

Owner:

Kyle Smith

1706 Valley Vista Dr

York, PA, 17406

717-818-7963

Renter:

As Agreed to on the Rental Service booking and confirmation.

## Agreement Terms and Conditions

This Rental Agreement is made by and between: "Renter" and "Owner"

### 1. Definitions.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign or we provide at the time of rental.

"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.

"Renter" or "Renters" means each person identified on the front of this Agreement as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the Renters' direction. All persons referred to as "Renters are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters 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 Drivers are permitted to drive or tow the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"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 we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

"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.

"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.

"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.

2. Rental, Indemnity and Warranties. This is a contract including for rental of the Equipment. We may repossess the Equipment at Renters expense without notice to Renters, if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees we incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment. We makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers 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 we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. Condition and Return of Equipment. Renters 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 Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters 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. Renters must check and maintain all fluid levels.

4. Responsibility for Damage or Loss; Reporting to Police. Renters 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 Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to us and the police as soon as Renters discover them.

5. Prohibited Uses. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:

(a) by anyone who is not an Authorized Driver, 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 Renters 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" (boondocking, dispersed camping) except with explicit consent and knowledge of Owner.

6. Insurance. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us 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 travelled-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 travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers 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 Drivers.

7. Charges. In addition to the basic trip cost stated on Exhibit B hereto, Renters 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 Renters keep the Equipment, or a mileage charge based on our experience;

(b) charges for additional drivers;

(c) optional products and services Renters purchased;

(d) fuel throughout the trip, or if Renters 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 Renters 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 \$7/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 Renters 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) \$0.35/mile over the contracted and approved amount of miles (tracked via GPS); and

(m) \$200, plus \$5/night for excessive propane usage, for “Dry Camping” without the consent of Owner.

8. Deposit We may use Renters’ deposit to pay all charges owed to us under this Agreement.

9. Renters’ Property. Renters and Authorized Drivers 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, Renters’ 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 paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers 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 Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' 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 Renters, Authorized Drivers and us. All prior representations and agreements, except as provided by the Rental Service, between Renters, Authorized Drivers 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 Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters 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, Renters and Authorized Drivers 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.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

13. Trip Termination. The Trip shall terminate at the earlier of the end of the Trip described in the Agreement or the Rental Service, or 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. 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 Renters and Authorized Drivers irrevocably consents to such jurisdiction.

## Additional Agreements

**This agreement between the above parties is in “Addition” to any other agreements sent in place for the rental on the dates above.**

- **Party 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 the parties above.**
- **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” 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.**
- **Damages caused by the “Renter” 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” agrees to pay the differences unless the insurance covers the damages.**
- **Awning use is permitted, but the Renter acknowledges that if there is damage to the awning that said damages usually are not covered by the insurance, and the Renter is fully liable to pay for repair or replacement.**
- **Renter also further agrees that if there is any damage caused by malicious, and/or questionable use, and/or misuse that they will be responsible.**
- **No access to the roof is permitted at any point without the approval from the Owner.**
- **No Pets of any kind are permitted. Service animals that are ADA approved are welcome.**

- No flushing of anything other than RV Toilet Paper. Failure to abide by this will incur a separate dumping fee of \$100.
- Antenna must be rotated to home, and lowered before moving RV.
- No towing of ANY vehicle.
- In the case of ANY damage / accident the Renter 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.
- GPS (Global Positioning System) unit MUST stay plugged in at all times. Removal will subject Renter to a \$50 penalty for each occurrence, or \$100 per day that unit is unplugged.
- RV must be returned on the date in the contract. There can be no delays, or modifications to the contracted timeframes.
- Rentals will not be refunded for ANY REASON, except at the convenience of Owner.
  
- Damages that are not reported "IMMEDIATELY" will be considered a violation of ANY/ALL contracts.
  
- Renter acknowledges that their "Personal Auto Insurance" is primary in the event of an accident/incident.
- Renter agrees to "Hold Harmless" the Owner of said unit.
- Renter understands that regardless of the situation that the Owner is "Hold Harmless" under any circumstances involving accident / injury / damages.
- Renter understands that the Owner of said unit cannot be held liable for any injuries, accidents, or anything else.
- Renter further understands that if there is any reason that the Owners insurance rates go up due to a claim from accident/incident/damage resulting during the rental period that the Renter agrees to financial compensation in the amount of the differences caused by their claim.
- Renter understands that delays / cancellations due to a health outbreak / closure are not subject to refunds.
- Renter understands that "Tire Failure" is not the responsibility of the Owner. Tires that have had a "Manufacturer Defect" will be covered if the tire is brought back. All costs to have tire repairs done are the obligation of the "Renter".
- "Conversion" is a term when a "Renter" does not return said property at the designated time/date. "Renter" understands that "Conversion" issues will be charged at a rate of 1 ½ the daily rate, plus any applicable "Recovery Fees".
- 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".
- "Renter" 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".



## Safe Driving Speeds

- **Towing Speed - @60MPH (Where Applicable)**

## General Notes And Rules

- **Recommended Speed 60MPH.**
- **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.**
- **No Flushing Anything Other Than RV Toilet Paper.**
- **No towing is permitted.**
- **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" responsibility 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.**

## 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)**

## Fee Schedule

Toilet / Sewer Damage From Flushing Incorrect Items	\$350
Remote Control Missing	\$25
Broken TV	\$350
Broken DVD / BluRay	\$100
Ripped Awning	\$3500
Broken Awning	\$5000
Missing / Broken Keys	\$250
Loss of GPS device	\$350
Heavy Cleaning	\$100
Excessive Propane	\$3/night
Dry Camping without permission	\$200
Other	As needed and reasonable
Last 24 Hour Notice of Booking	\$100
Late Notice of Booking - 1 week	\$50