

Dragonfly RV Rentals

RENTAL AGREEMENT

This RENTAL AGREEMENT is made by and between:

Print Owner's Name: Greg Wathen
Address: 17 Durst Drive Milltown, NJ 08850
Phone number: 908-705-3229
Email address: dragonflyrvrentals@gmail.com

(hereinafter referred to as the "**Owner**")

and,

Print Renter's Name: _____
Address: _____

Phone: _____
Email: _____

(hereinafter referred to as the "**Renter**")

For the rental of the following described vehicle and/or trailer:

Make: Entegra
Model: Esteem 31F
Year: 2021
Plate No. (NJ) S83 PRA

(hereinafter referred to as the "**Vehicle**")

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.

"**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 this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement regarding 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 Vehicle and 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.

2. Base Rental Rate. Renter rents the vehicle from Owner on the terms and conditions of this Agreement at the base rental rate of **\$375.00** per night (the **"Base Rent"**), which is exclusive of the other charges and fees more specifically set forth herein.

3. Refundable Security Deposit. In addition to the base rental rate, Renter shall pay owner an upfront refundable security deposit of **\$750.00** (the **"Base Security Deposit"**).

3.1. Additional Mileage Charge. The Base Rent which includes **100** free miles of vehicle use per night of rental (the **"Basis Vehicle Use"**). Each additional mile over and above the basic use shall be charged and paid by Renter at **\$0.35** per mile.

3.2. Additional Generator Use. The base rent includes **4** hours of generator use per night of rental (the **"Basic Generator Use"**). Each additional hour of generator use over and above the basic generator use shall be charged and paid by renter at **\$3.00** per hour.

3.3. Add-on Rentals: Renter has requested to rent the additional following items of personal property charged and paid by Renter as follows:

Item Quantity Price Per Unit

_____ at \$ _____ **PER TRIP**

4. Payment Terms. For private bookings only. Renter shall make payment to owner of the base rent plus any other deposits required for the rental of the vehicle in full at the time of signing this Agreement, or ½ at the time of signing the Agreement and ½ **7** days prior to the Pick-Up Date.

5. Rental Period. Renter agrees to rent the vehicle for:

_____ nights commencing on _____ (the **"Pick Up Date"**) and ending on _____ (the **"Return Date"**) (collectively the **"Rental Period"**).

Any use or rental of the Vehicle beyond the rental period are subject to payment of additional rent charges. (The base rent plus an additional charge of **\$75.00** per night or **\$25.00** per hour late.

6. Maximum Number of Occupants. The maximum number of occupants for the Vehicle is **8**. Renter shall not exceed maximum occupants. Renter shall provide owner with a list of the names of any guest occupants renter intends to allow to use the vehicle. Renter shall ensure that renter, all authorized drivers and adult guest occupants sign and provide to owner the accompanying **RELEASE OF LIABILITY** form attached hereto as

Exhibit “1” prior to departure. All minors must have a legal guardian sign a Release of Liability form before being an occupant of the rental Vehicle.

7. Pets. Check Applicable Box:

☐ No pets are allowed in the Vehicle.

☒ Renter may allow **2** dogs to accompanying renter in the vehicle and renter shall pay an additional upfront pet fee of **\$35.00** per pet for the total duration of the trip (the “**Pet Fee**”).

8. Authorized Driver Information. Renter shall provide owner with the names of each authorized driver that may operate the vehicle during the rental period and a copy of their driver’s license, mailing address, telephone number, and proof of insurance.

9. Pick Up and Delivery. Renter shall pick up and take delivery of the vehicle on the pick-up date after 3 p.m. (unless otherwise agreed), **with at least 1 hour for walk through and orientation.** Renter shall return and deliver the vehicle back to owner or owner’s designated agent on the return date between 10 am and 12 pm, **with at least ½ hour time for check in and walk through.** Unless otherwise agreed to in writing by owner, there is no early pick up or late delivery. Alternative times may be requested but may not be granted in the sole discretion of owner. Unless other specified in a writing signed by owner and renter, renter agrees that upon taking delivery of the vehicle from owner, the vehicle is in good and working condition.

10. Condition and Return of Vehicle. Owner makes no warranty regarding the condition of the vehicle other that the vehicle shall be provided to renter on the pick-up date in clean and operating condition. Owner makes no other warranty or representation, expressed or implied, regarding the vehicle, and specifically disclaims any warranty of merchantability or fitness for a particular purpose. Renter agrees that the taking delivery of the vehicle on the pick-up date is an acceptance of the vehicle in clean, good and working condition. **Renter agrees to maintain and use the vehicle in the manner it was intended and to return the Vehicle to Owner in clean, good and working condition, normal wear and tear excluded.** At walk-through, Renter will have the option to decline the Vehicle if Renter feels it is not operational.

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.

11. Cleaning Fee. Renter shall pay a **\$80.00** non-refundable standard RV cleaning and supply restocking fee (the “**Cleaning Fee**”). The Cleaning Fee is **non-refundable** and covers interior vehicle cleaning, washing of linens, front windshield cleaning, restocking all supplies. If properly cared for during the rental, the vehicle should not require longer than **2-3 hours** for cleaning. In the event, there is excessive cleaning or laundry required after use, and the vehicle takes longer than 2-3 hours to clean, renter will be charged a rate of **\$35.00** per hour for extra house cleaning which may be deducted from the base security deposit or billed to renter if there is an insufficient balance to cover such charges.

12. Indemnity and Warranties. Renter warrants and represents that the vehicle is only being used for recreational purposes and use and that renter and all authorized drivers shall operate the vehicle in conformance with all applicable laws, rules and regulations, and in a manner consistent with the intended use of the vehicle.

This is a contract including for rental of the equipment. We may repossess the Equipment at renter's 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 make 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.

14. 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.

15. 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)** to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment; **(m)** to transport children without approved child safety seats as required by local law; **(n)** when the odometer has been tampered with or disconnected; **(o)** when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment; **(p)** in a manner that causes damage to the Equipment due to inadequately secured cargo; **(q)** after an accident with the Equipment unless and until Renters summon the police to the accident scene; and **(r)** for anyone sitting, standing or lying on the roof of the Equipment.

16. 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.

17. 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.

18. 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.

19. Termination. Renter's use of the Vehicle shall terminate at the earlier of the end of the Rental Period described in the Agreement, or at any time prior to the completion of thereof by Owner in Owner's 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.

20. General Terms and Condition. The accompanying **GENERAL TERMS AND CONDITIONS** are incorporated herein as though fully set forth.

Initials of acceptance_____

I have read and approve the terms of this Agreement including the accompanying **GENERAL TERMS AND CONDITIONS**.

Renter

Dated_____

Signature_____

Print Name_____

Accepted by: **Owner**

Dated: _____. By: _____

GENERAL TERMS AND CONDITIONS

Additional Rent Charges. Any use or failure to return the Vehicle beyond the Rental Period is subject to payment of Additional Rent Charges which is the Base Rent plus an additional sum of 25% of the Base Rent for each day beyond the Rental Period. In addition to the Base Rent, Renters shall pay: (a) all applicable taxes; (b) fuel for the Vehicle at all times during use and the return of the Vehicle to Owner with a full tank or Renter will be charged for; (c) gas for the propane tanks of the Vehicle at all times during use and the return of the Vehicle to Owner with a full tank(s) or Renter will be charged same; (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 and attorney fees incurred collecting payment from Renter or otherwise enforcing or defending this Agreement; (h) a 1.5% per month charge, or the maximum amount allowed by law, on all amounts incurred and past due; (i) \$50, plus \$5/mile for every mile between the Pick UP location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses incurred by Owner; (j) \$50 or the maximum amount permitted by law, whichever is greater, for returned and unpaid check; (k) a reasonable fee to clean the Vehicle if returned substantially or materially less clean than when rented. Pre-paid, separate, non-refundable cleaning fee required; (l) any damages to the Vehicle.

Cancellations. Cancellations made more than ninety days (90) prior to Pick-Up Date will receive a refund of the balance paid minus a \$100.00 cancellation fee and reimbursement of any credit card fees incurred by Owner when processing original payment.

If cancelled within less than 90 days of the Pick Up Date, refunds will be given under the following conditions: (1) No refund will be given for any fees paid unless Owner is able to re-rent the Vehicle for the duration of the Rental Period contracted by Renter; or (2) If the Vehicle is re-rented for a lesser time than the duration of the rental Period, Renter will receive the amount equivalent to the re-rented dates, less a \$100 cancellation and reimbursement of credit card fees.

If you need to change your reservation dates, funds paid to-date will be held for the new reservation dates with differences in rates and taxes being collected or refunded at the time of the date change, regardless of your new Pick-UP Date. There will be an additional charge of \$100.00 collected for any reservation date change made less than 90 days prior to your original arrival date.

Owner reserves the right to cancel this Agreement without notice, prior to the Pick-UP Date for any reason or condition Owner deems necessary. If Owner cancels the Agreement prior to the Pick-Up Date, Owner will refund Renter payments in full, unless the cancellation is for the Renter's failure to pay prior to rental.

Keys. Renters will be responsible for all Vehicle keys, including, without limitation, trailer or coach keys, storage, coupler pin lock, hitch lock, boot lock etc. Renter shall pay the cost to replace keys lost or destroyed. If Renter encounters a loss of Vehicle keys, Owner will make new keys available for Renter to pick up from Owner or have shipped to Renter at Renter's expense as soon as reasonably possible. No refund or credit shall be given for loss of use of Vehicle due to lost keys.

Base Security Deposit. The base Security Deposit is subject to offset for accidental or intentional damages to the Vehicle, excess miles and generator charges, and other household items, component parts and/or equipment of the Vehicle, unpaid obligations of Renter under the terms of this Agreement, including, without limitation, excessive cleaning over and above the Owner's allotted 2-3 hours for non-pet use cleaning. Any unused portion of the Base Security Deposit will be returned within approximately 21 days from the Return Date. There are no cash refunds. Owner will make every effort to return the unused portion of the Base Security Deposit in the form it was paid. If that is not possible, the unused portion of the Base Security Deposit will be returned in the form of a check from Owner and mailed to the Renter at the address set forth above. Renter is liable for any sums due or damages exceeding the amount of the Base Security Deposit and agrees to pay same upon presentation by Owner.

No Smoking. There is no smoking in the Vehicle. Renter agrees that unauthorized smoking in the Vehicle can cause additional time and expense for cleaning upon return, of which Renter is responsible for paying and may be deducted by Owner from the Base Security Deposit.

Miscellaneous.

a. Entire Agreement. This Agreement, the GENERAL TERMS AND CONDITIONS, and the exhibit(s) hereto as well as all other documents delivered by Renter to Owner, constitute the entire understanding between the parties.

b. Amendments. This Agreement may be amended or modified only by a document in writing, signed by each of the parties to this Agreement.

c. Successors and Assigns. This Agreement shall bind and benefit the parties and their respective successors and assigns.

d. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

e. Waiver. The failure of a party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained or available pursuant to applicable law, shall not be construed as a waiver or relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

f. Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

g. Counterparts. This Agreement and any attachments or Exhibits requiring signatures may be executed in counterparts including by electronic email or fax, but all counterparts shall constitute but one and the same document.

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

i. Venue. The venue for any dispute or enforcement of this Agreement shall be in Butte County, California.

j. Survival of Representations. The representations made by Renter shall survive any termination of this Agreement.

(Acceptance of Terms and Conditions) Date

Signature of Renter

RELEASE OF LIABILITY

I, THE BELOW SIGNED, ON MY BEHALF AND ON BEHALF OF MY MINOR CHILD(REN) OR OCCUPANT(S) OF THE VEHICLE INVITED BY ME:

(1) ACKNOWLEDGE THAT THE OPERATION AND USE OF THE VEHICLE CAN BE DANGEROUS AND CAUSE SERIOUS BODILY INJURY, PROPERTY DAMAGE OR DEATH BY ANY KNOWN OR UNKNOWN CAUSES AND CONDITIONS;

(2) VOLUNTARILY ASSUME ALL RISK OF INJURY, HARM OR LOSS ASSOCIATED WITH THE OPERATION AND USE OF THE VEHICLE;

(3) SHALL INDEMNIFY AND HOLD THE OWNER OF THE VEHICLE HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSS, OR DAMAGES ARISING OUT OF OR RELATED TO MY USE OR OCCUPATION OF THE VEHICLE INCLUDING, WITHOUT LIMITATION, REIMBURSEMENT OF THE OWNER'S ATTORNEY FEES AND COSTS;

(4) WAIVE AND RELEASE THE OWNER OF THE VEHICLE FROM ANY ALL LIABILITY INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, CLAIMS, CAUSES OF ACTION, KNOWN OR UNKNOWN, OR ANY BODILY INJURY, PROPERTY DAMAGE, OR DEATH, RELATED TO MY OCCUPANCY, USE OR OPERATION OF THE VEHICLE, OR THAT OF MY DESIGNATED DRIVER(S) OR MINOR OCCUPANTS, OR LOSS OF THEFT OF PERSONAL PROPERTY.

I, THE BELOW SIGNED, WARRANT AND REPRESENT THAT IF I AM SINGING THIS RELEASE OF LIABILITY ON BEHALF OF A MINOR CHILD OR OCCUPANT, THAT I HAVE THE POWER AND ABILITY TO DO SO AS LEGAL GUARDIAN AND HAVE LISTED THEIR NAME AND AGE BELOW.

I read and agree to the terms of this RELEASE OF LIABILITY.

Dated _____ **Signature** _____

Print Name _____

If signing this RELEASE OF LIABILITY on behalf of a minor child or occupant, print name and age of the minor child and/or occupant below:

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____

Print Name: _____ Age: _____