

RENTAL AGREEMENT TERMS AND CONDITIONS
2019 WILDWOOD TRAVEL TRAILER

Effective Date: May 23, 2024

This contract is effective on May 23, 2024, by and between

Kyle Smith, Owner and Operator, henceforth to be referred to as “[**Owner**]”

and

[**Renter(s)**], as defined by the Rental Service (1.2) and this document (1.3), henceforth to be referred to as “[**Renter(s)**]”

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§ 1. DEFINITIONS

1.1. AGREEMENT

means all terms and conditions found in this form, any addenda and any additional materials [Renter(s)] sign or [Owner] provide at the time of rental.

1.2. RENTAL SERVICE

means any third party online rental platform (RVShare, Outdoorsy, Good Sam, etc) used as means for booking of the rental. Additional terms and conditions, and agreements may apply.

1.3. RENTER(S)

means each person identified on the front of this Agreement as a Renter in this Agreement, any person signing this Agreement, any *Authorized Driver(s)* (1.4) and any person or organization to whom charges are billed by [Owner] at its or the [Renter(s)] direction. All persons referred to as [Renter(s)] are jointly and severally liable and bound by this Agreement.

1.4. AUTHORIZED DRIVER(S)

means the [Renter(s)] and any additional driver listed on the departure form, provided that each such person has a valid driver's license and is at least age 25. Only *Authorized Driver(s)* are permitted to tow, move, or transport the *Equipment*. All persons referred to as an *Authorized Driver(s)* are jointly and severally liable and bound by this Agreement in regard to use of the *Equipment*. Each *Authorized Driver(s)* expressly warrants and guarantees that by operating any of the *Equipment*, the *Authorized Driver(s)* is competent, capable, licensed, and qualified to operate such *Equipment*.

1.5. EQUIPMENT

means the Trailer listed on the front of this Agreement, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any *Equipment* [Owner] substitutes for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

1.6. PHYSICAL DAMAGE

means damage to, or loss of, the *Equipment* caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the *Equipment* due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.

1.7. LOSS OF USE

means the loss of our ability to use the *Equipment* for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the *Equipment* is damaged or lost until it is replaced or repaired, times the daily rental rate.

1.8. DRY CAMPING

also known as "boondocking", involves camping in an RV, van or motorhome with no hookups (no electricity or water) outside of a traditional campground.

1.9. TRIP

means the duration of the time from the transfer of the *Equipment* to the [Renter(s)] until the [Owner]'s receipt and acceptance of the *Equipment*. A Trip is not geographically bound. Trip termination is covered in notrip.

§ 2. RENTAL, INDEMNITY AND WARRANTIES

This is a contract including for rental of the *Equipment*. [Owner] may repossess the *Equipment* at [Renter(s)] expense without notice to [Renter(s)], if the *Equipment* is abandoned or used in violation of law or this Agreement.

[Renter(s)] agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees [Owner] incur resulting from, or arising out of, this Agreement and [Renter(s)] use in whole or in part, of the *Equipment* [Owner] makes no warranties, express, implied or apparent, regarding the *Equipment*, no warranty of merchant-ability and no warranty that the *Equipment* is fit for a particular purpose.

[Renter(s)] shall protect all passengers and the public from injury and shall protect the *Equipment* from damage. The [Renter(s)] shall be responsible for any injury to passengers or to the public and for any damage to property in and about the *Equipment*, except and only if [Owner] are wholly and entirely negligent without any contribution of negligence by [Renter(s)] or third parties.

We are not liable for any conduct on our part or that of our employees, agents, independent contractors, representatives and/or servants, regardless of any negligence or failure to act on our part or any failure to act on our part, or any negligence, failure to act or intentional conduct on the part of our employees, agents, independent contractors, representatives and/or servants.

§ 3. CONDITION AND RETURN OF EQUIPMENT

[Renter(s)] must return the *Equipment* to our rental office or other location we specify, on the date and time specified in this Agreement hereto, and in the same condition that [Renter(s)] received it, except for ordinary wear. If the *Equipment* is returned after closing hours, [Renter(s)] remain responsible for the safety of, and any damage to, the *Equipment* until we inspect it upon our next opening for business. Service to the *Equipment* or replacement of parts or accessories during the rental must have our prior approval. [Renter(s)] must check and maintain all fluid levels.

§ 4. RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE

[Renter(s)] are responsible for all damage to, or loss or theft of, the *Equipment*, which includes the cost of repair, or the actual cash retail value of the *Equipment* on the date of the loss if the *Equipment* is not repairable or if we elect not to repair the *Equipment*, plus loss of use, diminished value of the *Equipment* caused by damage to it or repair of it, and our administrative expenses incurred processing the claim, whether or not [Renter(s)] are at fault. [Renter(s)] must report all accidents or incidents of theft and vandalism to us and the police as soon as [Renter(s)] discover them.

§ 5. PROHIBITED USES

The following uses of the *Equipment* are prohibited and are breaches of this Agreement. The [Renter(s)] shall not use or permit the use of the *Equipment*:

- (a) by anyone who is not an *Authorized Driver(s)*, or by anyone whose driving license is suspended in any jurisdiction;
- (b) by anyone under the influence of any drug or alcohol;
- (c) by anyone who obtained the *Equipment* or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the *Equipment*;
- (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;

- (e) to carry persons or property for hire;
- (f) to push or tow anything other than the vehicle towing the trailer listed as *Equipment*, to teach anyone to drive, or to carry objects on the roof of the *Equipment*;
- (g) in any race, speed test or contest;
- (h) to carry dangerous or hazardous items or illegal materiel;
- (i) for travel outside of the United States or Canada, specifically excluding travel into Mexico;
- (j) when loaded beyond its capacity as determined by the manufacturer of the *Equipment*;
- (k) on unpaved surfaces, except at designated campgrounds;
- (l) in a manner that causes damage to the *Equipment* due to inadequately secured cargo;
- (m) after an accident with the *Equipment* unless and until [Renter(s)] summon the police to the accident scene;
- (n) for anyone sitting, standing or lying on the roof of the *Equipment*; and
- (o) while *Dry camping* except with explicit consent and knowledge of [Owner] at time of booking.
- (p) exceeding the designated speed (MPH) located in this document, and verified using GPS location data.
- (q) towing the trailer to a non-agreed upon destination without notification. (IE *Rental Service* states “Lancaster, PA”, and [Renter(s)] tows to “Baltimore, MD” without notification and acknowledgment.)
- (r) crossing state lines without prior written approval from [Owner].

§ 6. INSURANCE

[Renter(s)] are responsible for all damage or loss [Renter(s)] cause to others. [Renter(s)] agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering [Renter(s)], and [Owner] as a third-party beneficiary, passengers, and the *Equipment* in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the traveled-region’s law requires the *Equipment* owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality traveled whose laws apply to the loss. [Renter(s)] and [Owner] reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage is void if [Renter(s)] violate the terms of this Agreement or if [Renter(s)] fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the *Equipment* who are not *Authorized Driver(s)*.

§ 7. CHARGES

In addition to the basic trip cost stated on the reservation breakdown (either from *Rental Service* or individual invoice), [Renter(s)] will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including:

- (a) time and mileage for the period [Renter(s)] keep the *Equipment*, or a mileage charge based on our experience;

- (b) charges for additional drivers;
- (c) optional products and services **[Renter(s)]** purchased;
- (d) fuel throughout the trip, or if **[Renter(s)]** return the *Equipment* with less fuel than when rented;
- (e) applicable taxes;
- (f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the *Equipment* assessed against us or the *Equipment*;
- (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from **[Renter(s)]** or otherwise enforcing or defending our rights under this Agreement;
- (h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;
- (i) \$50, plus \$10/mile for every mile between the renting location and the place where the *Equipment* is returned, repossessed or abandoned, plus any additional recovery expenses we incur;
- (j) \$50 or the maximum amount permitted by law, whichever is greater, if **[Renter(s)]** pay us with a check returned unpaid for any reason;
- (k) a reasonable fee to clean the *Equipment* if returned substantially or materially less clean than when rented;
- (l) the IRS allowed rate for mileage (currently \$0.67/mile [IRS 2024]) over the contracted and approved amount of miles (as listed in the *Rental Service*). Distance will be calculated via Google Maps and GPS coordinates of the *Equipment*; and
- (m) \$500, plus \$5/night for excessive propane usage, while *Dry camping* without the consent of **[Owner]**.
- (n) Entire Security Deposit as held in escrow with the *Rental Service* for failure to notify of destination change. All changes to destination not approved by **[Owner]** in writing (text or other messaging method) prior to arrival at updated destination will result in forfeiture of the entire security deposit.

§ 8. DEPOSIT

We may use **[Renter(s)]** deposit to pay all charges owed to us under this Agreement.

§ 9. RENTERS' PROPERTY

[Renter(s)] release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, **[Renter(s)]** personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the *Equipment* or in any service vehicle or in our offices, unless the loss or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

§ 10. BREACH OF AGREEMENT

The acts listed in prohibited, above, are prohibited uses of the *Equipment* and breaches of this Agreement. **[Renter(s)]** waive all recourse against us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us for any criminal reports or prosecutions that we take against **[Renter(s)]** that arise out of **[Renter(s)]** breach of this Agreement.

§ 11. MODIFICATIONS

No term of this Agreement can be waived or modified except by a writing that we have signed. If Renters wish to extend the rental period, Renters must return the *Equipment* to our rental office for inspection and a

written amendment by us of the due-in date. This Agreement constitutes the owner agreement between [Renter(s)] and us. All prior representations and agreements, except as provided by the *Rental Service*, between [Renter(s)] and us regarding this Agreement are void.

§ 12. WAIVER, DAMAGES, ASSIGNMENT

An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of [Renter(s)] obligations under this Agreement. Our acceptance of payment from [Renter(s)] or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, [Renter(s)] release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. [Renter(s)] may neither assign nor transfer this Agreement, nor any rights, duties, nor obligations hereunder.

§ 13. TRIP TERMINATION

The *Trip* shall terminate at the later of the end of the *Trip* described in the Agreement or the *Rental Service*, or the proper return transfer of the *Equipment* to the [Owner]. A *Trip* may also be terminated at any time prior to the completion of the *Trip* by us in its sole discretion with or without cause by giving cancellation notice orally or in writing to any [Renter(s)]. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of this Agreement shall survive any expiration, termination or cancellation of the *Trip* and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

§ 14. HEADINGS

The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

§ 15. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

§ 16. JURISDICTION, VENUE

This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the **State of Pennsylvania**. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in **York County, Pennsylvania**. The [Renter(s)] irrevocably consents to such jurisdiction.

§ 17. ADDITIONAL AGREEMENTS

This agreement between the above parties ([Owner] and [Renter(s)]) is in “Addition” to any other agreements sent in place for the rental period.

- (a) [Renter(s)] listed above agrees that they will pay any fees that are legitimate. Certain fees may not be able to be informed of within 3 days of the rental period. These fees will be taken care of directly between [Owner] and [Renter(s)].
- (b) If the parties above cannot come to a resolution, then [Owner] may submit the matter to the York County Courts of PA for disposition. If this matter goes to court then the [Renter(s)] understands

that a “Litigation / Time Out Of Work” fee of \$650.00 per day will be assessed in the court matter if the **[Owner]** is found in favor of.

- (c) Damages caused by the **[Renter(s)]** will be noted and discussed at time of return. Damages will be taken from the deposit, and if the damages are greater than the deposit then the **[Renter(s)]** agrees to pay the differences unless the insurance covers the damages.
- (d) Awning use is permitted, but the **[Renter(s)]** acknowledges that if there is damage to the awning that said damages usually are not covered by the insurance, and the **[Renter(s)]** is fully liable to pay for repair or replacement.
- (e) **[Renter(s)]** also further agrees that if there is any damage caused by malicious, and/or questionable use, and/or misuse that they will be responsible. This includes excessive speed. (excessive speed to be ≥ 5 mph OVER the stated restriction).
- (f) No access to the roof is permitted at any point without the approval from the **[Owner]**.
- (g) No Pets of any kind are permitted. Service animals that are ADA approved are welcome.
- (h) No flushing of anything other than RV Toilet Paper. Failure to abide by this will incur a separate dumping fee of \$100.
- (i) Antenna must be rotated to home, and lowered before moving the *Equipment*.
- (j) In the case of ANY damage / accident the **[Renter(s)]** understands that they **MUST** contact the **[Owner]** to determine if the RV is to be returned early. Failure to notify **[Owner]** will result in penalties / fines as approved by courts.
- (k) GPS (Global Positioning System) unit **MUST** stay plugged in at all times. Removal will subject **[Renter(s)]** to a \$50 penalty for each occurrence, or \$100 per day that unit is unplugged.
- (l) RV must be returned on the date in the contract. There can be no delays, or modifications to the contracted time-frames.
- (m) Rentals will not be refunded for ANY REASON, except at the convenience of **[Owner]**.
- (n) Damages that are not reported “IMMEDIATELY” will be considered a violation of ANY/ALL contracts.
- (o) **[Renter(s)]** acknowledges that their “Personal Auto Insurance” is primary in the event of an accident/incident.
- (p) **[Renter(s)]** agrees to “Hold Harmless” the **[Owner]** of said unit.
- (q) **[Renter(s)]** understands that regardless of the situation that the **[Owner]** is “Hold Harmless” under any circumstances involving accident / injury / damages.
- (r) **[Renter(s)]** understands that the **[Owner]** of said unit cannot be held liable for any injuries, accidents, or anything else (including Tire Failure)
- (s) **[Renter(s)]** further understands that if there is any reason that the **[Owner]** insurance rates go up due to a claim from accident/incident/damage resulting during the rental period that the **[Renter(s)]** agrees to financial compensation in the amount of the differences caused by their claim.
- (t) **[Renter(s)]** understands that delays / cancellations due to a health outbreak / closure are not subject to refunds.
- (u) **[Renter(s)]** understands that “Tire Failure” is not the responsibility of the **[Owner]**. All costs to have tire repairs done during the *Trip* are the obligation of the **[Renter(s)]**.

- (v) "Conversion" is a term when a **[Renter(s)]** does not return said property at the designated time/date. **[Renter(s)]** understands that "Conversion" issues will be charged at a rate of 1 ½ the daily rate, plus any applicable "Recovery Fees".
- (w) Recovery Fees - Flights, Towing, One Way Travel, Two Way Travel, Drop Vehicle, Extra Person, Fuel, Tolls, Permits, and any other charges that could be applied due to a "Conversion Recovery".
- (x) **[Renter(s)]** understands that the RV insurance coverage that is in place is used in conjunction with their own insurance company and the Rental Service Insurance. Additional insurances can be purchased through your own insurance company through a "Binder".

§ 18. SAFE DRIVING SPEEDS

- Towing Speed - 60 MPH **MAXIMUM** (enforced by GPS data)

§ 19. GENERAL NOTES AND RULES

- Wide Turns Are Necessary To Avoid Hitting Objects, Damaging Others, and The RV.
- Antenna **MUST** Be Lowered Before Moving The RV.
- Do Not Operate Levelers When On Incline.
- Roof Access Is **NOT** Permitted.
- Be Sure To Close All Vents In The Event Of A Storm.
- If used, the Awning must be retracted prior to a weather event.
- No Flushing Anything Other Than RV Toilet Paper.
- GPS unit must stay plugged into the vehicle at all times.
- These agreements are in addition to any other rental agreements.
- If failure to follow instructions causes damage to the RV it is the **[Renter(s)]** responsibility for payment in regards to claims/repairs.
- Watch angles and slopes that you are driving as the camper does not flex, and the rear, or the front may ground out causing damage.

§ 20. VIOLATIONS

- EZ Pass Violations Will Be Assessed At \$25.00 + Toll (Per Violation)
- Speeding / Other Violations Will Be Assessed At \$250.00 + Violation (Per Violation)

