



SPHERE RENTAL, LLC
261 COOUNTRY CLUB, STANSBURY PARK, UT 84074
WWW.SPHERERENTAL.COM
435-840-5586



RENTAL AGREEMENT TERMS AND CONDITIONS (“Terms & Conditions”)

Motorized and Non-Motorized Recreational Vehicles

Definitions are as follows:

“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 and Agreement, 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) or the property manager renting the Vehicle to you. “Web Platform” means the rental search engine 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” means the recreational vehicle identified in this Contract. And can be a motorized or non-motorized recreational vehicle. “Agreement” means all terms and conditions found in these Terms & Conditions, any addenda and any additional materials that we provide and that you sign at the time of rental. “Vehicle” means the non-motorized towed or motorized recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle’s equipment, awnings, keys and Vehicle documents. The vehicle is specified in the booking documents as well as the front page of the departure form. “Charges” means the fees and charges that are incurred under this Agreement. “Rental Period” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. ‘Loss of Use’ means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, irregardless of the vehicle being scheduled for rental or not. You owe the Loss of Use for the time the vehicle is out of service as determined by the rental rate on the contract, times the number of days out of service, regardless of our fleet utilization.

Important Disclosures

This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.

The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. If it shows its location to be at Burning Man, out of the country or if it is disabled or ceases to function for any reason, You agree to forfeit your entire Security Deposit.

We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.

By signing 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 are covered by a web platform supplied insurance policy with a deductible. Chips in the windshield or other glass is not covered by the policy. Interior damages are also not covered by the policy. The insurance coverage or security deposit may cover some or all of the exterior damages. You are responsible for paying the insurance deductible.

You are financially responsible for all damage (interior and exterior- including slides and awning) 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. You owe the Diminution of Value, which is the difference between the retail market value of the vehicle before the damage and the value of the vehicle after the damage, whether we repair the vehicle or not.

You must report all accidents, incidents of vandalism, or theft involving the Vehicle to us and the police within 24 hours of occurrence.

Terms and Conditions

You agree that all information you have provided is true and valid.

You have truthfully disclosed the identity and proper age of all drivers. You agree that all authorized driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All authorized drivers must have a valid driver’s license that is provided to us.

Due to the high volume of rentals, it is important that you arrive at the pick up location on time. A \$50 fee will be charged to the credit card on file for arrivals more than 10 minutes past the scheduled time for pick up or delivery, unless prior arrangements have been made.

You agree to pick up the vehicle at the specified location at the pre-arranged time. IF you have scheduled an 8:00 AM pick up, you are expected to arrive at 8:00 AM. IF YOU ARRIVE LATER THAN 8:45 AM, YOUR PICK UP TIME WILL BE REVERTED TO 6:00 PM. YOU WILL NOT BE REFUNDED THE AM PICK UP FEE.

You understand that a cleaning fee does not cover excessive dirt or uncleanliness.

We offer certain Optional Equipment, including grills, generators, STARLINK satellites, outdoor kitchen accessories, linen packages, and child safety seats, upon request and subject to availability for your use during the rental at an additional charge.



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All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself.

PETS are not permitted in the Vehicle without prior approval. Well-behaved, house broken pets are welcome, unless they pose a health or safety risk or they are prohibited by law. Our policy requires a non-refundable pet fee. You are financially responsible for any damage done by a pet, including deep cleaning due to accidents. Pets may NEVER be left unattended in the RV. All animals must be declared during pick-up and attended to and under control at all times. If there is evidence of an animal that was not declared, a \$250 fee, plus standard pet fees, will be assessed in addition to any financial responsibility for damages or deep cleaning that may be assessed from your Security Deposit. Please bring old sheets to put over the beds, couch, and dinette seats to minimize pet hair in the RV.

Refrain from driving on anything other than a well-maintained road, including dirt roads and paths. Ensure all roads have a smooth surface free of ruts or potholes. And kindly remember, never drive on a dry riverbed. These are not roads and are unsafe.

EXCESSIVE HEAT- An RV air conditioner is designed to reduce the air temperature inside an RV by no more than 20 degrees Fahrenheit under optimum conditions. If the air temperature starts at 105, it MAY cool down to 85. It's unreasonable to expect it to cool it to 75. Excessive heat may cause failure of the refrigerator and/or freezer to cool the contents to an acceptable temperature or failure of the cab air conditioning (if applicable) to cool the vehicle while driving to an acceptable temperature. Should any loss of any kind occur, You waive all liability claims against Sphere Rental, LLC and Owner(s).

WINTER CAMPING- The RV may use an excessive amount of propane to keep the RV heated. You must keep propane tanks topped off to ensure you do not run out overnight. The Arctic Pacs (where equipped) and Water Tank Heaters must be left on for the duration of your rental to prevent freezing of the pipes. You will be responsible for any pipes that get frozen and cause damage to the RV.

DELIVERY- Miles accumulated during delivery and return will be added to total rental miles, where applicable. Fuel cost for the delivery and return of the RV will be charged to the Renters card on file. Delivery charge covers the logistics to have RV delivered to and picked up from the renters requested location.

Dry Camping may result in a loss of battery charge, generator or solar (if applicable) power, running out of fresh water, filling up the grey and/or black water tanks before the rental has been completed, or a loss of cooling in the fridge. There maybe additional fees if the RV is returned with a dead battery.

Certain items are considered non-essential, convenience items. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the Property Manager(s) or Owner(s) during the trip will be guaranteed for these items if there are issues. These items include TVs, Apple TVs, antennas, CD and DVD players, radios, satellite radios, GPS navigation hardware and software, hair dryers, fans, coffee makers, vacuum cleaners, artificial fireplaces, and left/right/rear cameras.

You agree that towing and using a bike rack or cargo carrier requires prior approval. Any damages done by the bike rack and/or items on the rack will be assessed against the Security Deposit. This includes the bikes(s), the rack itself and the RV. You must attach the bike rack to the RV under the supervision of the Property Manager(s) or the Owner(s) who assume no responsibility nor liability for the bike rack or the bikes.

The following acts or uses of the Vehicle are prohibited and may result in forfeiture of the entire security deposit: (a) driving the Vehicle: (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 Vehicle 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 and Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven 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 Vehicle; (xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) on unpaved or very rough roads; or (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) using the awning inappropriately; (f) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (g) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (i) disabling the GPS if so equipped.

You agree not to take the vehicle outside of the continental United States without prior written permission from the manager(s)/owner(s).

The Vehicle is not permitted to go to festivals (ex: Burning Man, Element 11, Electric Daisy Music Festival, Country Fan Fest, etc.) without prior approval. Applicable fees may apply for pre or post rental prep and/or cleaning.



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Full refund of reservation deposit is available up to 30 days before departure minus a \$75.00 service fee. Reservation deposits are not refundable within 30 days of departure. Remainder of rental cost will be due 15 days prior departure. Full rental will not be refundable if canceled within 15 days of Departure.

Smoking/vaping of any kind is NOT permitted in the Vehicle. If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion.

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. 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.

If the vehicle is equipped with a GPS Tracker and it shows you exceed 70 MPH, you will be assessed a \$49 safety assessment for each recorded event. You are responsible for checking and maintaining all fluid levels during the rental period.

You are responsible for checking and maintaining the Vehicle tires during the rental period. This includes replacing tires, if necessary, at your expense.

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.

You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV. All equipment provided in the RV must be returned at the end of your rental period in the same condition as when it went out. You will be charged for replacement cost, plus any convinces fees, for exact replacement of all damaged or lost items during your rental period.

You agree to return the RV no later than 6:00 PM Mountain Standard Time, on the last date of your rental. Unless arrangements have been made for a late return, a late fee will be charged for each hour that the vehicle is returned later than 6:00 PM. You must return the Vehicle to the place of pickup or other location that we specify, and in the same condition that you received it.

We have 72 hours from the time you return the RV to inspect it for damage not noticed at check in. You have 72 hours from the time we submit the final check-in forms to dispute any damages or other charges.

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.

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 Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. We agree to keep items you forgot in the vehicle up to 30 days past your rental. You must make arrangements to have items shipped or other wise picked up from our facility. Past 30 days, all items will be considered abandoned and will be disposed or donated.

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.

You have read and agree to all rental rates.

No refund will be given if you prepay for a service but do not use it.

You agree to pay any and all charges at the end of your rental that are assessed by the owners, under this Contract. This can be for, but not limited to the following: the period of time which you take the Vehicle, milage overages, generator use overages, gasoline or propane refilling, wastewater dumping, damages, replacing lost or missing items, or additional cleaning fees, fines, penalties, forfeitures, towing and storage charges and other assessed charges, all traffic, toll or parking violations, fines, penalties, citations, forfeitures, "loss of use" fees, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle. We may use your card on file if your security deposit is insufficient to pay monies owed us under this Contract.

You agree to pay all costs associated with locating and recovering the Vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. You agree to pay \$499, fuel cost plus \$1/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur, including but not limited to airline flights and hotel/KOA accommodations for pickup and return to our location.

If we have to take you to court to collect any monies due, you will be responsible for any and all court fees and associated attorney fees.

You owe an Administrative Fee of \$250 for our handling of any claim, documentation for court proceedings, or otherwise enforcing our rights under this Contract.



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You agree to pay a chargeback management fee of \$250 for any instance that you attempt to reverse any rental fees (including, but not limited to, rental cost, damages and replacing items).

Failure to promptly report damage or accidents will lead to a \$250 Damage Assessment Fee.

Motorhome:

Linen Use: Any and all linens (can include pillows, sheets, blankets, towels, bath mats, etc) must be returned at the end of the rental period in the same condition it was at the start of the rental period. It must be free of damage and staining. Linens MUST NOT be used for cleaning, as this causes staining and damage to the linens. You will be charged replacement cost, plus any confidence fees, for exact replacement of any and all linens that are damaged or stained during your rental period.

Generator: It's use requires that the RV fuel tank be at least one quarter full or more. The generator requires that the batteries be sufficiently charged to start the generator. Misuse, may allow the oil to run low and the generator engine might seize and stop. This may cause major damage to the generator engine and potentially require the generator engine to be replaced at a cost to YOU, up to several thousand dollars. Your Security Deposit may be used for any generator repairs. If the cost of repairs exceeds the unencumbered balance in the Security Deposit, you agree to pay the excess amount.

ENGINE Idling: You owe a minimum of a \$250 fee for EACH TIME that the engine is idled for more than 15 minutes at a time. Excessive idling the engine MAY necessitate the replacement of the catalytic converter. You will be solely responsible for this cost.

Travel Trailer:

You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.

You must have a 7-way/round plug, a trailer brake control switch (A trailer brake control switch communicates with the electric brakes on the trailer. It is a box under the dash of the towing vehicle. This is usually not included in a standard tow package. Trailer brakes are required in most states to tow any trailer 3000 pounds or heavier <http://drivinglaws.aaa.com/laws/trailer-brakes/> is a good resource.) and a secure trailer hitch with a ball. Proper electrical wiring (round seven or 7-way, same thing) is required to tow Sphere Rental trailers. A round 5, 6 or straight 4 will not work. If you show up to pick up a trailer and we find that you do not have a trailer brake switch and/or a round seven plug then you will be responsible for payment in full without the trailer being given. I will not have enough time to rent to someone else if you cannot fix the tow vehicle's wiring problem. Please check your wiring before you come to pick-up a trailer.

By signing below, you: agree to the terms and conditions of this Agreement, the Rental Contract, Departure Form, the Terms and Conditions, and any other document that you sign; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate credit/debit card voucher, from your card on file or from your security deposit, in your name for all Charges; and authorize us to release your billing/rental information to third parties for billing/processing purposes. By signing below, you agree you are absolutely responsible for any and all damage done to the rental vehicle, regardless of fault or reason for the damage, including any collision or comprehensive loss. This includes the retail estimate of the cost to repair the vehicle to its pre-accident condition.

If the vehicle is a total loss, or at our discretion we make a business decision not to repair the vehicle, you owe the retail fair market value of the vehicle at the time of damage, less any proceeds from the sale of the un-repaired vehicle. If the RV is a total loss, you are responsible for any and all fees to pick up a replacement RV and replace all complimentary RV equipment that were included on your rental. If the RV is not returned, you are responsible for any and all fees for us to pick up and return the RV to our facility as stated above.

If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable. No term of this Contract can be waived or modified except by a writing that we have signed. 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 Vehicle.

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 Utah and Tooele County govern this Contract.

All Charges are subject to final audit.