

Curt Simon

369-B 3rd St #101
San Rafael, CA 94901

Phone: 415.785.3757 Fax: 415.460.5030
curt@wheelsdealsthings.com

Motorhome Rental Agreement

Date of Agreement: September 21, 2021

Renter: Ken McMillen

Street Address:

City / State / Zip

Telephone:

Email

Payment and Guarantee:

Type of Credit Card

Credit Card Ending in:

Renter agrees to rent from Curt Simon ("Owner"), the 2019 Mercedes Benz Freightliner 2500 High Roof van on the following pages. The term of the rental ("rental period") shall be from September 21, 2021 ("Start Date") September 25, 2021 ("Return Date") (or, If the vehicle is returned later than the return date, the actual date the vehicle is returned). The base cost of the rental shall be \$275.00(USD) ("base cost"), plus \$ 00.50 in excess of 125 miles/day miles driven. If the vehicle is not returned by 3:00 PM on the return date, an additional late charge of \$275.00/day (or portion of each subsequent day) shall be added. Base cost includes pickup in and delivery to 206 Ross Valley Dr, San Rafael, CA 94901.

Renter is only responsible for fuel between delivery/pick up to retrieval/drop off.

By its signature appearing below, Renter and, if applicable, all Additional Authorized Operators, agree to the terms of this Agreement including the attached terms and conditions.

Odometer reading

Security Deposit: \$1,000.00

TERMS AND CONDITIONS TO MOTORHOME RENTAL AGREEMENT

For purposes of these terms and conditions, the terms "You," "Your," and words of similar importance shall refer to the party identified as Renter on the Motorhome Rental Agreement (along with these Terms and Conditions, collectively the "Agreement") and terms such as "We," "Us," "Our," and words of similar importance refer to "Owner" on the Motorhome Rental Agreement. If there is an y conflict between the terms on the reverse side, these Terms and Conditions, these Terms and Conditions shall control. The term "Vehicle" shall refer to the specific motorhome identified on the reverse side and any vehicle we substitute for it. All capitalized terms not defined herein shall have the same meaning as defined on the reverse side.

1. WHO MAY OPERATE THE VEHICLE. Only You and any other person who meets Our qualifications and who signs as Additional Authorized Operator at the time of rental ("Authorized Operators"), may operate the Vehicle. All Authorized Operators must be at least 25 years old and have a valid driver's license. No other persons are permitted to operate the Vehicle. With respect to any additional Authorized Operator, other qualifications may, at Our discretion, be in effect at the time and place of rental; and We may impose an additional fee for such persons. By operating the Vehicle (whether or not having signed as Additional Authorized Operator), You and all Authorized Operators are jointly and severally responsible for Your obligations under this Agreement. To ensure the protection of all occupants of the Vehicle, any Authorized

Operator of the Vehicle must be approved by Owner as a qualified driver, after participating in the driver training We provide.

2. RETURN. Ordinary wear due to reasonable use excepted, You must return the Vehicle to Us in the same condition it is in when You receive it. Notwithstanding anything herein to the contrary, You are responsible for paying for cleaning the interior and exterior of the Vehicle. If the Vehicle requires more than Our standard cleaning on its return, We may charge You for the actual costs incurred by Us to have the Vehicle cleaned. You must return the Vehicle to Us by 3:00 PM on the Return Date specified on the reverse side, or sooner if demanded by Us. The Vehicle will remain subject to the Agreement until We have inspected and accepted it; if You return the Vehicle after hours,

(a) You are responsible for any damage to the Vehicle until We have inspected and accepted it on the next day that the return location is open for business and

(b) time charges and any charges for additional services or other charges that are stated in the Agreement as a periodic rate, may continue to accrue until the return location reopens for business. If You do not return the Vehicle when required by this Agreement, then after We send You a written demand to return it, sent to Your address shown on the reverse side or otherwise provided to Us, We may, at Your expense, recover the Vehicle where and when it is found. If the Vehicle is found illegally parked or apparently abandoned, or if the Vehicle is used or obtained as prohibited under Paragraph 4 of these Terms and Conditions, then We may recover the Vehicle without demand. You hereby waive any right to a hearing or to receive any notice or legal process as a pre-condition for Our recovering the Vehicle.

3. YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE VEHICLE.

a. Except as stated below, You are responsible for any and all loss or damage to the Vehicle resulting from any cause including but not limited to collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God regardless of fault.

b. Your responsibility will not exceed the retail fair market value of the Vehicle at the time the Vehicle is lost or damaged, less its salvage value, plus actual towing, storage and impound fees, an administrative charge and a charge for loss of use.

4. PROHIBITED USE OF THE VEHICLE.

a. Neither You, any Authorized Operator nor any person may:

i. Permit the use of the Vehicle by anyone other than You or an Authorized Operator;

ii. Destroy, damage (including without limitation tamper with the Vehicle's odometer) or aid in the theft of the Vehicle;

iii. Take or attempt to take the Vehicle into Mexico, Canada or to anywhere else outside of the United States, except as expressly permitted by Us in writing;

iv. Engage in any willful or wanton misconduct which, among other things, may include reckless conduct such as: the failure to use seat belts, the failure to use child seats or other child restraints where legally required, use when overloaded, use off paved roads or on roads which are not regularly maintained, leaving the Vehicle and failing to remove the keys, or failing to close and lock all doors and windows of the Vehicle while unattended;

v. Smoke inside the Vehicle;

vi. Allow pets or any animals inside the Vehicle without Our express written permission;

vii. Sit, stand or lie on the roof of the Vehicle at any time;

viii. Use or permit the use of the Vehicle by anyone:

A. While legally intoxicated or under the influence of alcohol, drugs or other absorbed elements which may adversely affect a person's ability to drive safely;

B. For any purpose that could properly be charged as a crime, such as the illegal transportation of persons, drugs or contraband;

C. To tow or push anything;

D. In a speed test, speed contest or similar activity;

E. In driver training activity;

F. To carry persons or property for hire (i.e., for a charge or fee);

G. If the Vehicle has been obtained from Us by fraud or misrepresentation;

H. To carry hazardous materials (other than customary quantities used in the operation of the Vehicle that are stored within the contained provided for them), explosives, biologically active materials that are hazardous to human health or radioactive material;

I. With inadequately secured cargo; or

J. Who is not familiar with the Vehicle's operation manual and/or who fails to operate the Vehicle in full compliance therewith.

K. In a manner that We or our agent(s) have communicated is not allowed or would be creating an unnecessary risk to the Vehicle or its occupants.

b. Any use of the Vehicle in a manner prohibited above will constitute a breach of this Agreement, resulting in the forfeiture of Your security deposit, Our repossession of the Vehicle and/or making You responsible, to the fullest extent permitted by law, for the actual and consequential damages to Us caused by the breach, together with Our related costs and attorneys' fees.

5. PAYMENT OF CHARGES. You and any person or entity to whom, with Our consent, You expressly direct the charges in any way incurred under the Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all Charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a \$50 fee for any check used for payment of Charges that is returned to Us unpaid or for any credit, charge, debit card charges that are not honored by the card issuer. Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit card or other device acceptable to Us. Debit cards may not be acceptable to qualify for rental but may be used for payment at return. Charges not known to Us at the completion of the rental in excess of the Security Deposit may be charged to the credit card specified in the Agreement ("Credit Card"). You authorize Us to (i) debit the Security Deposit from the Credit Card at the time of rental, (ii) apply the amount debited as the Security Deposit or any portion thereof toward any Charges and (iii) charge any Charges in excess of the Security Agreement to the Credit Card. We may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge or debit card, You authorize Us to correct the Charges with the card issuer.

6. COMPUTATION OF CHARGES.

a. TIME CHARGES are computed at the rates specified in the Agreement for days, weeks, months and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. As stated in paragraph 2, if the Vehicle is returned after hours, charges may continue to accrue until the return location reopens for business.

b. MILEAGE CHARGES, including those for extra miles, if any, are based on the per mile rate specified in the Agreement. The number of miles driven is determined by subtracting the Vehicle's odometer reading at the beginning of the rental from the reading when the Vehicle is returned, excluding tenths of miles. The per mile rate is then multiplied by the number of miles driven or, in the case of extra miles, by the number of miles in excess of the number of miles allowed, as specified in the Agreement. The result is the mileage Charge.

c. ADDITIONAL DRIVER CHARGE may be applied at Our discretion.

d. ADDITIONAL REFUEL CHARGE may be applied if the Vehicle is returned to us with less fuel contained in the Vehicle on the Start Date as indicated on the reverse side.

e. STANDARD CLEANING CHARGE of \$100 (or, if the Vehicle requires more than our Standard Cleaning Charge, the actual cost to have the Vehicle cleaned) may be applied at Our discretion

f. SERVICE CHARGE may be applied if You return the Vehicle to any location other than the location from which it is rented.

g. TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered at the actual rates of such fees plus an administrative fee or as otherwise required by applicable law.

- h. **RECOVERY EXPENSE** consists of all costs of any kind incurred by Us in recovering the Vehicle if it is seized by governmental authorities.
- i. **COLLECTION EXPENSE** consists of all costs of any kind incurred by Us in collecting Charges including, but not limited to, all attorneys' fees and court costs.
- j. **LATE PAYMENT FEES** equal to 2% per month, or the maximum amount allowed by law, may be applied to any balance due for Charges that are not paid within 30 days of Our mailing an invoice for such Charges.
- k. **FINES AND OTHER EXPENSES** include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Us resulting from the use of the Vehicle.
- l. **LOSS OF USE** means Our loss of Our ability to use the Vehicle for any purposes due to damage or loss of the Vehicle during the Rental Period. Loss of use is calculated by multiplying the number of days from the date of damage to, or loss of, the Vehicle until it is fully repaired or replaced times the daily rental rate.
- m. **DIMINUTION OF VALUE** equal to the diminished value of the Vehicle caused by damage to it or repair of it.
- n. **ANY OTHER CHARGES** specified in the Agreement will be charged at the applicable rates specified in the Agreement. Any such Charges which are stated in the Agreement as a daily rate shall be due and payable for each full or partial rental day.
- o. Charges will continue to accrue until the Vehicle is returned to Us or, if the Vehicle has been stolen through no fault of Yours, until such time as You have reported the theft both to the police in the jurisdiction in which the theft occurs and to Us.

7. RESPONSIBILITY FOR PROPERTY. You agree that We are not responsible to You, any Authorized Operators or anyone else for any loss of or damage to Your or their personal property caused by Your or their acts or omissions, those of any third party or, to the extent permitted by law, our negligence. You and any Authorized Operators hereby waive any and all claims against Us for loss or damage to Your or anyone else's personal property, which includes, without limitation, property left in the Vehicle or any vehicle brought on Our premises, caused by You, any Authorized Operator, any third party or, to the extent permitted by law, by our negligence whether in whole or in part. You and any Authorized Operators agree to indemnify and hold Us harmless from any claim against Us for injury to any person and for loss of or damage to personal property that is connected with any rental under this Agreement.

8. ACCIDENTS, THEFT AND VANDALISM. You must promptly and properly report any accident, theft or vandalism involving the Vehicle to Us and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Us. You and any Authorized Operators must cooperate fully with Our investigation of such incident and defense of any resulting claim. **FAILURE TO COOPERATE FULLY SHALL CONSTITUTE A DEFAULT OF THIS AGREEMENT.** You and any Authorized Operators authorize Us to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

9. LIMITS ON LIABILITY. We will not be liable to You or any Authorized Operators for indirect, special or consequential damages (including lost profits and/or value of lost vacation, personal or business time) arising in any way out of any use of the Vehicle or other matter relating to the rental covered by this Agreement.

10. PARKING AND TRAFFIC VIOLATIONS/TOLLS. You will be responsible for and pay all parking and traffic violation fees, fines and penalties, all towing, storage and impoundment fees, and all tolls charged to the Vehicle, arising out of use, possession or operation of the Vehicle. You agree to pay same and indemnify and hold Us harmless if We pay or are required to pay same. You also agree to reimburse Us for all related collection and other expenses, including an administrative fee related to the cost of collection or to the cost of providing information about You to a court or governmental agency in connection with any parking or traffic violations.

11. INSURANCE. You are responsible for all damage or loss to the Vehicle and to all persons during the Rental Period. You shall either (i) provide Us with an insurance binder evidencing that You have obtained

primary motor vehicle liability, collision and comprehensive insurance coverage insuring You, Us and the Vehicle or (ii) You have elected to pay a rental surcharge.

12. NO WARRANTIES. YOU HEREBY WAIVE ALL WARRANTIES OF ANY KIND WITH REGARD TO THE VEHICLE, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY AND ANY WARRANTY RELATING TO FITNESS FOR A PARTICULAR PURPOSE

13. POLICIES. If cancellation is made more than 60 days prior to the start of the rental \$100 is forfeiture. If cancellation is made less than 60 days prior to the start of the rental dates, the entire rental deposit will be forfeited. You will be charged for any overages specified on the terms and conditions of the reserve side. \$50 dumping charge if black water cassette tanks are not empty. \$20 Fill Charge Plus Cost of Diesel Fuel If Not Topped Off Upon Return.

14. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the "owner" State of residency, without regard to conflict of law rules or principals. Any action seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in the courts of the "owner" State of residency. All of the parties consent to the jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the Court. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. Neither Our acceptance of any payment from You nor our failure to exercise any of our rights under this Agreement or at law shall be deemed a waiver of any of our rights under this Agreement or at law. If we at any time determine, in Our sole and absolute discretion, that You, any Authorized Operator, or the use of the Vehicle is unsuitable, We may immediately rescind this Agreement and repossess the Vehicle, whereby You shall peaceably deliver possession of the Vehicle to Us and We agree to refund any unused portion of any Charges that We collected prior to the date of such rescission. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Owner: Curt Simon

Date: September 21, 2021

Renter: Ken McMillen

Date: