

# RV Rental Agreement

This rental agreement ("Agreement") is made effective as of date of confirmed booking on RVshare.

**VEHICLE:** Owner, in consideration of the rental payments provided in this agreement shall provide the recreational vehicle ("Vehicle") for use by the Renter.

Make:	Winnebago
Model:	Sunstar LX 35F
Year:	2018
Vehicle Identification Number:	1F66F5DY0J0A00266
Length:	35 feet

**RENT:** Rental rate and term is listed on the RVshare listing.

**DURATION:** The duration is listed on the RVshare reservation.

**CHARGES:** Renter agrees to pay Owner based on nightly rental rate, overage fees, and any maintenance fees that are incurred due to not bringing the Vehicle back in proper condition. Such fees are as followed:

- a) Excess mileage fee of \$0.55 a mile over daily limit of 100 miles per rental night.
- b) Excess generator usage fee of \$5 per hour over daily limit of 4 hours per rental night.
- c) Cleaning fee of \$100 if Vehicle interior is not returned in same approximate condition as it left.
- d) Propane refill fee of \$100 if propane tank is not returned full.
- e) Fuel refill fee of \$50 plus the cost of gas needed to bring the tank to full capacity.
- f) Tank Dumping fee of \$100 if the black and/or grey water tanks are not returned empty.
- g) Loss of, or damage to, the Vehicle which includes the cost of repair, or the actual cash value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, loss of use costs such as confirmed future rental income, or if we elect not to repair the Vehicle, plus an administrative expense incurred in processing the claim, all in accordance with California Civil Code § 1936
- h) Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Owner elects to repossess the Vehicle under the terms of this Agreement.

**SECURITY DEPOSIT:** The security deposit rate is established in the RVshare listing. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by personal check or authorized use of the credit card provided. Once the Vehicle is returned and inspected with no damage or excess fees imposed, the Owner will return the held check to the Renter.

**LIABILITY INSURANCE:** Renter is responsible for all damage or loss you cause to others. Renter will provide us proof of insurance through RVshare, or with an insurance binder for private insurance indicating that Renter has vehicle liability, collision and comprehensive insurance covering Renter, Owner, and Vehicle by no later than one week prior to rental period. Owner provides no liability insurance.

**RENTAL, INDEMNITY, AND WARRANTIES:** This Agreement is a contract for the rental of the Vehicle. We may repossess the Vehicle at Renter's expense without notice to Renter, if the Vehicle is abandoned

## Rental Agreement Continued

or used in violation of law or this Agreement. Renter agrees to indemnify Owner, defend Owner and hold Owner harmless from all claims, liability, cost and attorney fees incurred by Owner resulting from, or arising out of, this rental and Renter's use of the Vehicle. **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.**

**RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE:** Renter is responsible for all damage to the Vehicle, missing equipment, and Owner's administrative expenses connected with damage claim in accordance with California Civil Code § 1936, regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Vehicle and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Vehicle. Renter is responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Vehicle to us within 24 hours of occurrence. Renter is responsible for any loss of rental income due to other bookings, which were confirmed booked prior to reported damage, that are canceled due to required repairs.

**PERSONAL PROPERTY:** Renter releases Owner from all claims for loss of, or damages to, your personal property or that of any other person, that was left or carried in Vehicle.

**CONDITION OF VEHICLE:** Owner shall provide the Vehicle in clean and operating condition. Service to the Vehicle or replacement of parts during the rental must have Owner's prior approval. Renter must check and maintain all fluid levels and tire air pressure during the rental period.

**DRIVING RESTRICTIONS:** The Vehicle shall not be driven outside the Continental United States or Canada. The Vehicle shall only be driven on paved roads.

**PETS:** No pets shall be allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**SMOKING:** No smoking/vaping is allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**TOWING:** The Vehicle is not allowed to tow any other vehicle or trailer without prior approval of Owner.

**DRIVER REQUIREMENTS:** The Vehicle can only be driven by an authorized driver 25 years of age or older possessing a valid and identifiable driver's license. All drivers must be covered under the Renter's insurance and will be bound by the terms and conditions of this rental agreement.

**OCCUPANTS:** Only the drivers and passengers listed on the Driver & Passenger List sheet are allowed to travel in the Vehicle.