

# **JHN Adventures RV Rental Agreement**

## ***Renter Requirements***

1. ALL drivers must be a minimum of 25 years of age and possess a valid drivers' license.
2. Renter must have a major credit card and valid photo ID. A copy will be taken on date of departure.
3. Renter must be present at time of pick up and renter's identification name must match name of credit card being used to pay for rental.

## ***Pickup and Return***

1. Pick up time is 3pm. We may be flexible on times when scheduling permits us to be. At the time of pick up, one of our staff members will provide you with an orientation to show you the safe and proper use of the RV and its features. The RV will include instruction booklets and videos which will explain the operation of the RV and its features. The orientation process can take up to one (1) hour so please allow yourself enough time.
2. Return of the RV Rental is between 10:00am and 12:00pm. We may be flexible on times when scheduling permits but please let us know in advance.
3. There are NO REFUNDS for early returns.
4. A \$50/hour late fee applies to all returns past 12:00 pm
5. Please do not arrive late. If you know that you are going to be late for any reason it is your responsibility to call our office. Speaking to our office does not release your responsibility but may give us time to make other arrangements.
6. If you would like to extend your trip please call us as soon as possible and if the rental is available we will advise you of the steps necessary to extend your trip.
7. All Pickups and returns will be at 7573 Javelina Ct, Las Vegas, NV 89113 unless otherwise arranged at least 30 days prior to pickup/return. Additional charges may apply.

## ***Payments and Security Deposit***

1. A 50% deposit is required at the time you make your reservation for booking the rental and must be submitted with the reservation.
2. Full payment is due 30 days before your pickup date. Reservations made within 30 days of pickup date require full payment.
3. A security/damage deposit of \$1000.00 is required before departure. Common deductions from the security/damage deposit are: damage to motor home, additional mileage, propane refill, vehicle gas fuel, parking violations, additional cleaning fees etc.
4. Refund of the unused portion of the security deposit is made within 21 days of the return of the rental of the RV.
5. A one-time cleaning/prep fee of \$150.00 is charged for each rental.
6. There are 100 free miles per rental night included in the daily rental rate of the RV. Additional miles will be charged at the rate of \$0.35 per mile.

## ***Cancellation Policy***

1. 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.
2. Renters are entitled to a 50% refund, less the RVshare service fee, for all cancellations made at least 14 days prior to the rental start date.
3. Less than 14 days prior to the rental start date, the booking is non-refundable.

4. 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 cancelled during a grace period, a full refund including the RVshare service fee will be granted.

### ***Insurance***

1. Acceptance of the provided RVshare Rental Insurance and Protection is required for all rentals.

### ***Responsibility of Damages and Loss***

1. If the RV and/or the contents in the RV at the time of the delivery are damaged or misplaced 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 805-444-2448.

2. You are responsible for loss of use of the vehicle while it is being repaired.

3. You are responsible for ALL damage or loss caused by BLOWOUTS, punctures or other road damage, unless the damage is caused by a "loss" that is caused by a collision.

4. Awnings On trailers are the full responsibility of the renter. If any damage is found on return of the RV, the renter will fix, repair or replace at renter's expense. Do not leave awnings out in windy or stormy weather or leave awnings unattended at any time. Do not hang or tie anything on awnings or let children play near it.

5. You are responsible for any Theft or Vandalism.

6. You must report all accidents and / or damage within 5 hours of the occurrence.

7. You agree to pay any charges in excess of, or out of the scope of the RVshare Rental Insurance and Protection policy.

8. Customers / Renters are responsible for reporting and payment of all parking / traffic violations or unpaid toll charges at rental termination. Non-reporting of parking /traffic violations or unpaid toll charges breaches the Rental Contract and may result in an administrative charge of up to \$250.00 in addition to the fines.

### ***Maintenance and Breakdown Responsibility***

1. JHN Adventures will give instructions and procedures for maintenance at time of rental.

2. The Customer / Renter is responsible for checking engine oil, fluids, tires and coolant levels at each refueling, as well as reporting mechanical failures immediately.

3. Customer / Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. In the event the vehicle is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to the customer is limited to refund of daily rate or portion thereof.

4. ALL ANCILLARY SYSTEMS / ITEMS including: radio, refrigerator / freezer, microwave, central A/C, heating, TV's, DVD players, awnings, roof vents, in-dash A/C, rear back-up cameras, Water Heater, Water Pump, reading lights, outlets, propane system, and any other RV equipment are ALL considered ANCILLARY SYSTEMS/ ITEMS. When we are informed that these items / systems are not operating properly it is our standard policy to fix them. During the course of your trip if one or more of these systems are not functioning, please contact our office and we will assist you. NON- OPERATING ANCILLARY ITEMS/ SYSTEMS are NOT considered breakdowns and NO REFUNDS are available for repair time to these items.

5. If you need Emergency Roadside Assistance call JHN Adventures at 805-444-2448

### ***Loss of Use***

Due to any of the causes listed below, Loss of Use is the responsibility of the renter and will be charged to the renter.

1. Return of the RV by the renter past the contracted return date/time. **Early returns will not be refunded.**

2. Damage repairs to the RV that is the responsibility of the Renter and causes JHN Adventures to not have use of the motor home.
3. Any other action by the Renter that renders the RV unavailable for use.
4. The rate charged will be our normal daily peak rental rate (complete day) for the period of lost use. Renter authorizes JHN Adventures to charge their credit card for these charges.

### ***Fuel***

1. The RV's fuel and propane tanks are FULL when delivered to the renter and MUST be returned FULL or a \$65.00 service charge plus fuel charge will be charged to the renter. We can refill your propane upon return for market price (subject to change), currently \$4.50/gallon for propane.
2. No warranties are made regarding fuel tank capacity or fuel mileage. We assume no liability for fuel consumption rates.
3. All gasoline, diesel or propane refueling during the trip and upon return is at customer/ renters' expense.

### ***Prohibited Uses***

1. All of our RVs are NON-SMOKING and we enforce a strict NO SMOKING policy. If the RV is returned with any kind of smoke odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.
2. We do not allow pets in any of our RVs. There is a \$500 fee for any evidence of pets having been in the RV.
3. Accessing the roof of the RV is prohibited.

### ***Restricted Areas***

1. Unpaved roads, dirt roads and "off- road" areas.
2. Non-public roads
3. NO BURNING MAN RENTALS!
4. Mexico, Canada or any country outside the US.
5. Renter is liable for ALL DAMAGES to the RV Vehicle, Tires, Towing charges, and other expenses as a result of a breakdown associated with operating in these areas.

### ***Towing***

1. Towing is not allowed for this RV, however exceptions may be made based on the item towed and insurance available. This must be requested at least 30 days prior to pick up.
2. Towed items must be hooked up and inspected by JHN Adventures before departure.

### ***Rental, Indemnity, and Warranties***

This is a contract for the temporary use of the RV. You agree to indemnify JHN Adventures (as well as its officers, directors, and employees), 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 RV. We make no warranties, express, implied or apparent, regarding the RV, no warranty of merchantability and no warranty that the RV is fit for a particular purpose.

### ***Waiver***

Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party unless such waiver is in writing and signed by the party to be charged.

**Governing Law and Venue**

This Agreement shall be interpreted and enforced according to the substantive laws of the State of Nevada without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Clark County, Nevada or the federal court located in Las Vegas, Nevada for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum, or venue of the state or federal court.

**Severability**

If any provision of this Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

**Attorneys' Fees**

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

**Modifications**

No term of this Agreement can be waived or modified except by a writing that we have signed.

**Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the rental of the RV and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

By signing here, you agree to ALL RENTAL TERMS STATED ABOVE

Renter Name (print) \_\_\_\_\_

Renter signature \_\_\_\_\_

Date \_\_\_\_\_