hitched with appropriate ball mounts and sway bars at beginning of Rental.

### **Rental Conclusion (Rental Return)**

#### **Condition: (see "Cleaning and Maintenance" on p.6)**

- Renter must ensure that the Unit is returned in the same condition as it was at time of pickup - clean on the interior and exterior and in full working order.
- Renter and Owner will perform a walk-through, and time-stamped photos will be taken for insurance purposes, and a Return Form will be completed and signed, noting any and all defects or damage.
- Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must document the condition of the Rental via photos no later than 48 hours after the trip ends. This is a requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos, but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or Owner may result in any claims being denied. Rhonda's RV Rentals and Owner are not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter.
- After inspection, fees for damages, cleaning, dumping, or any other charges will be deducted from Renter's security deposit if applicable.

#### **Time:**

- Renter, or approved Permitted Driver, agrees to return the Rental by the checkout time indicated on the Booking Confirmation.
- Any rental extensions or late returns must be approved by Owner in writing.
- If rental is extended, Renter agrees that this Agreement will extend for the entirety of extended rental period.
- Early return times must be pre-arranged in writing. There are no refunds for early returns.
- If the Unit is returned at a different time than indicated in the Booking Confirmation, Renter forfeits their right to complete a return walkthrough with Owner.

- If Renter is late and delays the departure of, or causes the cancellation of the next renter for that vehicle, the Renter will be responsible for any inconvenience fees or loss of revenue, whichever is greater.

**Late returns** will incur:

- \$30 administrative fee plus prorated hourly rate for each hour late
- \$100 administrative fee plus daily rate for every 8 hours late if causing cancellation of another booking

**Towable units:**

- Return between 9 a.m. to 12 p.m. EST on scheduled return day
- \$50/hour late fee for every hour after 12 p.m., up to a maximum of \$500/day
- Renter must empty and rinse holding tanks or pay dumping fee charged by Owner

**Delivered units:**

- Return between 8 a.m. to 10 a.m. on scheduled return day, verify Campground checkout requirements
- Requires 1.5 hours before campground checkout time
- Renter is responsible for any late fees charged by campground for late check-outs
- \$50/hour late fee after 10 a.m. up to \$500/day
- Tanks must be emptied and rinsed at least once for rentals over 3 days

## **Travel Restrictions**

- No travel outside contiguous United States - no trips to Mexico or Canada
- Winter travel to below-freezing areas not recommended
- Summer travel to extremely hot areas not recommended
- No travel on unpaved roads or unmaintained gravel roads – ask Owner if unsure
- No travel through underground or underwater tunnels with propane vehicles
- Delivered units must not be moved once parked and leveled
- No towing without pre-authorization

## **Campground Reservations**

- Unless boondocking (dry-camping) is approved by the Owner, Renter is required to stay at a campsite with full hookups
- Owner is not responsible for campground reservations, including cancellations for COVID or future pandemics
- All campground reservations must be made separately with the campground's reservation agency
- Campground and campsite fees are separate from, and in addition to, the Rental price and fees
- No refunds will be given for campsite reservation errors

# Cleaning and Maintenance

## Cleaning

- Rental must be returned clean and in the same or better condition than Rental Commencement
- Renter agrees to wipe down counters and tables, wash cookware, remove all trash and debris.
- If unit is returned dirty
  - Standard Cleaning fee: \$50 per hour (max \$150) if returned dirty
  - Deep Cleaning fee: \$300 if requiring more than surface cleaning
- No smoking allowed – Smoke odors will incur additional smoking fee (separate from cleaning fees)

## Waste Holding Tanks

- Nothing except RV-safe toilet paper in black tank
- Nothing except sink/shower water in gray tank
- Any food particles in gray tank may cause a clog that requires extensive cleaning to remove
- \$250 cleaning fee per tank for prohibited items or tank clogs
- Tanks should be emptied when reaching  $\frac{3}{4}$  capacity
- Stay at campsite with full hookups unless boondocking approved
- If Renter fails to stay at a campsite with full hookups (including on-site dump station) Renter will be charged a \$150 dump fee

## Maintenance

Owner is responsible for checking all fluid levels, tire pressure, and wheels prior to rental departure.

## Problems and Roadside Assistance

- Report damages immediately
- Contact Owner at **(623) 734-5197** or **rhondasrentals@outlook.com** for concerns
- No refunds or credits for issues beyond Owner's control, including but not limited to:
  - flat tires, weather, systems within Rental that were working at pick-up (refrigerator, heater, LED lights, sound system, etc.)
  - damages to any part(s) of the Rental unit, whether Renter was at-fault or not, or due to Renter's or any guest's negligence.
- Minor repairs under \$200 may be made and reimbursed after consulting Owner
- Repairs over \$200 require prior authorization from Owner
- Renter MUST keep receipts and defective parts to obtain reimbursement from Owner

- Should a repair be made without consulting Owner, Renter assumes liability for the repair and any subsequent repairs needed
- No reimbursement for out-of-pocket repairs will be paid to Renter unless Owner has been contacted, and Owner gives prior authorization.

## **Roadside Assistance**

Roadside assistance is currently included in certain eligible bookings with a purchased Rhonda's RV Rentals Protection Package. If the Protection Package purchased does not include roadside assistance services, Renter may apply and pre-pay for roadside assistance through Owner. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.

## **Tires**

- For towable units:
  - Renter is responsible for replacement - Damaged tire must be replaced with same type/size
  - Renter must keep receipts and defective tire to receive reimbursement
- For delivered units: Owner is responsible

## **Lockout/Lost Keys**

### **Digital Key Pad Locks:**

- Lockout assistance: \$0.75 per mile (round trip) for Owner to unlock the Rental
- Missing key fee: \$250
- If key is found after Owner is en route, Renter pays only for mileage up to that point
- Missing key upon return: \$250 fee

### **Manual Locks with Keys:**

- Lockout assistance: \$0.75 per mile (round trip) for Owner to unlock the Rental
- Missing key fee: \$50
- If key is found after Owner is en route, Renter pays only for mileage up to that point
- Missing key upon return: \$50 fee

For both lock types, if a locksmith is required, the full locksmith cost is paid by Renter. Locksmiths must be scheduled and approved by Owner before work is completed.

## **Damage Responsibility**

Renter is responsible for loss or damage (due to any cause regardless of at fault, including, but not limited to collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature) occurring during the Rental Period up to the deductible in their protection package. Violations of this Agreement make Renter responsible for the full claim amount.

Both parties will document the Rental's condition upon Pickup and Return with photos and a completed Departure Form and Return Form documenting existing defects or damage. All



damage noted in the Return Form not listed in the Departure Form becomes Renter's responsibility.

Specific damage protocols:

- All accidents, theft, or vandalism must be reported to police and Owner promptly with copies of reports provided
- For vandalism or hit-and-run damage, insurance claims require a police report
- If the security deposit is insufficient for damages, Renter pays the difference
- For after-hours returns, Renter remains responsible for damage occurring before Owner's acceptance (up to 48 hours)
- Renter-provided drop-off photos showing no damage will be considered in dispute resolution
- If the Rental was involved in a motor-vehicle accident not Renter's fault, causing early period end, Renter may be able to recover costs from at-fault driver's insurance, but Owner does not guarantee this
- If Renter is at fault for damages or mechanical failure, Renter is responsible for the entire contract amount plus any loss of future rental income
- Renter is responsible for damages or theft of:
  - Couches, chairs
  - Beds, bedding, linens,
  - Kitchen utensils, tableware, cookware,
  - Counters, walls, additional extras and add-ons.
- Renter's personal property left in the Rental is not the responsibility of Owner
  - Owner are not responsible for loss of, theft, or damage to any property in or on the Rental, in any service vehicle, such as a transit van or bus, on Rhonda's RV Rentals and/or Owner's premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to Rhonda's RV Rentals and Owner for claims by others for loss or damage caused by renter's property.

## **Special Policies**

### **Abandonment**

- Abandonment means leaving the Rental unit, for any reason, with no intention of returning to it or delivering it back to Owner/drop-off location.
- If Renter abandons the Rental unit, the Renter will forfeit the entire security deposit plus any applicable fees for damages, lost/missing keys or items/parts from the Rental unit.
- In the event the Renter abandons the Rental unit without signing return documents, the Renter agrees to waive the Renter's rights to dispute any claims due to damages, overages, or vandalism.

### **Appliances**

- If malfunctions occur, please contact Owner

- No compensation will be given for malfunctions of the following convenience items:
  - Air conditioning, awning, radio, microwave, TV, satellite, WiFi extender, jacks

### **Awnings**

- Usage may be restricted by Owner
- If usage is approved by Owner:
  - Use with caution - damages are 100% Renter's responsibility
  - Always retract awning during wind and rain events
  - If awning becomes damaged: fabric must be kept in possession of Renter and returned to Dealer in order for damages to be covered by the purchased protection package
- Damage costs may exceed security deposit amount

### **Propane**

- Nightly rates include daily propane usage fee
- Renter is responsible for refilling if propane is fully depleted during extended rental
- Propane tanks are personal property of Owner, and should be refilled, not exchanged

### **Boondocking/Dry Camping**

- Not allowed unless pre-approved by Owner
- Renter takes full responsibility for limited capabilities
- Renter must refill the fresh water tank and must note/understand the Rental unit specifics for fresh water tank capacity
- Recharging/replacing batteries is Renter's responsibility
- Battery charge will be measured upon return \$100 fee per battery if returned with low charge

### **Generator Use**

- Must be kept outside, and placed at a reasonable distance – do not use inside the unit
- Never leave unattended or run overnight
- Renter responsible for fuel and operation
- Cannot be stored inside the Rental
- Renter is responsible for refilling generators with fuel

### **First Aid Kit**

- A first aid kit is provided in the Rental unit's bathroom
- If opened/used, Renter owns it and will be charged \$20 (replacement value)
- If used, Renter should take the kit as it cannot be passed to other renters due to personal/bodily fluid concerns
- Generic basic bandages are available in the bathroom vanity cabinet for use without fee

## **GPS Tracking**

- The Rental unit is equipped with a GPS tracking device for safety
- The device must not be removed or unplugged for any reason
- Failure to accurately report destination or attending prohibited events will result in complete forfeiture of security deposit
- Owner may request immediate return of the Rental with no refund for unused rental dates
- The tracking device may use surrounding Bluetooth capable devices to process pinpoint location

## **Cancellation Policy**

### **If Renter Cancels:**

- Reservation down payment is non-refundable
- 30+ days before rental: 75% refund (minus down payment)
- 15-29 days before rental: 50% refund (minus down payment)
- 0-14 days before rental: No refund – full amount will be charged to credit card provided at the time of reservation.
- No refunds for Special Events, Holidays, or Holiday Weekends

**If Owner Cancels:** May cancel due to unforeseen circumstances with full refund provided.

## **Prohibited Items and Activities**

### **Smoking**

No smoking or vaping of any kind in Rental units. Violations forfeit entire security deposit plus up to \$1,500 smoking fee.

### **Drugs**

Strict no drugs policy. Evidence of illegal substances will forfeit entire security deposit and may involve law enforcement.

### **Pets**

- Must be pre-approved by Owner
- Owner reserves the right to accept or decline any pet for any reason
- Service animals allowed - pet deposit is required.
  - Federal ADA requires that services animals are harnessed, leashed, or tethered, unless the use of these devices interfere with the service animal's work or the individual's disability prevents using these devices. In such cases the individual must maintain control of the animal through voice, signal, or other effective controls.
  - Pet fees for service animals may not be charged; however, the Owner may collect fees for any damage sustained to the Rental by the service animal.
- Not allowed on upholstered areas
- Pet fee and additional \$250 refundable deposit required
- Additional cleaning fee will be charged for large amounts of pet hair

- If pet damages occur, including evidence of pet feces or urine, Renter will forfeit the pet deposit plus regular security deposit, and any excess damage will be charged to Renter.

## **Food and Odors**

- Strong-smelling foods must be prepared outside the Unit
- Exterior kitchen available for cooking smelly food items
- Renter will be charged full deep cleaning fee for strong odors inside the Unit

## **Insurance**

Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Rhonda's RV Rentals deems Renter responsible. Renter must be approved for insurance for the Rental through Rhonda's RV Rentals or must provide Owner with an insurance binder indicating Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Owner, and/or third parties for the Rental being driven or towed. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental. Renter acknowledges that any insurance outside of the Rhonda's RV Rentals Protection Packages is primary over the coverage provided in the package. **Except where required by law to be primary or excess, any protection provided through Rhonda's RV Rentals shall be secondary to, and not in excess of, any applicable insurance available to Renter, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.**

## **Indemnification and Limitations of Liability**

**Indemnification by Renter.** Renter shall forever defend, indemnify, and hold Rhonda's RV Rentals and Owner (including but not limited to the titled owner), and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Dealer or otherwise. It is agreed and understood that Owner or Rhonda's RV Rentals has the right to control the defense of any such claim.

**RENTER WAIVES AND RELEASES RHONDA'S RV RENTALS AND OWNER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED.**

**Indemnification and Waiver by Owner.** Owner shall forever defend, indemnify, and hold Rhonda's RV Rentals, and its officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use of the Rental by Renter or any person, including claims of, or

liabilities to, third parties. OWNER WAIVES AND RELEASES RHONDA'S RV RENTALS AND RENTER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE RENTAL OR BOOKING.

**Rhonda's RV Rentals' Limitation of Liability.** RENTER AND OWNER AGREE THAT RHONDA'S RV RENTALS'S AGGREGATE TOTAL LIABILITY UNDER ANY THEORY WHATSOEVER IN CONNECTION WITH ANY RENTAL OR BOOKING SHALL NOT EXCEED THE TOTAL SERVICE FEES EARNED AND RECEIVED BY RHONDA'S RV RENTALS FOR SUCH BOOKING. IN NO EVENT SHALL RHONDA'S RV RENTALS, ITS AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN ADDITION, RHONDA'S RV RENTALS IS NOT LIABLE FOR ANY LOST PROFITS OR REVENUES, INCLUDING DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, DATA LOSS, FRAUD LOSSES, LOSSES OF BUSINESS OPPORTUNITIES, LOSSES DUE TO CRIMINAL CONDUCT BY OWNER, RENTER, PASSENGERS OR THIRD PARTIES, LOSSES IN CONNECTION WITH CHARGEBACKS, PAYMENT PROCESSOR DISPUTES, LOSSES DUE TO THE CONDUCT OF PAYMENT PROCESSORS, LOSSES DUE TO FALSE FRAUD SCREENING OR IN ANY OTHER WAY IN CONNECTION WITH OR ARISING OUT OF THE RENTAL OR BOOKING, RENTER OR OWNER'S USE OF THE RHONDA'S RV RENTALS TECHNOLOGY PLATFORM OR IDENTITY VERIFICATION SERVICES, FAILURES OF THE INTERNET, SYSTEMS, COMPUTER FAILURES, AND TAXES OR DUTIES, WHETHER THE DAMAGE CLAIMS ARE BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

**RENTER'S EXCLUSIVE REMEDY FOR ANY CLAIMS SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE UNDER THIS AGREEMENT.**

**OWNER'S AND RHONDA'S RV RENTALS' AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL SERVICE FEES EARNED FOR THIS BOOKING.**

**Attorney Fees.** Should Renter file a claim against Rhonda's RV Rentals in court or otherwise, and should Rhonda's RV Rentals prevail in court or similar venue, Renter shall be liable for Rhonda's RV Rental legal costs including reasonable attorney fees, court filing fees, and other direct monetary damages.

**Cooperation.** The Parties agree to cooperate and coordinate with Rhonda's RV Rentals and each other generally and to take any actions Rhonda's RV Rentals reasonably requests in connection with (i) this Rental Agreement, (ii) the pickup, use and return of the Rental, and (iii) any disputes, actions, proceedings, suits, and investigations related to the Rental or Renter's use of the Rental, including without limitation, execution and delivery of any documents Rhonda's RV Rentals reasonably requests, giving testimony under oath, and taking any other actions Rhonda's RV Rentals reasonably requests related to this Rental Agreement or the Rental or the rental transaction.

#### **Recapitulation**

- Renter agrees to rent Owner's vehicle as provided in this Agreement.

- Owner is not responsible for any charges related to the non-availability of a Rental unit for reasons beyond our control i.e. breakdowns or late returns.
- Owner is only liable for the amount of deposit and/or any fees paid by Renter.

**Additional Conditions**

This Agreement does not create any type of partnership between Renter and Dealer or Rental Owner. This Agreement may not be cancelled or modified except in writing signed by all parties.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS DEALER AND RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY DEALER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DEALER AND/OR THE RENTAL OWNER. RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF DEALER RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO DEALER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO DEALER AND/OR THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST DEALER AND/OR THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

**RENTER SIGNATURE**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_