

## Supplemental RV Rental Contract

### Renter(s) Information:

Renter's Full Name \_\_\_\_\_  
Full Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Driver's License No. \_\_\_\_\_  
Exp. Date \_\_\_\_\_  
Birth Date \_\_\_\_\_  
Renter's Insurance Carrier \_\_\_\_\_  
Additional Driver's Name \_\_\_\_\_  
Driver's License No. \_\_\_\_\_  
Exp. Date \_\_\_\_\_  
Birth Date \_\_\_\_\_

### Owner(s)/Property Manager Information:

Owner Full Name **NICHELE CO LLC**  
Full Address **1846 E. Innovation Park Drive, Ste. 100**  
**Oro Valley, AZ 85755**  
Phone **(480) 818-9950**  
Email **nick@nicheleco.com**  
Vehicle **2022 Grand Design Transcend Xplor 231RK**  
VIN **573TT2929N8820907**  
License No **SD T269418**

### Definitions

- "Contract" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- "You" or "your" means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and separately bound by this Contract.
- "We," "our," "us," "I," or "my" means the private owner(s) and property manager(s) renting the Vehicle to you.
- "Web Platform" means the peer-to-peer rental site that may have been used by the private owner(s) and manager(s) as an intermediary.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- "Vehicle", "RV", "van" means the recreational vehicle identified in this Contract.
- "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

### Important Disclosures

- By signing or electronically accepting this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) and Property Manager(s) of the RV in any suit brought against them. You further agree the rental dates, including nights, and rate in the Terms and Conditions (below) are those of the rental dates, nights and rate agreed to on the web platform.
- Your web platform supplied insurance policy may include comprehensive and collision claims. Your policy may not cover / include tires, and chips in the windshield or other glass. If your coverage does not include this, you will be responsible for any glass damage. It is the renter's responsibility to note any pre-existing damage. Interior damage is not covered by the policy.
- You are **financially** responsible for **all** damage (both **exterior and interior**) to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle if it is not repairable or if we elect not to repair it, **loss of use**, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit **may** cover some or all of the damages. You will usually pay only the insurance deductible.
- You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.
- By signing this Contract, you understand and agree that there may be optional products that you may or may not opt to add on to your Rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the Rental has been completed based on usage and damages.

### Terms and Conditions

1. You do hereby agree to rent the **2022 Grand Design Transcend Xplor 231RK** VIN# **573TT2929N8820907** from **Nicholas Terry** (Property Manager(s)) on behalf of **Nichele Co LLC** (Owner(s)) under the following terms and conditions:
2. Per the web platform, the rental shall be from \_\_\_\_\_ (**\_\_\_\_\_ nights**).

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3. Per the web platform, the rental rate shall be \$ \_\_\_\_\_ USD per day.
4. The refundable security deposit for this rental is **\$500**. If selected at the time of booking, RVshare offers a **Security Deposit Waiver to Renters**. This allows renters to choose between our Security Deposit or paying an upfront fee to purchase up to \$1,500 in damage coverage. Learn more [here](#).
5. You agree to assume responsibility for replenishing the fuel tank to the same level it was at the time of pick-up.
  - a. Propane: First two tanks are included. Any additional Propane will be at renters expense. Propane tank may be returned empty.
6. Additional charges may include a wastewater dumping charge of **\$50** if not returned empty or pre-paid. You agree to pay these charges if necessary.
7. You understand there is a **\$50 prep/cleaning fee**. Additionally, there may be a charge of up to \$300 for excessive dirtiness beyond normal use. Please note that the cleaning fee does not cover the wastewater dumping fee.
8. **Absolutely no odd-road / rough terrain**. Please drive responsibly.
9. You agree to pay a late return fee of **\$50** if you do not return the vehicle as originally agreed; standard return window is 8am – 11am. If you need to return a day late, you agree to pay your original day rate. If you return between 10pm – 1am, you agree to pay a late fee of **\$100**. There are no refunds for unused days.
10. In the event renter loses the **key fob or keys**, renter agrees to pay for the overnight or next day delivery of a replacement, plus a lost key fee to replace the lost key and reprogram. Renter is responsible for coordinating delivery location.
11. **Pets are permitted in the trailer**. Pets include domestic dogs and cats; dogs under 50lbs only. Renter must acknowledge if a pet will be in the trailer. If there is evidence of a pet mess or damages caused by your pet, you will be subject to an additional cleaning and or damages charge of up to **\$500** plus a potential forfeiture of your entire security deposit at the manager's/owner's reasonable discretion. For the sake of clarity: a pet mess or damage may include: any urine or bowel accidents, spills, stains, damages, scratches, clawing to any surface, or odors caused by the renter's pets inside the trailer. You are responsible for any damages caused by their pets, including any necessary repairs, replacements, or cleaning expenses resulting from pet-related messes. The amount of the fee or indicate that it will be determined based on the extent of the mess and the required cleaning or repairs. This includes the need to use odor-neutralizing products or professional cleaning.
12. **You agree and understand that the Gross weight of the trailer is 7,495lbs, with a hitch weight of 620lbs. Cargo weight is not to exceed 1,375lbs. You also understand and agree that the tow vehicle must be (a) rated to tow at least 8,000lbs, (b) have a 7-pin trailer connector, and (c) a trailer brake controller. You also understand the trailer hitch ball size is 2 5/16" on the weight distribution system.**
13. **SMOKING/VAPING IS NOT PERMITTED IN THE TRAILER**. If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of up to **\$1,000** plus potential forfeiture of your entire security deposit, at the manager's/owner's reasonable discretion.
14. You agree to pick up (or we agree to deliver) the trailer at the specified location at the pre-arranged time. If the manager/owner is to deliver the trailer at a location that requires prepayment for parking, renter is responsible for the payment.
15. You agree to return the RV by the agreed upon time, but no later than **2:00 PM Pacific Standard Time**, on the return date. **Unless arrangements have been made for a "Late Return", a \$50 per hour late fee will be charged for each hour that the trailer is returned later than the pre-arranged time. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
16. We have **72** hours from the time you return the RV to inspect it for damage not noticed upon return. You have **72** hours from the time we submit the final return forms to dispute any damages or other charges.
17. You release the Property Manager(s) and (Owner(s) from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the trailer.
18. You agree to pay us on demand for all charges due us under this Contract, including but not limited to: (a) time for the period during which you take the trailer; (b) there are no charges for additional users; (c) charges for the optional services; (d) applicable taxes if any; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the trailer assessed against us or the trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (f) **\$500**, plus **\$0.45/mile** for every mile between the renting location and the place where the trailer is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (g) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) we will **not** refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in, (h) there is a **\$50** per day safety assessment for each day that you exceed **75** MPH as recorded by the vehicles built-in GPS tracker.
19. You have truthfully disclosed the identity and proper age of all drivers and they have been added to the rental platforms reservation.
20. You acknowledge that, for your safety and potential recovery of the unit, a GPS tracker is installed in the trailer.
21. You agree to return the trailer in the same condition in which it is received. This includes odor-free and clean in the interior of the trailer.
22. You have read and agreed to all rental rates.
23. You agree that you have inspected the trailer for any interior and exterior damage and have noted them in the walkthrough.
24. You have read, acknowledged and signed off on the "Optional Insurance Terms", "Departure Form", "Training Walkthrough", "Setup Lesson", and "Final Condition Check".

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25. You agree that there is absolutely no hitch towing from the rear of the trailer. A lock has been placed on the hitch and is not to be removed.
26. You agree that if roadside assistance is required, you will personally arrange this with the web platform and notify the Owners and keep them informed throughout the process. You acknowledge that the owner may not physically be able to aid in any mechanical repairs, recovery or the process of towing the trailer to safety and or repair facilities.
27. **You agree to not exceed posted speed limits and or exceed 70mph. In windy and rainy conditions, do not exceed 60mph.**
28. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
29. The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
30. No Refunds for Early Returns: If you return early we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
31. You agree NOT to take the trailer outside of the continental United States, including Alaska. If the trailer is tracked to any of these areas, including Mexico and Alaska, you will be charged a fine up to \$1,000.
32. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
33. You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the tow vehicle. All reported drivers must have a valid driver's license and be over the age of 30.
34. You agree that all insurance information (if applicable) provided is true and valid.
35. **You acknowledge and agree that you will not drive the trailer "off road" or on unpaved / unmaintained surfaces, including rough roads (including but not limited to logging roads, forest service roads, and beaches). The only exception is a maintained non-paved road within a licensed RV Park or state and or federal land. Any such use may lead to coach damage and the forfeiture of your security deposit. You acknowledge that the trailer is twenty-nine feet, three inch (29' 3") length, and eleven foot (11') in height and you will not subject the trailer to any (including but not limited to) roads, highways, tunnels, bridges that exceed these clearances.**
36. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the trailer, if you fail to return the trailer as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
37. This is a contract for Rental of the Trailer. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of law or this Contract. You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from or arising out of, this Rental and your use of the Trailer.
38. We make no warranties, express, implied, or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
39. You must return the Trailer to the place of pickup or other agreed upon location that we specify, on the date and time specified in this Contract, and in the same condition that you received it, except for ordinary wear.
40. If the Trailer is returned after the specified time, you remain responsible for the safety of, and any damage to, the Trailer until we inspect it.
41. **The following acts or uses of the Trailer are prohibited and may result in forfeiture of the entire security deposit:** (a) towing the Trailer: (i) by **anyone who is not an Authorized Driver**, or by anyone whose driving license is suspended in any jurisdiction; (ii) by **anyone under the influence of drugs or alcohol**; (iii) by anyone who obtained the Trailer or extended the Rental period by giving us false, fraudulent, or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United States; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Trailer; (x) when towed through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Trailer; (xii) in a manner that causes damage to the Trailer due to inadequately secured cargo; (xvi) **on unpaved or very rough (unmaintained) roads**; or (b) failing to summon the police to any accident involving the Trailer that caused personal injury or property damage; (c) damaging the Trailer by your intentional, wanton, or reckless conduct; (d) damaging the Trailer by an animal transported in the Trailer; (e) **damaging the awning**; (f) damaging the Trailer by sitting, standing, or lying on the roof of the Trailer; (g) damaging the Trailer by placing tire chains, signs, lettering or painting on the outside of the Trailer; (h) damaging the Trailer by placing speakers or other sound equipment on the exterior of the Trailer; (i) **taking the Trailer to any music festival, including but not limited to Burning Man or EDC (Electric Daisy Carnival music festival) without prior permission**; (j) disabling the GPS, (k) carrying guns, ammunition or large knives with the intention of causing harm, bodily damage and or injury to a human life.

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- 42. We may use your deposit to pay any monies owed us under this Contract.
- 43. You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled, or stored, or that was left or carried in or on the Trailer, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 44. No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the state of **Nevada** and **Clark County** govern this Contract.
- 45. Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. Limited or no troubleshooting by the Property Manager(s) or Owner(s) during the trip for these items if there are issues. These include, if applicable, TV, antennas, radios, satellite radios, satellite dishes, battery packs, hair dryers, fans, coffee makers, chairs, sofas, seats and cameras.
- 46. A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this contract does not constitute a waiver of any other provision of this Contract. Unless prohibited by law, you release us from any liability for consequential, special, or punitive damages in connection with this Rental or the reservation of a vehicle.
- 47. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract in its entirety, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this Contract, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

**Renter(s)' Signature:** \_\_\_\_\_ **Manager(s)/Owner(s)' Signature:** \_\_\_\_\_  
**Renter(s)' Name:** \_\_\_\_\_ **Manager(s)/Owner(s)' Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Time:** \_\_\_\_\_ **Time:** \_\_\_\_\_

Revised: 01-21-24

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**FEES ADDENDUM**

BY SIGNING OR ELECTRONICALLY ACCEPTING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.

- **BLACK/GRAY TANK DUMP** - \$50 CHARGE WILL BE ASSESSED IF BLACK OR GRAY TANKS ARE NOT EMPTIED PRIOR TO RETURN, UNLESS YOU'VE PAID FOR THE SERVICE AT BOOKING.
- **KEY REPLACEMENT** - UP TO \$750 CHARGE MAY BE ASSESSED IF ALL KEYS ARE NOT RETURNED OR LOST.
- **SHORE POWER ELECTRICAL CORD REPLACEMENT** - \$180 TO REPLACE DAMAGED OR LOST ELECTRICAL SHORE POWER CORD. \$60 TO REPLACE 50AMP ADAPTER.
- **EXCESSIVE CLEANING** - UP TO \$300 IF TRAILER IS RETURNED OUT OF THE NORMAL USE OF A CAMPER TRAILER. THE TRAILER SHOULD BE RETURNED IN A SIMILAR CONDITION AS IT WAS AT PICK-UP.
- **SMOKE / VAPORS** - SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES UP TO \$1,000.
- **ANIMALS** - PETS AUTHORIZED IN WRITING AT TIME OF BOOKING OR OTHERWISE ARRANGED ARE WELCOME IN THE TRAILER. SHOULD ANY DAMAGE OCCUR BECAUSE OF YOUR PETS YOU ARE RESPONSIBLE INCLUDING, BUT NOT LIMITED TO, URINE OR WASTE STAINS, CLAW/SCRATCH/CHEW MARKS, DAMAGE TO FURNITURE, EXCESSIVE CLEANING FEE. A \$500 FEE WILL BE ASSESSED FOR EACH UNAUTHORIZED PET.
- **AWNING** - BY USING THE AWNING, THE YOU ACCEPT FULL RESPONSIBILITY FOR ANY DAMAGES INCURRED AND AGREES TO PAY FOR NECESSARY REPAIRS OR REPLACEMENT COSTS UP TO \$3,000. YOU ACKNOWLEDGE THE AWNING'S VULNERABILITY TO WEATHER CONDITIONS AND ACCIDENTAL MISUSE AND UNDERSTANDS IT IS NOT COVERED BY INSURANCE. RESPONSIBLE USE IS REQUIRED, AVOIDING USAGE DURING ADVERSE WEATHER AND NOT LEAVING IT OUT OVERNIGHT OR UNATTENDED. YOU MUST INSPECT THE AWNING AT PICK-UP, REPORT ANY PRE-EXISTING DAMAGE, AND INDEMNIFY THE OWNER AGAINST ANY CLAIMS ARISING FROM USAGE.
- **RENTER DAMAGE:** IF THE TRAILER AND/OR THE CONTENTS IN THE TRAILER ARE DAMAGED DURING YOUR RENTAL PERIOD, YOU ARE RESPONSIBLE TO PAY ALL DAMAGE COSTS WHETHER YOU WERE AT FAULT OR NOT OR IF DAMAGE WAS CAUSED BY ACTS OF NATURE (WIND, RAIN, EARTHQUAKE, FIRE, FLOOD, ETC). IF AN ACCIDENT OCCURS, YOU ARE RESPONSIBLE FOR OBTAINING A POLICE REPORT, CONTACTING THE OTHER PARTY'S INSURANCE COMPANY AND CONTACTING US IMMEDIATELY AT (310) 497-5738.

Renter(s) Signature and Date: \_\_\_\_\_

Renter(s) Printed Name: \_\_\_\_\_

Owner(s) Signature and Date: \_\_\_\_\_

Renter's Initials \_\_\_\_\_

## Supplemental RV Rental Contract

### Awning Usage Statement of Responsibility and Liability Waiver

This Awning Usage Statement of Responsibility and Liability Waiver ("Agreement") is entered into between Nichele Co LLC, the Owner (hereinafter referred to as "Owner") and the Renter (hereinafter referred to as "Renter"). This Agreement supplements the agreements previously signed by the Renter on the renting platform and specifically addresses the risks associated with the usage of the awning. By signing or electronically accepting this document, both parties agree to the following terms :

1. **Assumption of Responsibility:**
  - a. The Renter acknowledges that the usage of the awning can pose certain risks, including personal injury, property damage, or accidents.
  - b. The Renter assumes full responsibility for the proper and safe usage of the awning during the rental period.
2. **Proper Usage:**
  - a. The Renter agrees to use the awning strictly in accordance with the manufacturer's instructions and any guidelines provided by the Owner.
  - b. The Renter shall not exceed the recommended weight limit or extend the awning beyond its specified length.
  - c. The Renter agrees not to leave the awning extended if they are vacant from the van or campsite.
    - i. This includes retracting the awning while sleeping / overnight.
3. **Weather Conditions:**
  - a. The Renter acknowledges that the awning may be affected by weather conditions, including wind, rain, and storms.
  - b. The Renter agrees to exercise caution and retract the awning when weather conditions could potentially damage or compromise its stability.
4. **Maintenance and Inspections:**
  - a. The Owner shall ensure that the awning is in good working condition and properly maintained before the start of the rental period.
  - b. The Renter shall inspect the awning upon receipt and report any existing damages or malfunctions to the Owner.
  - c. The Renter shall promptly report any issues or concerns with the awning to the Owner during the rental period.
5. **Release of Liability:**
  - a. The Renter acknowledges that the Owner shall not be held liable for any damages, injuries, losses, or expenses arising from or related to the usage of the awning during the rental period. The Renter releases the Owner from any and all claims, demands, liabilities, or causes of action resulting from awning usage, including those arising from negligence, equipment failure, or improper usage.
6. **Indemnification:**
  - a. The Renter agrees to indemnify, defend, and hold harmless the Owner, their agents, representatives, and affiliates from any claims, actions, or damages resulting from the Renter's failure to comply with the terms of this Agreement or any negligence on the Renter's part.
7. **Insurance Coverage:**
  - a. The Renter is responsible for maintaining adequate insurance coverage that includes protection against risks associated with awning usage and its consequences.

Renter's Initials \_\_\_\_\_



## Supplemental RV Rental Contract

### Governing Law and Jurisdiction:

This Agreement shall be governed by and interpreted in accordance with the laws of Nevada. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Nevada.

By signing below or electronically accepting this document, both parties acknowledge and agree to the terms and conditions outlined in this Awning Usage Statement of Responsibility and Liability Waiver.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Printed name of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed name of Owner

\_\_\_\_\_  
Date

Renter's Initials \_\_\_\_\_

## Supplemental RV Rental Contract

### Excessive Heat Statement of Responsibility and Liability Waiver

This Excessive Heat Statement of Responsibility and Liability Waiver ("Agreement") is entered into between the Nichele Co LLC, the Owner (hereinafter referred to as "Owner") and the Renter (hereinafter referred to as "Renter"). This Agreement supplements the agreements previously signed by the Renter on the renting platform and specifically addresses the risks associated with excessive heat conditions. By signing or electronically accepting this document, both parties agree to the following terms:

1) **Assumption of Responsibility:**

- a) The Renter acknowledges that excessive heat conditions can be hazardous and may pose risks to health and safety.
- b) The Renter assumes full responsibility for monitoring and managing the effects of excessive heat during the rental period.

2) **Awareness and Preparedness:**

- a) The Renter acknowledges being aware of the potential risks and challenges associated with excessive heat conditions.
- b) The Renter agrees to stay informed about weather conditions and local heat advisories in the areas where the trailer will be traveled or parked.

3) **Cooling Systems and Maintenance:**

- a) The Owner shall ensure that the trailer is equipped with appropriate cooling systems, such as air conditioning, to maintain a comfortable temperature within the trailer.
- b) The Renter agrees to properly use and maintain the cooling systems, including regularly cleaning filters and reporting any malfunctions or issues to the Owner.
- c) The owner of the trailer will make every effort to assist the customer in troubleshooting any issues with the air conditioning system remotely. However, please note that the owner's ability to diagnose and resolve complex technical problems may be limited, and in such cases, professional assistance or repair services may be required, if possible.

4) **Limitations and Safety Measures:**

- a) The Renter understands that while the trailer has a cooling system, extreme heat conditions may still impact the effectiveness of these systems. Please be advised that trailer cooling systems may struggle in excessive temperatures and try to maintain the trailer to be less than twenty degrees cooler than the outside temperature.
- b) The Renter agrees to take necessary precautions to mitigate the risks of excessive heat, including staying hydrated, seeking shade, and avoiding prolonged exposure to high temperatures.

5) **Release of Liability:**

- a) The Renter acknowledges that the Owner shall not be held liable for any damages, injuries, losses, or expenses arising from or related to excessive heat conditions during the rental period.
- b) The Renter releases the Owner from any and all claims, demands, liabilities, or causes of action resulting from excessive heat, including those arising from negligence or inadequate cooling systems.

6) **Indemnification:**

- a) The Renter agrees to indemnify, defend, and hold harmless the Owner, their agents, representatives, and affiliates from any claims, actions, or damages resulting from the Renter's failure to comply with the terms of this Agreement or any negligence on the Renter's part.

7) **Insurance Coverage:**

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- a) The Renter is responsible for maintaining adequate insurance coverage that includes protection against risks associated with excessive heat conditions and their consequences.

### Governing Law and Jurisdiction:

This Agreement shall be governed by and interpreted in accordance with the laws of Nevada. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Nevada.

By signing below or electronically accepting this document, both parties acknowledge and agree to the terms and conditions outlined in this Excessive Heat Statement of Responsibility and Liability Waiver.

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Printed name of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed name of Owner

\_\_\_\_\_  
Date

Renter's Initials \_\_\_\_\_