

RHONDA'S RV RENTALS

Rental Agreement

This Rental Agreement (“Agreement”) or (“Booking”), along with the Rhonda’s RV Rentals Terms of Service and Policies, which are incorporated herein by reference, is made by and between Rhonda’s Rentals LLC, an Arizona limited liability company, DBA Rhonda’s RV Rentals and Renter as named in the execution of this Agreement, online or otherwise. Rhonda’s Rentals LLC is herein referred to as “Rhonda’s Rentals” or “Rhonda’s RV Rentals” or “Owner” or “Dealer” or “Company”. Rhonda’s RV Rentals and Renter are herein collectively referred to the “Parties”. Renter wishes to rent a recreational vehicle, or vehicle, herein the “Rental” or “Rented Vehicle”.

The terms and conditions of this Agreement 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.

Rental Agreement Terms and Conditions

1. **Renter and Owner.** The “Renter” shall mean the individual person completing a booking using his/her Rhonda’s RV Rentals account or the person signing this Agreement, digitally or otherwise. The “Owner” (also referred to herein as the “Dealer”) shall be the individual person or legal person (e.g. corporation, LLC, etc.) accepting a booking. Renter acknowledges that Dealer may not own the Rental it is renting to Renter, and rents the Rental pursuant to a valid third-party agreement with the owner of the unit. Dealer represents and

warrants that it has the legal authority to enter into a booking and renting the Rental. This agreement is not assignable by Renter.

2. **Rental.** The “Rental” means the motorized or non-motorized (towable) vehicle rented by the Renter from the Owner, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by the Owner with the vehicle. **RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. OWNER (INCLUDING THE TITLED OWNER OF THE RENTAL) DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION OR QUALITY, PERFORMANCE, UTILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Renter agrees that Owner shall always have a superior right of possession of the Rental over Renter. In the event that Owner, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Owner shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Owner recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs. Owner agrees that Renter is wholly responsible for these charges and will hold Rhonda’s RV Rentals harmless.

3. **Rental Period.** The “Rental Period” begins when the Owner provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental Period ends upon the completed return of the Rental to the Owner.

For rentals involving the delivery of the Rental by Owner, Renter’s responsibility for the Rental and liability for damages relating to delivered rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their 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.

Renter and Owner understand and acknowledge that they should not enter into a booking and key exchange unless they agree and accept the terms of this Agreement, as well as Rhonda’s RV Rentals’ other Terms of Service and Policies. A confirmed booking is an express agreement to this Agreement and Rhonda’s RV Rentals’ Terms of Service and Policies.

4. Who May Drive and Proper Operation of the Rental. Only the Renter who completes the booking (the “Primary Driver”) and qualifies as a “Permitted Driver,” and other persons designated and identified as drivers at the time of booking and verified by Rhonda’s RV Rentals (“Permitted Drivers”) may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Renter, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental, or caused by or involving the Permitted Drivers.

The Renter represents to Rhonda’s RV Rentals that Renter and other Permitted Drivers are capable and validly licensed drivers, and will remain capable and validly licensed drivers during the term of the rental.

Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved through Rhonda’s RV Rentals’ verification process. Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger car rental. For example, the Rental may require more clearance above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Owner acknowledges that it is their responsibility to inform Renter of the limitations of their Rental, including clearance heights and widths and other operating instructions. Renter agrees to only operate the Rental on public roadways with sufficient width and height clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Owner has no control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the Rental is being operated. Therefore, Renter acknowledges they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion.

Seatbelts: Renter acknowledges that Rhonda’s Rentals has control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the rental is being operated. Renter acknowledges that Renter is solely responsible for the passengers on board the Rental as well as the conduct of those passengers and Renter shall confirm that both driver and passengers are properly using seal belts while the Rental is in motion.

5. Prohibited Use of the Rental. The Renter and Permitted Drivers shall not drive in a careless, negligent, reckless or unlawful manner. Certain uses of the Rental and other actions the Renter or Permitted Drivers may take, or fail to take, will violate this Rental Agreement and Rhonda's RV Rentals' Terms of Service and Policies. **A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS OWNER OR RHONDA'S RV RENTALS TO TERMINATE RENTER'S BOOKING AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED, INCLUDING BUT NOT LIMITED TO INSURANCE COVERAGE AND ROADSIDE ASSISTANCE. IT ALSO MAKES RENTER FULLY LIABLE TO OWNER AND RHONDA'S RV RENTALS FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT OWNER OR RHONDA'S RV RENTALS MAY INCUR.**

It is a violation of this Paragraph if any of the following occurs:

A. Renter uses or permits the Rental to be used: (1) by anyone other than a Permitted Driver; (2) to carry passengers or property for hire or more passengers than the Rental has seat belts to carry; (3) to tow or push anything, unless specified by Owner; (4) in the case of a towable, to allow occupants to be inside the towable when in motion; (5) to be operated in a test, race or contest or offroad; (6) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (7) for unlawful purposes or for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; (8) recklessly or while overloaded; (9) if the Rental is driven into a jurisdiction or to a location or event not permitted by Owner or Rhonda's RV Rentals (e.g., into Mexico or attending an unauthorized festival such as Burning Man); (10) Renter materially misrepresents the intended use or destination of the Rental; (11) Renter or Dealer violates the Rhonda's RV Rentals or Wheelbase Terms and Conditions.

B. Pets or other animals (aside from service animals) are allowed into the Rental without prior permission from the Owner. Owners agree to comply with all law, including the federal Americans with Disability Act (ADA). The ADA requires that service 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.

C. The Rental's awning is unrolled or used without prior permission from the Owner.

D. Anyone is on the roof of the Rental, regardless of whether the Rental is equipped with a ladder.

E. Renter or an additional driver, whether authorized or not: (1) fail to promptly report to Rhonda's RV Rentals and Owner any damage to or loss of the Rental when it occurs or when Renter learns of it and provide Rhonda's RV Rentals and Owner with a written accident/incident report or fail to cooperate with Rhonda's RV Rentals' investigation; (2) where required by law, failed to report an accident to law enforcement; (3) obtained the Rental through fraud or misrepresentation; (4) leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows and the Rental is stolen or vandalized; or (5) intentionally or with willful disregard cause or allow damage to the Rental.

F. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Owner and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.

G. Driving or operating the Rental while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

6. Tolls, Fines, Expenses, Costs and Administrative Fees. Renter agrees to report to the Owner and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Rental Period. Renter agrees to pay or reimburse Rhonda's RV Rentals and Owner for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the rental. Renter will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, Terms of Service or other Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees that Rhonda's RV Rentals or Owner may, in their sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay Rhonda's RV Rentals or Owner what was paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses incurred. Renter agrees and acknowledges that Rhonda's RV Rentals and Owner may cooperate with all federal, state/provincial, municipal and local officials charged with

enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

Renter authorizes Rhonda's RV Rentals to release the rental and credit/debit card information regarding the rental to any agent Rhonda's RV Rentals may authorize to act on its behalf for the purpose of processing and billing Renter for any tickets, citations, fines and penalties incurred by Renter or assessed against Rhonda's RV Rentals, the Owner or the Rental during the rental plus a reasonable administrative fee. Renter authorizes Rhonda's RV Rentals' agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes Owner's agent to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against Rhonda's RV Rentals, the Owner or to Rental while its was rented to Renter.

In the event Rhonda's RV Rentals uses a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, Renter agrees to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

Renter acknowledges that Renter has no right to contest any such infraction or enter any plea other than guilty or no contest unless Rhonda's RV Rentals or Owner consent to such action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty. Renter agrees to indemnify and hold Rhonda's RV Rentals and Owner and any other agent Rhonda's RV Rentals authorizes harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

7. Departure Policy. Owner shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter's trip, the Renter must notify Owner immediately by contacting Owner. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

Owner agrees that they will take photos within 24 hours of departure of the exterior and interior of the Rental or insurance coverage will not apply.

Owner and Renter acknowledge it is their joint responsibility to ensure towables are properly hitched at the time of departure, with appropriately sized ball mounts and sway bars as necessary. Renter further acknowledges that their vehicle has sufficient towing capacity. Failure to do so may result in the denial of any damage claims.

8. Hauling and Delivery. Renter's liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery or return 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 reputable third party insurer.

9. Return Policy. Renter agrees to return or leave the rental unit no later than the checkout time indicated on the Booking Confirmation or such other time as mutually agreed to by the Owner. If Renter cannot drop Rental off on the scheduled date of return, Renter must extend the rental solely on the Rhonda's RV Rentals platform with Owner's permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the unit is not vacated or returned by the return date, and Owner is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, Renter agrees that their credit card on file will be charged a one-time \$30.00 administrative fee plus the hourly rental rate based on a prorated daily rental rate for the rental unit for each hour the Rental is late. Renter agrees that their credit card on file will be charged a \$100.00 administrative fee plus the full daily rate for every eight (8) hours the Rental is late in the event that the Owner must cancel another confirmed and paid for Rhonda's RV Rentals booking due to the late return. The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order). Dealer and Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit.

Owner agrees that they will take photos within 48 hours of return of the exterior and interior of the Rental or insurance coverage will not apply.

10. Condition of Rental & Responsibility for Repair. In the event of any loss or damage to the Rental, or any personal property or bodily injury claim that occurs during the Rental Period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature or God, Renter is responsible and is required to pay up to the deductible outlined in the protection package of their choice. In the event Renter has violated this Agreement or Rhonda's RV Rentals' Terms of Service or Policies, Renter will be held responsible for the full amount of the claim including any insurance deductible.

When accepting the Rental, Renter and Owner, or authorized representative of Owner, will complete and sign the Departure Form for the Rental, noting in writing and/or time stamped

photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.

Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must document the condition of the Rental via photos up to 24 hours before the trip starts and 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. Renter shall reimburse the Owner for the cost of the repair if Rhonda's RV Rentals deems Renter is responsible for the damage.

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. Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and to the Owner via Rhonda's RV Rentals message, and provide a copy of the police report to Owner and Rhonda's RV Rentals. Renter must report all accidents involving the Rental to Owner within 24 hours of the occurrence and provide a copy of the accident report to the Owner. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report. Owner must report all accidents involving the Rental to Rhonda's RV Rentals within 48 hours of return of the Rental and provide supporting documentation such as photos, video, police report or statements

Some Rentals are equipped with awnings. Awning usage may be restricted by Owner. If Owner does not provide express consent to use the awning during the Rental Period, and the awning is damaged during the Rental Period or causes damage to a third party, Renter will be wholly responsible for the full cost of repair and such damages. In the event that the Dealer authorizes the use of the awning during the rental period, the fabric of the awning must be kept in the possession of the Renter and returned to the Dealer in order for damages to be covered by the purchased protection package.

If the Rental is returned to Owner outside of regular business hours, Renter shall remain responsible for any damage or theft of the Rental occurring prior to Dealer's acceptance of the return of the Rental during regular business hours, up to a limit of 48 hours. If Renter provides photos of the RV at the time of dropoff that clearly indicate no damage sustained, Rhonda's RV Rentals will make a determination as to the validity of any subsequent claims.

Cancellation

Renter

- Reservation down payment is non-refundable in the event of Renter cancellation, as mentioned above.
- Renter Cancellations 30 days or more before rental, a 75% refund will apply, minus the down payment.
- Renter Cancellations within 15-29 days before rental, a 50% refund will apply, minus the down payment.
- Renter Cancellations within 0-14 days of the rental, the full amount will be charged to the credit card provided at the time of rental.
- If the reservation is made on the day of a Special Event, Holiday or Holiday Weekend no refunds are provided if Renter cancels the reservation. Please see Rhonda's Rentals for a list of no refund Special Events.

Rhonda's Rentals

Rhonda's Rentals takes great steps to help ensure the RV or Unit will be available for Renter at the time of the reservation but on rare occasions Rhonda's Rental may need to cancel an existing reservation due to unforeseen circumstances or issues out of the control of Rhonda's Rentals such as an RV being under repair, not having been returned on time from an earlier reservation, and other emergency situations. Should Rhonda's Rentals cancel an existing reservation a full refund will be promptly provided to Renter and no other monies will be due to Renter or Rhonda's Rentals.

11. Indemnification and Waiver 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 AND REGARDLESS OF WHETHER OWNER OR RHONDA'S RV RENTALS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

12. Owner's Limitation of Liability. THE RENTER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ANY PASSENGERS OR USERS OF THE RENTAL, THAT THEIR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE OR LOSS RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY RENTER TO OWNER UNDER THIS AGREEMENT.

13. 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.

14. Rhonda's RV Rentals's 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.

15. Property in the Rental. Rhonda's RV Rentals and/or 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.

16. Rental Fees and Charges. By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Rhonda's RV Rentals to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or Rhonda's RV Rentals' Terms of Service and Policies. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.

17. Security Deposit & Authorization. A security deposit from Renter is required two days prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Rhonda's RV Rentals Terms of Service. The amount of the security deposit is stated in the booking confirmation. Owner may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

Minimum requirements for return of the security deposit include:

- At the time of return, Rental is cleaned to the same condition or better than when picked up;
- Fuel levels are equal to or above the level provided at the time of departure handoff;
- Holding tanks are properly emptied to or below the level at time of departure handoff;
- No damage sustained to the Rental (including interior damage)
- All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full.

At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes. Owner has up to 48 hours from the return of the unit to inspect the unit for damages and notify Rhonda's RV Rentals by filing a claim, as well as contact Renter via email or dashboard message. The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. 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.

AS DESCRIBED IN THIS AGREEMENT OR THE RHONDA'S RV RENTALS TERMS OF SERVICE AND POLICIES, ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, INCLUDING BUT NOT LIMITED TO:

- **Smoking:** No smoking is allowed in the Rental unless expressly authorized by the Owner in the booking. Smoke odors in returned Rentals will result in additional fees set by Owner.
- **Interior Damage:** Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Renter acknowledges he/she may purchase interior Damage Protection that covers them up to a limit of \$1,500 for covered losses. For any damages not covered under the Damage Protection plan, or if the Damage Protection limit is not sufficient to cover the damages sustained, Owner will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.

18. Maintenance. Owner is responsible for checking all fluid levels (e.g., oil and coolant), air tire pressure, lug nuts and wheels within a reasonable time prior to rental departure.

19. Repairs and Roadside Assistance. In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, Rhonda's RV Rentals offers Roadside Assistance service with qualified bookings. If emergency repairs are required, repairs under \$200 should be completed and paid for by Renter. Repairs over \$200 must have prior authorization from the Owner. Renter must save and submit all repair receipts for review when the Rental is returned. Reimbursement will depend on the type of repair and its cause.

Roadside assistance is currently included in 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 Rhonda's RV

Rentals. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.

20. Insurance & Costs. 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.**

21. Disputes & Arbitration. The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) will be governed by the arbitration and dispute resolution procedures described below:

If charges are disputed with issuing credit card company, then Renter will be responsible for paying all court costs associated with securing the rental charges, damages and any additional charges that resulted as part of the rental, including the costs of all collections activity, litigation, and all attorney's fees associated therewith.

Renter agrees that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) which cannot be settled amongst themselves shall be determined by 3rd-party arbitration conducted online through FairClaims.

FairClaims Arbitration

Notwithstanding the foregoing, any dispute, claim or controversy under \$25,000 in value arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by FairClaims (www.fairclaims.com) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In the case of Arbitration, Ronda's RV Rentals requires that Renter signs-up with FairClaims to submit their side of the dispute.

- Both parties consent to electronic service of process, with service to be made to the Renter's stated email address. FairClaims charges an administration and Arbitrator fee based on the amount of money in dispute, which Renter is responsible to cover.
- The Parties agree that, in the event of confirmation and enforcement, the delinquent party will be responsible for any attorney, court or other fees associated with such action.
- Renter is not required to hire their own litigating attorney to resolve a dispute via FairClaims. Should Renter wish to hire their own litigating attorney to oversee the dispute, they may, but Renter will still be responsible to cover their requisite administration and arbitrator fees through FairClaims.
- FairClaims Arbitration decision is legal and court enforceable.

The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

22. 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.

Unless prohibited by law, Renter releases Dealer and Rhonda's RV Rentals from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client owners, Dealer, Rhonda's RV Rentals and its authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is completed and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by Renter or Dealer. 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 Dealer may control the defense of any such claim.

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.

Signatures to follow

Renter
Name: _____
Signature: _____
Date: _____

Rental Prices, Policies, Terms and Conditions are subject to change without notice. Alternate Terms and Conditions may be in effect for certain rental vehicles, dates, events and uses.

These terms and conditions are expressly made part of the Rental Agreement (the "Agreement") by and between the person(s) listed on the Agreement (collectively referred to as the "Renter") and Rhonda's Rentals, LLC ("Rhonda's Rentals"), each individually referred to herein as a "Party" and collectively as the "Parties". The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where the Renter has released and/or indemnified Rhonda's Rentals, it has also released and/or indemnified the officers, employees and agents of Rhonda's Rentals.

Rhonda's Rentals LLC is not responsible for misinterpretations concerning our Rental unit rental program due to Renter's failure to read the following Requirements.

Terms and Conditions

Renter Requirements

- Renter must be a minimum of 25 years of age and must have a major, non-debit credit card, a valid driver's license from their country of residence and current identification (including passport for non-US residents).
- All drivers must be a minimum of 25 years of age with a valid driver's license from the country of residence and current identification (including passport for non-US residents). (\$25.00 fee for each additional driver will be added.)
- Renter, all additional drivers and credit card holder must be present at the time of pick up to sign the Rental Agreement.
- Major, non-debit credit card used for the required security deposit must have a minimum credit limit of the security deposit amount available above the rental charges.
- Approved Renter(s) must provide a binder for personal full coverage insurance in Renter's name, including up to the State Statutory Limits applicable to the Rental Vehicle. Renter is also required to purchase additional supplemental insurance to cover the entire duration of the rental period.
- The primary Renter (name on contract) is responsible for all rental costs and any and all damages.

- Renter(s) with an insurance endorsement will need to go through their insurance company for reimbursement. If damage amounts are substantial and a claim must be submitted, and Renter is responsible for any and all damages, loss of revenue, or additional expenses not covered by insurance.

Prohibited Use of the Rental Units

Vehicle will not be used or operated by anyone:

- Who is under 25 years of age;
- Who is not listed as an additional driver on the rental agreements;
- To carry persons or property for hire;
- In any race, test, or similar type contest or activity;
- In a careless or negligent manner;
- Under the influence of alcohol or narcotics;
- Outside the continental United States;
- For any illegal purpose or in the commission of a crime;
- Obtaining from Rhonda's Rentals by fraud or misrepresentation;
- Driven on roads other than paved roads, graded private roads or driveways;
- Loading vehicle Beyond its rated capacity;
- Allowing more guests than the Rental unit is designated to carry.

Prohibited use(s) of the Rental unit violates this Agreement, voids all liability and other insurance coverage (where permitted by law), makes renter responsible for all loss or damage to or connected with vehicle, regardless or cause, including but not limited to Rhonda's Rentals expenses, including loss of use, and any legal fees incurred.

Recapitulation

- Renter agrees to rent Owner's vehicle as provided in and subject to the terms and conditions of the rental agreement.
- The Parties desire to supplement the terms and conditions of the rental agreement with the terms and conditions of the rental agreement.
- Rhonda's Rentals 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.
- Rhonda's Rentals is only liable for the amount of deposit and/or any fees paid to
- Rhonda's Rentals.

- This agreement may be in addition to the rental platform (Outdoorsy, RVshare, etc.) rental contract. Both contracts are in effect, together, during the rental period. Any part of the rental platform agreement that acts in a manner to void this Agreement (or parts of it) is revoked by the Renter and Owner as indicated by the signatures on the Rental Agreement/Contract.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as to Follows:

Rental Prices, Rates and Rental Payments

- Rates are subject to change and are not guaranteed until the reservation is confirmed with a down payment to lock in the quoted price.
- Reservation down payment is applied directly toward the final total rental charges
- and is non-refundable in the event of cancellation.
- Final payment is due 14 days before the rental period commences. Preparation Fee of \$65 will apply to all bookings.
- Payments of the balance of all rental charges, including any additional add-ons or fees/services, are due at the time of pick up.
- No refund is given for late pick up or early return.
- Rental charges may be paid by MasterCard, Visa, American Express or Discover Card. Stored Value/Pre-paid Cards and Gift Cards are not accepted for payment of Rental charges.
- Unit type, rental location and the dates of travel determine the rental rate. Prevailing rate will apply for any changes to the original reservation in addition to a fee of at least \$50 to make the change.

Security Deposits

- The security deposit must be made with a major, non-debit credit card. ATM/Debit Cards, Check Cards, Stored Value/Pre-paid Cards and Gift Cards are not accepted for payment of the security deposit.
- The security deposit is a verification and pre-authorization of available funds on the Renter's major, non-debit credit card as stated in the Rental booking confirmation and is due 3 days before the rental period commences.

- The pre-authorization is reversed within 7 days of return, if the unit is returned in the same condition as when it was picked up. The refund may take 7-10 business days for funds to be released back into an account.
- Rhonda's Rentals may use the security deposit to pay any amounts owed under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, then the Renter agrees to pay all charges in excess immediately upon demand.
- If a security deposit was paid through a rental platform, then the deposit will be refunded by the same rental platform, not Rhonda's Rentals.

Cancellation

Renter

- Reservation down payment is non-refundable in the event of Renter cancellation, as mentioned above.
- Renter Cancellations 30 days or more before rental, a 75% refund will apply, minus the down payment.
- Renter Cancellations within 15-29 days before rental, a 50% refund will apply, minus the down payment.
- Renter Cancellations within 0-14 days of the rental, the full amount will be charged to the credit card provided at the time of rental.
- If the reservation is made on the day of a Special Event, Holiday or Holiday Weekend no refunds are provided if Renter cancels the reservation. Please see Rhonda's Rentals for a list of no refund Special Events.

Rhonda's Rentals

Rhonda's Rentals takes great steps to help ensure the RV or Unit will be available for Renter at the time of the reservation but on rare occasions Rhonda's Rental may need to cancel an existing reservation due to unforeseen circumstances or issues out of the control of Rhonda's Rentals such as an RV being under repair, not having been returned on time from an earlier reservation, and other emergency situations. Should Rhonda's Rentals cancel an existing reservation a full refund will be promptly provided to Renter and no other monies will be due to Renter or Rhonda's Rentals.

Vehicle/Unit Pick-Up (Rental Commencement)

- Rental vehicle pick-up time must be pre-arranged no later than 48 hours prior to the requested pick-up date and/or must be based off of Campground check-in requirements.
- There is no refund if Renter picks up later than the booked day of departure.
- Customers should allow 0.5-1 hours after arrival for pre-rental orientation and

- rental contract/agreement processing.
- All Renters must also sign the “Winterization Advisory” when renting between
- October through March. Fees may apply.
- Customer vehicles cannot be stored at the Owner’s rental pickup location. If the Renter is having the unit delivered to a Campground, the Renter may park at the Campground per the Campground’s parking regulations.
- All add-on items must be requested & paid for, at least 24 hours prior to pick-up. No add-on items will be honored after pick-up (check-in) has been completed.

Rental Period Conclusion (Drop-off)

- Renter is responsible for looking over the rental Agreement to ensure that all rental costs and rental dates are correct before the Renters depart.
- 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. Any extensions of rental or late returns must be approved by Rhonda’s Rentals in writing.
- Early return times must be pre-arranged in writing. There are no refunds for early returns.
- If the Renter was in a motor vehicle accident with the Rental unit and the Rental period ends early, and the MVA was not the Renter’s fault, then the Renter may be able to recover the rental costs from the at-fault driver’s liability insurance.
- If, for any reason, the rental period is extended beyond the original rental period dates, Renter agrees that the Terms and Conditions, and the Agreement will also extend, be valid and enforceable for the entirety of the Renter’s extended rental period.
- A preliminary walk-through will be completed and a precursory return form will be provided. Photos will also be taken by Owner for reporting purposes and/or insurance. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, or any other charges will be deducted from the Renter’s security deposit if applicable.
- Either the approved Renter or additional approved driver must return the rental unit. No exceptions.
- Renter forfeits their right to complete a return walkthrough with owner, if the unit is returned at a time different than indicated in the Rental Agreement’s Rental Return date/time.
- Check in time may take up 2 hours if damage documenting/estimating is necessary. Please allow for enough time.

Towable units:

- Return time is between 9 a.m. to 12 p.m. EST on the scheduled day of return.

- Renter agrees to pay Rhonda's Rentals \$50 per hour for every 1-hour period (or any portion thereof) after 12 p.m. EST up to a maximum of \$500.00 per day.
Renter agrees to empty & rinse black and gray holding tanks prior to returning the unit or be required to pay a dumping fee which is defined in the Agreement.

Delivered units:

- Return time is between 8 a.m. to 10 a.m. on the scheduled day of return, depending on the Campground check-out requirements.
- Rhonda's Rentals requires at least 1.5hrs before the Campground's check-out time.
- Renter is responsible for any late fees associated with the late check-out of the respective Campground at which they had reservations.
- Renter agrees to pay Rhonda's Rentals \$50 per hour for every 1-hour period (or any portion thereof) after 10 a.m. EST up to a maximum of \$500.00 per day.
- When the rental unit is returned, the Renter agrees that the tanks will be emptied at least once for reservations lasting longer than three (3) days.

Travel Areas

- The Rental unit is not to be driven outside of the contiguous United States. No trips are allowed to Mexico or Canada.
- During the winter months Rhonda's Rentals does not recommend the Renter travel to or through snow areas, use snow (tire) chains, or travel where the weather is consistently below freezing. Tire chains can damage tires if not properly installed and the holding tanks may freeze and burst. The Renter will be responsible for paying for any damages caused as a result of travel outside of recommended areas and for any resulting loss of revenue until the Rental unit is
- able to be rented again. Please consult with Rhonda's Rentals prior to traveling to areas with wintry weather conditions.
- During the summer months Rhonda's Rentals does not recommend the Renter travel to or through areas with extremely hot periods. Renter will be held liable for all damages to vehicle, tires, towing charges, and all other related expenses resulting from operating in these extreme areas. During certain periods, these areas are not habitable and could pose a danger to the Renter and their passengers. Please consult with Rhonda's Rentals for restricted areas and times.
- All Rental units are not allowed on non-public roads, such as 'logging' roads and un-maintained gravel roads. Please consult with Rhonda's Rentals prior to traveling to verify any roads that may be questionable.

- Due to restrictions on vehicle heights, propane gas and parking, vehicles with propane are not permitted to travel through any underground or underwater tunnels. Violations of these restrictions void any purchased damage deduction reducer (DDR) and Renter may also be held liable for all damages and all other related expenses.

Travel Restrictions

- Delivered Units: Once parked and leveled by the Owners, the towing hitch will be locked and the Rental unit is not to be moved by anyone other than the Owners.
- Towing is not allowed unless pre-authorization is received by the Owners.

Problems During Rental Period

- Any damages need to be reported to Rhonda's Rentals immediately.
- If the Renter experiences mechanical problems or has equipment operation questions the Renter should refer to the Welcome Home Guide provided to the Renter at the time of departure.
- If a problem persists or the Renter has concerns, please contact Rhonda's Rentals at **(623) 734-5197** or email at **rhondasrentals@outlook.com**.
- If Renter does not contact Rhonda's Rentals with concerns, Rhonda's Rentals will not be able to reimburse Renter for non-use of the Rental unit, or any portion thereof, if the renter was unable to sleep, cook, or use the bathroom facilities in the Rental unit.
- There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the Owner's control. This includes, but not limited to, flat tire(s), weather, any and all systems within the Rental unit that were working at pick-up (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of the Rental unit whether the Renter was at fault or not, or due to Renter's or any guest's negligence.
- If a potential repair is minor, Renter may make the repair after consulting Rhonda's Rentals. Renter cannot repair anything until contact has been made with Rhonda's Rentals.
- Replacement of defective parts and receipt must be brought back for reimbursement. There will be no reimbursement if Renter does not bring back the defective part replaced and the receipt.
- If Renter purchases an item necessary due to an equipment failure (sewer or water hose, etc.) the item purchased and the receipt must be surrendered upon return of the Rental unit, if Renter wants reimbursement.
- Should a repair be made without consulting Rhonda's Rentals first, Renter assumes liability for the repair and any subsequent repairs needed.

- No reimbursement for out-of-pocket expenses will be paid to Renter unless Rhonda's Rentals has been made aware of the problem, and prior authorization has been given by Rhonda's Rentals.
- If renter is at fault for any damages or mechanical failure, renter will be responsible for the entire contract amount, plus any loss of future rental income caused by the damages or mechanical failure.

Damages

- The Renter shall remain responsible for any damage or theft of the Rental unit occurring prior to Rhonda's Rentals inspection of the Rental after the Rental has been returned.
- The Renter shall remain responsible for any damages or theft including but not limited to couches/chairs, beds/bedding, included linens, kitchen utensils/tableware, cookware, counters, walls, additional extras/add-ons, etc.
- In the event there is any damage above the amount of the Renter's security deposit, Renter agrees to pay the Owners any monies due plus processing fees.
- If the rental unit is returned with damage while the rental unit was in possession of the Renter, Renter is responsible to pay all damage costs whether the renter was at fault or not, or if damage was caused by acts of nature wind, rain, earthquake, fire, flood, etc.
- In case of an accident, theft or vandalism occurs, Renter is responsible for obtaining a police report, contacting the Renter's personal insurance company, Renter's supplemental insurance company and contacting Rhonda's Rentals immediately.
- Most insurances (even supplemental insurances) do NOT cover interior damage or repairs. It is highly recommended (if not required in certain instances) to purchase additional interior insurance coverage.
- If interior insurance is not purchased, the renter is fully responsible for the interior damage costs, via cash upon return or forfeiture of the security deposit.

Exterior & Rooftop Storage

- Storing items on Rental unit's roof or exterior is not permitted.
- Any evidence of rooftop usage (shoe prints, trash, sagging areas, etc.) will result in a complete/full forfeiture of the Renter's security deposit.
- In the event the damage is more than the Renter's security deposit, the Renter agrees to be fully responsible for the total cost of rooftop repair.

Smoking Policy

There is NO SMOKING allowed in any Rental unit.

- If smoke (including but not limited to cigars, pipes, vapes, drugs, etc.) is detected the Renter will forfeit the entire security deposit. If the Renter's deposit was used in full or partially used, the Renter will be required to pay a smoking fee totaling up to \$1,500 (totaling equal to a full security deposit). NO EXCEPTIONS.

NO Drugs

There is a strict NO DRUGS policy in every Rental unit.

- Any evidence of the storage, Transportation, or use of illegal substances will forfeit the Renter's entire security deposit.
- Any Rental units returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect the evidence.

Pet Policy

- Renter must request and get Owner's approval before allowing a pet in any rental unit.
- The Owner reserves the right to accept or decline any pet, for any reason.
- If approved, pet(s) are not allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage.
- Rhonda's Rentals may charge an extra fee for a pet, as well as an additional refundable deposit required for pets, equal to \$250.00.
- If any pet damages occur, including evidence of pet urine or feces, Renter will forfeit the pet deposit plus regular security deposit, and any excess damage will be charged to the Renter.
- If any large amounts of pet hair are left upon rental return, Renter will be charged a Full Deep Cleaning fee, see rate in the Agreement.
- Service animals, as defined by the ADA, are allowed. A pet deposit is still required.

Odors/Cooking

- Owners do not allow anything that can create a strong smell in the Rental unit that is difficult to remove, such as the long-term storage or cooking of fish, bacon, deer, etc.

- Overpowering items must be prepped and/or cooked outside the Rental unit. If odors are detected the Renter will be charged the Full Deep Cleaning fee. There is an outside kitchen and outside stove available for the preparation and cooking of smelly food items.

Cleaning

- Rhonda's Rentals does not charge an upfront cleaning fee. The Rental unit must be returned in a clean state and in substantially the same condition it was in the time of Renter Pickup. 'Clean' means, as the Renter received the Rental unit or better; including but not limited to, wiping down counters, washing tableware/cookware, and removing all trash and debris.
- If the Renter returns the Rental unit dirty or in different condition than on the date of the Rental pickup, then a Standard Cleaning fee of \$50.00 per hour, up to a max of \$150.00 will apply.
- A Deep Cleaning fee equal to \$300.00 will apply if the Rental unit is returned unclean AND requires more than a surface cleaning or any reconditioning.
- The Deep Cleaning fee is not inclusive of the Smoking fee.

Waste Holding Tanks

Prohibited Items

- There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank, as this will cause it to become clogged and require an exceptional amount of cleaning to clear.
- The Renter will be provided with an adequate amount of RV safe toilet paper and the Owners ask that this is the ONLY thing put into the black waste holding tank.
- There is to be nothing other than sink or shower water put into the gray holding tank.
- Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning and/or repair to remove.
- If any of the prohibited item(s) above are found in the black or gray tank(s), the Renter will be charged a \$250.00 cleaning fee, per tank.

During the Rental Period:

- If the waste holding tanks (black or gray) reach $\frac{3}{4}$ (three-quarters) capacity, they should be emptied.
- Unless boondocking (dry-camping) was approved by the Owner, the renter is required to stay at a campsite with full hookups. If the Renter fails to stay at a campsite with full hookups (including an on-site dump station) the Renter will be charged a \$150.00 dump fee. NO EXCEPTIONS.

Towable units:

- Renter agrees to empty & rinse black and gray holding tanks prior to returning the unit or be required to pay a dumping fee which is defined in the Agreement.
- While using the capacity indicators (buttons), if there is suspicion that the tanks may be full, the Renter can validate manually with a flashlight via the toilet opening.

Delivered units:

- If the tanks are full at the time of the Renter's departure, Owners will empty them. The Owners request that the Renters leave them full to aid in a proper clean out.
- While using the capacity indicators (buttons), if there is suspicion that the tanks may be full, the Renter can validate manually with a flashlight via the toilet opening.

Appliances

- The air conditioning, awning, radio, microwave, television(s), satellite, Wi-Fi extender, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to the Renter.
- Renters are advised to consult the Welcome Home Guide provided at the time of departure. In case of any malfunction please contact Rhonda's Rentals immediately for assistance and Rhonda's Rentals will do our best to troubleshoot or attempt to have someone come to the Renter's location for repairs.

Awning

- Rhonda's Rentals does allow the usage of the exterior awnings, but highly advise using caution!
- Using caution is for the Renter's own protection because awnings are not covered by insurance and are very expensive to repair or replace if damaged.
- Damages to an awning, including any acts of nature or negligence, are 100% the Renter's responsibility and will exceed the Renter's security deposit amount.
- In the event the damage is more than the Renter's security deposit, the Renter agrees to be fully responsible for the total cost of awning repair.
- Rhonda's Rentals advises renters to always retract the awning during wind and rain events.

Tires

Towable units:

- Tires are the responsibility of the Renter. In the event of a tire failure the Renter is responsible for having the damaged tire replaced with the same type/size and bringing back the original damaged tire to Rhonda's Rentals along with a receipt for the new tire.
- Renters cannot change the tire, but should have a professional change it instead.

Delivered units:

- Tires are the responsibility of the Owner.

Propane Usage

- The nightly rates includes a daily propane usage fee which will cover the costs to refill the Rental unit's propane tanks after the rental period is complete.
- If the renter is renting for an extended period of time and depletes the propane tank(s) prior to rental return, the renter is responsible for filling the tank.
- The propane tanks are personal property of Rhonda's Rentals and only should be refilled, not exchanged.

Parking & Traffic Violations

- Renter is responsible for reporting and payments of all parking and/or traffic violations at Rental return.
- Non-reporting of parking and/or traffic violations, breaches the Rental Agreement and will result in an administrative charge of up to \$100.00, in addition to the traffic and/or parking fines.

Campground Reservations

- Rhonda's Rentals 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.
- All Campground and campsite fees are separate from and in addition to, the Rental price and fees under the terms and conditions within this agreement.
- No refunds will be given for campsite reservation errors.

Boondocking or Dry Camping

Boondocking or Dry Camping is not allowed unless pre-approved by Rhonda's Rentals.

Should the Renter choose to dry camp and/or boondock, the Renter takes full responsibility and liability for the limited capabilities and capacities.

- Camping without hookups (water, sewer, electric) restricts the capabilities of the Rental unit. The Renter is limited to the fresh water tank capacity, the black and gray tank capacities, the battery capacity and propane tank capacity.
- These items must be recharged, refilled, dumped, etc. These items are the responsibility of the Renter.
- Rhonda's Rentals takes NO responsibility for limited capabilities and capacities due to dry camping and/or boondocking.
- Filling the fresh water tank is the responsibility of the Renter and must note/understand the Rental unit specifics for fresh water tank capacity.
- For gray & black tank specifics, visit the Waste Holding Tank Section of the Terms and Conditions. The Renter must note/understand the Rental unit specifics for black and gray tank capacity.
- Recharging or replacing the battery is the responsibility of the Renter if used during a boondocking and/or dry camping scenario. Note: Generators help to replenish the Rental unit's battery charge.
- During the return procedure, the battery charge will be measured. If the charge is lower than expected, the Renter will be charged a battery replacement/recharging fee of \$100 per battery.
- Placement of any generator must be at a reasonable distance from the RV, and all precautions should be taken to mitigate any fire or potential damage from a defective or improperly run generator.

Generators

If the Renters opt to use generator(s), the following rules will apply:

- Do not use the generator(s) inside the Rental Unit - it MUST be kept and used outside only, and at a reasonable distance.
- Do not leave the Rental unit unattended while a generator is running.
- Do not run a generator overnight or while sleeping due to safety reasons.
- The Renter is responsible for all generator fuel and the operation of the generator(s) during the rental period.

- Generators and/or gas (petrol) storage tank(s) must not be stored inside the Rental unit while not in use, due to the potential of spills, leaks, or smells.
- The Renter is responsible for all fuel fees associated with refilling the generator(s) during the rental period.

Unit Abandonment & Owner Retrieval

- If for any reason the Renter abandons the Rental unit, the Renter will forfeit the entire security deposit for Abandonment and Retrieval - plus any applicable fees for ANY damages, lost/missing keys or items/parts from the Rental unit.
- Abandonment means leaving the Rental unit with no intention of returning to it or delivering it back to Owner/drop-off location. 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.

Lockout/Lost Keys

Digital Key Pad Locks:

- In the event a lockout occurs the Renter agrees to pay \$0.75 cents per mile, round trip, for the Owner to drive and unlock the Rental unit and a fee of \$250 for missing key.
- If the Owner is en route, key is found and the Rental unit is unlocked, the Renter will only need to pay for mileage up to that point round-trip.
- If no lockout occurs but a key is missing upon return of the Rental unit, the Renter will be charged a \$250 fee for the missing key.
- If the Owner determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the Renter, at the time of service – locksmiths must be scheduled and approved by the Owner before work is complete.

Manual Locks with Keys:

- In the event a lockout occurs the Renter agrees to pay \$0.75 cents per mile, round trip, for the Owner to drive and unlock the Rental unit and a fee of \$50 for missing key.
- If the Owner is en route, key is found and the Rental unit is unlocked, the Renter will only need to pay for mileage up to that point round-trip.
- If no lockout occurs but a key is missing upon return of the Rental unit, the Renter will be charged a \$50 fee for the missing key.
- If the Owner determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the Renter, at the time of service – locksmiths must be scheduled and approved by the Owner before work is complete.

First Aid Kit

- There is a first aid kit provided in the Rental unit's bathroom.
- Please use what is needed, should it become necessary – *once it is opened, the Renter owns it and will be charged \$20 (replacement value).*
- In the event the Renter uses anything in it, take the kit – as this is a personal and bodily fluid/pathogen related item, it's not possible for Rhonda's Rentals to pass it from renter to renter.
- SEPARATELY, there is a box of generic basic bandages in the bathroom vanity cabinet – use these if necessary, without fee.

GPS Tracking

- The Rental unit has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason.
- Failure to accurately report the Renter's destination, or giving an arbitrary destination in order to attend a prohibited event will result in complete forfeiture of the security deposit and will be requested to return the Rental unit to owner immediately, and NO refund will be granted for unused rental dates.
- The tracking device may use surrounding bluetooth capable devices to process pinpoint location.

Property Liability

- Rhonda's Rentals shall not be liable for loss or damage to any property left, stored, loaded or transported by Renter or any other person in, upon, or by the Rental unit, whether or not due to the negligence of Rhonda's Rentals, its agents and employees, at any time or at any place, including, without limitation, any of Rhonda's Rentals garages or locations, including any property repossessed in accordance with this Agreement.
- Renter assumes all risk of such loss or damage and waves all claims against Rhonda's Rentals by reason thereof, and agrees to hold Rhonda's Rentals, its agents and employees harmless from and to indemnify them from and against all claims based upon or arising out of such loss or damage.
- Rhonda's Rentals shall not be liable for down time whether caused by mechanical failure or lack of suitability of the vehicle for the Renter's purpose.

Personal Property

- Any personal property brought into the Rental during the Rental period is the Renter's responsibility.
- Renter releases Rhonda's Rentals, its agents and employees, harmless: from all claims for the loss of or damage to the Renter's personal property, or that of any other person left/carried in or on the Rental unit either before, during or after the rental period and day of return.
- If any item is left behind, the Owner's will make an attempt to contact the Renters. The item can be returned at the renter's (item owner) expense.

Personal Injury, Indemnity & Hold Harmless

- Renter shall defend, indemnify and hold harmless Rhonda's Rentals from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of the use or possession of the vehicle including, but not limited to, any and all fines, penalties and forfeitures imposed under any Federal, State, provincial, county, municipal or other statute, law, ordinance, rule or regulation; and to the extent not covered by Renter's car insurance any claim of or liabilities to, third persons arising out of the abandonment, conversion, secretion, concealment or unauthorized sale of the vehicle by Renter or its drivers, agents or employees, or the confiscation by any government authority for illegal or improper use of the vehicle.
- Renter agrees to hold harmless the Owner of the rented Rental unit, at all times for all situations.
- Renter assumes all risk when renting the Rental unit, and Owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property.
- Owner assumes no liability for how the Rental unit is used during the rental period.

Severability

If any provision within this agreement is determined to be invalid, void, or unforeseeable judiciously, the remaining Provisions shall remain in full effect and force.

Modifications/Waivers

This contractual Agreement is between all parties and shall be binding on their respective successors or assigns. No provision within this Agreement can be waived or modified for any reason except in a written document that the owners have signed.

Renter

Name: _____

Signature: _____

Date: _____
