

RV Rental Agreement

1. RV SLEEPING CAPACITY:

Six (6) people; 30' Gray Wolf Travel Trailer.

You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the Rental, and unless prior written approval has been granted by the owner, you agree to abide by such limitations. You also certify that the above renter is at least 25 years of age and will be an occupant of the unit during the entire reserved period.

2. THE DELIVERY OF THE RENTAL:

We will deliver the rental to your site anytime after 4 pm unless other arrangements have been made or the campground rules necessitate other arrangements. Please budget 30 minutes to allow us to show you an overview of the camper's operation. This allows a full orientation of all aspects of the unit you have selected.

3. RETURNING YOUR RENTAL:

The Rental will be picked up at 10 am on the final day of your reservation. We have a 10-day "post rental" detailed inspection that is completed to ensure there are no issues with the Rental following your time period. After we have completely checked in the Rental, you will be refunded (within 14 business days) your FULL deposit refund (less any adjustments for damages, if applicable) from RVShare.com. Our goal is to make sure the next renter has a properly prepared and cleaned Rental. If Renter chooses to allow 'Kirk Berenbrock' to clean and empty the black and gray holding tanks, this will be a \$75 fee.

4. PAYMENT POLICY:

A security deposit of \$500 is required. Rentals during holidays and event weeks require full payment at the time of reservation. PayPal, MasterCard, Visa, or Debit Card may be used for payments. Deposits made by Personal Check, Money Order, Traveler's Checks, Certified Check, and Cashier's Check must be received within 14 days of booking. No personal checks will be accepted at Check-In.

5. CANCELLATION POLICY:

Renters are entitled to a full refund, less the RVshare service fee, for all cancellations made at least 30 days prior to the rental start date. Less than 30 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is canceled during a grace period, a full refund including the RVshare service fee will be granted.

6. RENTAL INSURANCE:

Rental insurance must be on any unit at all times. If the Renters insurance company does not cover the unit, our third-party insurance company can be used. The reservation deposit of \$500 is to ensure the rental is guaranteed the funds needed to be used toward any insurance deductibles, damages, lost items, and/or lost income from a damaged unit. If the rental is returned without said damages, the FULL \$500 will be returned to the renter within 14 business days. The Security Deposit, whether by cash or held on a credit card, is provided as security against damage to the Rental, theft, late check-out, and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person, or loss sustained by any person or arising out of or in any way related to the renter(s) use of the premises or the items of personal property provided by 'Kirk Berenbrock'. The renter hereby agrees to indemnify and hold Kirk Berenbrock harmless from any and all claims, including those of third parties, arising out of or in any way related to the renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold 'Kirk Berenbrock' harmless with respect thereto. Renter(s) agrees to indemnify 'Kirk Berenbrock' for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage results from a renter(s) occupancy, 'Kirk Berenbrock' is authorized to utilize the credit card on file or the cash security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. 'Kirk Berenbrock' is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity.

7. CLEANING:

The camper will be inspected, sanitized, and cleaned after your departure. We ask that the unit be returned in the same general condition that you received it. If a significant cleaning is required, appropriate charges will be deducted from your deposit at the rate of \$50.

8. NO SMOKING IS ALLOWED:

Since it is difficult to remove the odors and allergens associated with smoke, we must STRICTLY ENFORCE this policy. Pets are allowed however any damage caused by pets or smoking materials will be charged to the renter's damage deposit or credit card on file.

9. WHAT WE SUPPLY:

Included in your reservation, 'Kirk Berenbrock' supplies the rental with clean sheets. The camper will also include toilet paper, paper towels, dishes, and silverware. Please bring additional items for your personal use during your visit, such as toiletries and your own bath towels. We ask that you only flush the included biodegradable toilet paper down the toilet.

10. MILEAGE POLICY:

The delivery rate is a flat \$150 for delivery and pickup within a 30-mile radius of Kalamazoo, MI. Any additional distance of up to 100 miles will be charged \$3 per mile. Special pricing for locations listed on the RVShare listing will supersede these rates.

11. RENTERS LIABILITY:

Renter agrees to accept liability for any damages caused to the Rental by the renter or renters guests, including, but not limited to, damage to the Rental in any way or damage to any appliances and/or equipment furnished. If damages are in excess of the security deposit being held, the renter agrees to reimburse 'Kirk Berenbrock' for costs incurred to repair/replace damaged items.

13. HOLD HARMLESS:

'Kirk Berenbrock' does not assume any liability for loss, damage, or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in the supply of water, gas, electricity, or plumbing. Nor will 'Kirk Berenbrock' accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.

14. AWNING:

Due to the quick shifts in weather, the awning can be used at the renter's risk. The renter is liable for any and all damages caused to and by the awning.

15. ADDITIONAL TERMS AND CONDITIONS:

The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges 'Kirk Berenbrock', from any and all claims, demands, and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold 'Kirk Berenbrock' free and harmless of any claim or suit arising therein. In any action concerning the rights, duties, or liabilities of the parties to this agreement, their principals, agents, successors, or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If the renter violates any conditions of this agreement, 'Kirk Berenbrock' may terminate this agreement and enter the premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event 'Kirk Berenbrock' has to resort to legal process to enforce rights under this Agreement, the Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Hays County, Texas, and consents to the personal jurisdiction of any proper court located therein.

REMEMBER THAT YOU ARE RENTING OUR PRIVATE RENTAL.

PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

RENTER PRINTED NAME

RENTER SIGNATURE

DATE