

Supplemental Rental and Rules Agreement - "Terms & Conditions"

Rental Company: 916 RV Rentals LLC

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot, but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later. The sections in this agreement include: **Booking & Initial Information, Check-In, Renter Responsibilities, Check-Out, Miscellaneous, Tips for a Safe and Enjoyable Trip, and Contact Us,** so you know what to expect. Section titles and headings in this agreement are for convenience and organizational purposes only and do not affect the enforceability or interpretation of any terms herein.

Booking & Initial Information

- **Definitions.** "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. "You" or "your" means the person identified as the 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 renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means 916 RV Rentals LLC, the rental company named in this Agreement. "Authorized Driver" means the renter and each driver permitted to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. "Vehicle" means the recreational vehicle (RV) identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, awnings, keys and Vehicle documents. "Motorhome" means a self-contained recreational vehicle (RV) with its own engine, allowing it to be driven independently without the need for a tow vehicle. They are categorized into different classes (Class A, Class B, and Class C) based on their size and design. "Travel trailer" means a non-motorized recreational vehicle (RV) that must be towed by a separate vehicle using a hitch. "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, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "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. "Abandonment" means leaving the Vehicle with no intention of returning to it or delivering it back to the owner/drop-off location.
- 2. <u>Campground Reservations</u>. We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this agreement. No refunds will be given for campsite reservation errors, including if a campground refuses to accept delivery. Any fee charged by the campground to us for delivery will be charged to the card on file. Examples include but are not limited to day use charge, delivery deposit and parking fees.

3. Insurance.

- a. Travel Trailer. We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amounts. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Vehicle. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.
- b. **Motorhome.** We carry no insurance for renters on motorhomes. You may either:



- i. Provide an insurance binder for the RV through your own auto insurance policy. The only companies that will provide this are 21st Century, AAA, Allstate, American Family, State Farm, USAA.
- ii. Purchase insurance through our commercial portal for \$29/day. This can be viewed at www.mbachoice.com. We will provide you our policy # and VIN # of the Vehicle. (This insurance can only be purchased within 30 days of departure) MBA Choice Additional Supplemental liability coverage (we recommend) is also available from MBA Choice for \$12.95 / a day.
- iii. Book through a platform such as Outdoorsy or RV Share and purchase the mandatory included insurance.
- 4. Roadside Assistance. We highly recommend that you purchase roadside assistance coverage for your trip. This can be done directly at checkout or through MBA. While we take great care to maintain our units, unforeseen issues can arise that are beyond anyone's control. If you choose to opt out of roadside assistance, you are assuming full liability for any and all costs related to breakdowns, towing, flat tires, or other mechanical issues during your rental period. This means you will be responsible for arranging and paying for repairs or towing services independently. In the event of a blowout or flat tire, you will need to attempt to repair or replace the tire yourself. Please be aware that not all units are equipped with spare tires, as RVs are different from standard vehicles. Additionally, most motorhomes require special tools and jacks to address these issues safely. Without roadside assistance, towing an RV can be extremely costly, with expenses often exceeding several thousand dollars. By opting out, you acknowledge and accept full responsibility for these potential risks and costs.

Check-In

- 1. <u>Video Orientation</u>. You are required to watch the provided orientation video prior to arriving at our facility for check-in. This video covers essential operating instructions and responsibilities to ensure a smooth rental experience. Failure to watch the video in full may result in delays at check-in.
- 2. <u>Authorized Signer</u>. Only you, the primary renter, is permitted to sign all rental documentation, including check-in and check-out forms. While authorized drivers are allowed to operate the vehicle, they cannot sign any rental agreements or related documents on behalf of the primary renter.
- 3. **Key Handoff & Check In.** The check-in process typically takes about an hour, so please plan accordingly. We will address any questions you may have from the video during this time. Ultimately, it is your responsibility to fully understand how to safely operate the Vehicle and use all its features and amenities. During check-in we encourage you to take as many photos as you would like.
- 4. Remote Check-In Policy. By signing this Rental Agreement, you acknowledge and agree that your signature applies to this Agreement and all related documents, including check-in and inspection forms, without requiring additional signatures. For remote check-ins, where we may not meet face-to-face for the handoff, you authorize us to rely on your signature from this Agreement for all necessary documentation. It is your responsibility to take clear photos of the RV during check-in to document its condition. These photos must be taken within 15 minutes of check-in (i.e. arriving at campsite if delivered or picking up RV). If you fail to do so, any disputes about the RV's condition at the time of pick-up will default to our assessment.
- 5. Parking and Storage. If you choose to leave your vehicle at our facility during the rental period, we assume no liability for any loss, theft, vandalism, or damage to the vehicle, including acts of nature (e.g., storms, falling debris). Vehicles are left at your sole risk. You are required to leave the keys to your vehicle with us during the rental period to allow for necessary movement or emergencies. By leaving your vehicle on our premises, you acknowledge and accept these terms.
- 6. <u>Acceptance of Rental Condition</u>. By checking in and accepting the keys to the RV, you acknowledge that you have inspected the vehicle and agree to accept it in its current condition. Any pre-existing issues or concerns must be noted and documented at the time of check-in. Once the keys are accepted, you assume full responsibility for the RV as provided.
- 7. <u>Delivery Requirements</u>. If we are delivering the RV, the delivery site must be clear of shrubs, debris, and obstacles, and it must provide enough space for the driver to maneuver safely and for the slide-outs to extend fully. Failure to provide a suitable location may result in additional fees or cancellation of the delivery without a refund. Additionally, if unforeseen circumstances,



- such as road closures or detours, result in a delivery distance significantly greater than the originally quoted mileage, delivery charges may be adjusted to reflect the additional distance traveled.
- 8. <u>Substitution</u>. Substitutions are extremely uncommon, but if the reserved RV becomes unavailable due to unforeseen circumstances, we may provide a comparable unit. We prioritize unit type and floor plan to ensure your experience is as expected. If no suitable substitute is available, we will notify you promptly and work with you to find a solution, which may include rescheduling or issuing a refund.
- 9. **Right to Refuse Service.** We reserve the right to refuse service at any time, including up to the same day of the rental. This includes, but is not limited to, reasons such as non-payment, providing false information, unsafe behavior, or failure to meet rental requirements. In the event of refusal, no refund will be provided.

Renter Responsibilities

- 1. <u>Tires.</u> You agree with our determination that the tires are in proper working order for your booking. You are responsible for ALL damage or loss caused by BLOWOUTS, punctures or other road damage.
- 2. Windshield/Glass. You are responsible for any and all damage to the Vehicle's windshield and windows. This includes rockchips.
- 3. **Generators.**
 - a. **Onboard Generator.** Most motorhomes are equipped with an onboard generator. The generator is used to run A/C, Heater, TV, DVD, Microwave, Electrical outlets and recharging the RV batteries. Each booking includes a set number of free hours per day, with charges for additional hours. Check your booking receipt or confirmation for details.
 - b. Portable Rental Generator. If you opted for a generator add-on with your rental, and by signing this agreement, you will be held responsible for the condition of the generator during the period of your rental. The generator is inspected between each rental. It must be returned in the same working condition as it was given to you. Do not place the generator on sand, mud or any place that will attract excessive dirt in/on the generator. If the generator is returned with excessive sand or dirt in or on the generator casing there will be a \$300 deep cleaning fee added to your reservation. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You are responsible for all generator fuel and oil and the operation of the generator during your rental period. Generator is to be used outdoors only.
 - c. **Personal Generators.** If you choose to use **your own** generator, the following rules will apply. Do not use a generator inside the Vehicle it MUST be kept outside. Do not leave the Vehicle unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons. Your generator must be inverter type and meet the minimum Vehicle power requirements (ex. 30 or 50 amp) to run the systems within the Vehicle without causing a power issue. You assume all responsibility for any and all damages caused to the Vehicle & its appliances and systems by the use of a generator.
- 4. **Fluids.** You are required to regularly monitor and maintain all fluid levels, including engine oil, coolant, and transmission fluid, during the rental period. Failure to do so resulting in damage will be the renter's responsibility.
- 5. Waste Holding Tanks. There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. RV safe toilet paper is the ONLY thing put into the waste holding tank. Do NOT leave black tank valve open while at your destination. Doing so will dry out the black tank and will clog the toilet resulting in unsanitary conditions and a costly repair. ONLY open the black tank valve to dump and then close it immediately. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left Closed, and the screw cap left ON. If tank levels do not read EMPTY on the control panel, you will be charged a \$100 dump fee. NO EXCEPTIONS.
- 6. <u>Interior Condition</u>. You are responsible for keeping the interior clean and damage-free. Interior damage is typically not covered by insurance and will be charged to your deposit or card on file.
- 7. Exterior Condition. You are responsible for avoiding damage to the exterior, including the awnings, slide-outs, and roof.



- 8. **Boondocking/Dry Camping.** Camping without hookups (water, sewer, electric) restricts the capabilities of the Vehicle. You are limited to fresh water tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are your responsibility. We take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take FULL responsibility and liability for the limited capabilities and capacities.
- 9. Pets. You MUST request & get owner approval before allowing a pet in the Vehicle. Any unauthorized pets will result in a \$250 charge. Owner reserves the right to accept or decline any pet, for any reason. Pets are not allowed on any upholstered surface. We do not charge an extra fee for a dog; however, if any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and any excess damage will be charged to your card accordingly. If any large amounts of pet hair are left upon return, you will be charged a Deep Cleaning Fee of \$300.
- 10. Your Representations and Warranties. For travel trailers, 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.
- 11. <u>Towing Safety (Travel Trailers)</u>. It is required that the sway/stabilizer bars, if provided, be used at all times while towing the Vehicle. Remove the sway/stabilizer bars prior to backing into a parking space or RV slot. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit.
- 12. <u>Mileage</u>. Drivable motorhomes include a specified amount of miles free with each reservation. Any excess mileage will be charged per mile. See booking receipt or confirmation for exact details. Travel trailers have no mileage restrictions.
- 13. <u>Toll Roads, Red Light Cameras, Parking Tickets</u>. Toll invoices are a major burden, and if we receive any, a \$25 administration fee plus the cost of the bill for EACH invoice will be applied to your security deposit. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$50 administration fee.

14. Prohibited Activities & Use Restrictions:

- a. **Rooftop.** We do NOT allow the use of the Vehicle's rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.
- b. **Awnings.** We DO allow the usage of the exterior awning, but advise using caution! Awning should ALWAYS be fully retracted if unattended. This is for your own protection as well because they are not covered by insurance and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and will exceed your security/damage deposit amount.
- c. **Smoking.** There is NO SMOKING allowed in the Vehicle. If smoke (including cigars, pipes, drugs, etc.) is detected you will be charged a fee of \$1,500. NO EXCEPTIONS.
- d. **Drugs.** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any Vehicle returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect the evidence.
- e. **Odors/Cooking.** We do not allow anything that can create a strong smell in the Vehicle that is difficult to remove, such as the long term storage or cooking of fish, deer, curry, potent spices, etc. These must be prepped/cooked outside the Vehicle. If odors are detected you will be charged the Deep Cleaning Fee of \$300.
- f. **Travel Restrictions.** No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Unless written permission, driving on unapproved roads will result in the forfeiture of your entire deposit. RV is not allowed in Mexico for any reason.
- g. **Burning Man.** Use of the Vehicle at Burning Man Festival in Black Rock Desert is **strictly prohibited.** Any evidence of the RV being taken within 150 miles of the Burning Man Festival will result in law enforcement involvement, the forfeiture of your entire security deposit, additional cleaning and damage fees starting at \$5,000, and immediate termination of the rental agreement without refund or credit.
- h. **Fraudulent or Unauthorized Use.** Any attempt to deceive or misrepresent rental intentions, such as providing false information or altering the itinerary to include prohibited uses or unpermitted locations after booking, will result in



- the immediate cancellation of the rental agreement without a refund. Such actions will be treated as a renter-initiated cancellation, and all applicable cancellation policies will apply. **NO EXCEPTIONS.**
- i. **Speed Limit.** RVs require special attention to speed. RV tires are not rated for high speed, the way truck and vehicle tires are. You assume all liability for your rate of speed and by signing this agreement, you acknowledge the MAXIMUM allowed speed is 65 miles per hour. If Vehicle is a travel trailer, you are required to follow ALL "truck speed limit" and "trailer speed limit" signs, and never travel in the left lane, unless passing.
- j. GPS Tracking. 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. It must not be removed, unplugged, or tampered with in any way or for any reason. Tampering with GPS would terminate your booking.
- k. **Towing with Vehicle.** Using our Vehicle to tow another vehicle is not permitted. Exceptions may be made based on the item towed, Vehicle rented and insurance coverage. Towing with Vehicle is not permitted without prior written approval from us. Any unauthorized towing, or the suspicion thereof, will result in the termination of the trip without refund and a complete forfeiture of your security deposit.
- Additional Prohibited Uses. The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement: (a) Towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driver's 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 an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle; (e) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle if the Vehicle is being towed (travel trailers); (i) Placing signs or lettering on the outside of the Vehicle; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (k) Failing to use the Vehicle in compliance with all instructions and warnings provided by us and the manufacturer; (I) Using fuel with an octane rating higher than 87 if the Vehicle is equipped with an outside fuel station; and (m) Smoking in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).

15. Trip Issues and Incident Handling:

- a. "Things Happen" Agreement. Even if the RV is fully operational at the start of your rental, things can occasionally malfunction during your trip due to the complexity of RV systems. By signing this agreement, you agree to work with us to troubleshoot any issues that may arise. While we will do our best to resolve problems promptly, some issues may require outside assistance or repairs that cannot be completed during your trip. Your understanding and cooperation are essential in these situations.
- b. **Hot Weather Advisory.** Extreme heat can be brutal on RVs, impacting the efficiency of both the air conditioning and refrigeration systems. RV air conditioners are only designed to lower the temperature by about 20°F, and extreme temperatures may reduce their performance. RV refrigerators take longer to cool, are sensitive to overpacking, and can warm up significantly each time the door is opened. In hot weather, we **HIGHLY** recommend bringing an ice chest for drinks and as a backup if the fridge struggles to keep items cool. It's worth the peace of mind. If the fridge cannot keep up, the only compensation we offer is reimbursement for ice.



- c. Cold Weather Advisory. Freezing temperatures can cause serious damage to RVs, so it's crucial to take the necessary precautions to protect the unit. You are responsible for ensuring the RV is safe in freezing conditions, as damage to water systems, pipes, or tanks from freezing is typically not covered by insurance unless it's due to a collision. If temperatures drop below 32°F, you'll need to winterize the RV by draining the water systems and adding antifreeze, as the water systems cannot be used in a winterized RV. Be sure to keep the interior heated, disconnect and drain any external water hoses, and monitor the weather closely. In snowy conditions, motorhomes may require chains, while travel trailers don't—but the tow vehicle will. We don't provide chains with our units, so you'll need to obtain them if required and follow all chain control laws. Failing to follow these precautions can lead to significant damage, and repair costs will be charged to your deposit or card on file. If you have any questions, please contact us directly!
- d. **Damage/Minor Repairs.** Any damages need to be reported to us immediately. If a potential repair is minor, you may make the repair after consulting us. Do not repair anything until you've spoken to us about it. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, etc.) the item you purchased and the receipt must be surrendered upon return of the Vehicle, if you want reimbursement. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.
- e. **Appliances.** ALL ANCILLARY SYSTEMS / ITEMS including: radio, refrigerator/freezer, microwave, roof and central A/C, heating, leveling jacks, TV's, DVD players, VCR, awnings, slide outs, roof vents, electric step, 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 us and we will assist you. NONOPERATING ANCILLARY ITEMS/SYSTEMS are NOT considered breakdowns and NO REFUNDS are available for repair time to these items.
- f. **Credits.** There will be no refund/credit for any lost rental time for any issue(s) that arise beyond our control. This includes, but is not limited to, flat tire(s), weather, any and all systems within the Vehicle that were working at pickup (refrigerator, heater, generator, LED lights, sound system, etc.), damages to any part(s) of the Vehicle whether you were at fault or not, or due to yours or any guests' negligence.
- g. Responsibility for Damage or Loss; Reporting to Police. You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
- h. **Lockout/Lost Keys.** In the event a lockout occurs you agree to pay .75 cents per mile, round trip, for us to drive and unlock Vehicle and a fee of \$25 PER missing key. If we are en route and the key is found and Vehicle is unlocked, you will only need to pay for mileage up to that point round trip. If no lockout occurs but a key is missing upon return of Vehicle, you will be charged a \$25 fee PER key. If we determines a locksmith is required for lockout/lost key service,



the full locksmith cost is to be paid by the RENTER, at the time of service – locksmiths must be scheduled and approved by us before work is done.

Check-Out

- Cleaning. We do NOT charge an up front cleaning fee. The Vehicle must be returned with a clean interior and empty black and
 gray tanks. "Clean" means, as you received it or better. If you return the Vehicle dirty, you will be charged a \$150 cleaning fee. A
 Deep Cleaning Fee of \$300 will be charged if Vehicle is returned unclean AND requires more than a surface cleaning or any
 reconditioning.
- 2. **Propane.** The Vehicle will have at least 50% propane at check-in. You are responsible for any propane use in excess of what is provided by us at the start of your rental period. Do NOT trade in or exchange any provided propane tanks only refilling is permitted. You are <u>not</u> required to refill the propane prior to return.
- 3. <u>Fuel.</u> Motorhomes must be brought back with a full tank of gas, or the same amount as departure, whichever is less. If the fuel level is lower than what you left with, you will be charged \$6.50/gallon after return. If Vehicle is returned with MORE fuel than departure there are no credits or refunds.
- 4. Vehicle Return. You must return the Vehicle to the specified location, on the date and time specified in your reservation, and in the same condition that you received it, except for ordinary wear. When Vehicle is returned, you agree that it will be free from damages, cleaned, and tanks emptied. If the Vehicle is a travel trailer, once it has been unhitched from your tow vehicle the trailer will not be allowed to be taken anywhere else. The rental period will be considered complete. Within 72 hours a thorough inspection will occur and any fees for damages, cleaning, dumping, missing items, or any other charges will be deducted from your security deposit if applicable.
- 5. Remote Check-Out Policy. By signing this Rental Agreement, you acknowledge and agree that your signature applies to this Agreement and all related documents, including check-out and inspection forms, without requiring additional signatures. For remote check-outs, where we may not meet face-to-face for the handoff, you authorize us to rely on your signature from this Agreement for all necessary documentation. It is your responsibility to take clear photos of the RV during check-out to document its condition. These photos must be taken within 15 minutes of check-out (i.e. leaving campsite if delivered or dropping off RV). If you fail to do so, any disputes about the RV's condition at the time of check-out will default to our assessment.
- 6. Fee for Late Returns. We allow a 1 hour grace period for returns. A fee of \$50 per hour will be charged if the Vehicle is returned later than one hour after the agreed upon time. If the Vehicle is returned after dark or while we are not available, it will be checked in the next day, during daylight hours, and any applicable damages will be applied to your security deposit. Renter forfeits their right to complete a return walkthrough with us if the Vehicle is returned at a time different than indicated in the booking confirmation. If the RV is returned late and it interferes with or impacts the next booking, you will be charged a penalty equal to two times (2x) the standard nightly rate plus any additional costs incurred to accommodate the affected renter.
- 7. **No Refunds for Early Returns.** If you return the Vehicle early we do not refund the unused days. This includes if you have been in a motor vehicle accident with the Vehicle; however, if the motor vehicle accident is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
- 8. **Rental Period Extension.** If, for any reason, your rental period is extended beyond the original rental period dates, you agree that this document will also extend, be valid and enforceable for the entirety of your extended rental period.

Miscellaneous

1. <u>Personal Information</u>. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions.



- 2. Rental, Indemnity and Warranties. 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. This is a contract for the rental of the Vehicle. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorneys' fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. 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. If for any reason you abandon the Vehicle, you will be charged a minimum of a \$3,000 fee for Abandonment and Retrieval plus any applicable fees for ANY lost/missing keys or items/parts from the Vehicle. In the event you abandon the Vehicle without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
- 3. **Your Property.** You release us, our agents and employees 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 or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- **Lost & Found.** Any personal belongings left in the Vehicle after the rental period will be held for a maximum of 7 days. If items are not claimed within this time, they will be considered abandoned and may be donated or disposed of at our discretion. We are not responsible for the loss, theft, or damage of any items left behind. It is the renter's responsibility to ensure all personal belongings are removed upon return of the vehicle.
- 5. **Personal Injury.** You release us from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to you, children, guests, or relatives during your rental period including return period.
- 6. **Hold Harmless.** You agree to hold harmless the Owner of the rented Vehicle, at all times for all situations. Renter assumes all risk when renting the Vehicle, and Owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the Vehicle is used during the rental period.
- 7. Security Deposit Authorization. You authorize us to hold a security deposit on your credit card to cover potential damages, additional fees, overages insurance deductible or any charges incurred during your rental period. Your security deposit will be refunded after the Vehicle has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period. The security deposit will be released within 7 days of the vehicle's return, provided there are no damages, missing items, excessive cleaning requirements, or outstanding charges. In some cases, we may need to hold your entire security deposit while we wait for quotes to determine the cost of repairing or replacing damaged or lost items. Once we receive the necessary estimates, we will deduct the applicable amount and promptly return any remaining balance to you. If damages or charges exceed the security deposit amount, you agree to pay the remaining balance and authorize us or the rental platform to charge your card on file, including taxes and applicable processing and administration fees.
- Charges and Costs. You permit us to reserve against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to __21__ days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a reasonable fee to clean the Vehicle if returned substantially less clean than when rented; (g) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) after the due-in date, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and (i) a dumping fee of \$100 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.
- Processing Fee. ALL post-trip charges and fees, excluding mileage overage and generator hour overage, are subject to a <u>15%</u> processing fee. This fee is imposed by us, 916 RV Rentals LLC, and is entirely separate from any additional fees, taxes or commissions imposed by third-party platforms such as RVshare or Outdoorsy.
- 10. <u>Chargebacks</u>. If a chargeback dispute is initiated and the dispute is unsuccessful, you will be responsible for an administrative fee of \$100 per hour for any time spent resolving the issue.



- 11. **Breach of Agreement.** If the renter breaches any part of this agreement, or if we have reason to believe they are planning to do so (such as providing false information about their itinerary or changing their plans to a prohibited destination), no refunds will be issued. This includes situations where the renter violates the terms of the agreement regarding permitted travel or usage of the vehicle.
- 12. Agreement Supremacy and Governing Terms. This agreement is in addition to any rental platform (Outdoorsy, RV Share, Booking Central, Wheelbase, RVnGO, etc) rental contract. Both contracts are in effect, together, during the rental period. Any part of the rental platform agreement that acts in a manner to void this one (or parts of it) is revoked by the renter and owner, as indicated by the signatures below. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you 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. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. 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. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in jurisdiction.

Tips for a Safe and Enjoyable Trip

- Watch Overhead Clearances: Avoid low hanging trees, low bridges, drive-throughs, and parking garages. RVs are taller than standard vehicles.
- 2. **Take It Slow:** Drive at safe speeds and allow extra time for braking.
- 3. Wide Turns: Make wide, deliberate turns to prevent clipping curbs or obstacles.
- 4. **Use a Spotter:** Always have someone outside guiding you when backing up or navigating tight spaces, such as gas stations or campsites.
- 5. **Check Clearances:** Pay attention to slide-out and awning clearances at campsites.
- 6. **Monitor Fluid Levels:** Regularly check engine oil, coolant, and other fluids.
- 7. Stay Alert: Avoid distractions and remain vigilant for unexpected road conditions or hazards.
- 8. **Plan Fuel Stops:** Use RV-friendly gas stations with ample space for maneuvering.
- 9. Avoid Sudden Movements: Slow and steady adjustments keep you in control.
- 10. Know Your Route: Plan ahead to avoid restricted or difficult roads for RVs.

Contact Us

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