

SHIFTING GEARS LLC
20375 Soaring Wing Dr, Colorado
Springs, CO, 80908 Tel (202) 321-0677
michael.slojkowski@gmail.com

TERMS AND CONDITIONS
SIGN AND RETURN WITH RENTAL
AGREEMENT

1. Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means SHIFTING GEARS LLC.
2. "RV" means the motorized recreational vehicle identified in this Agreement. "Loss of use" means the loss of our right to use the RV for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the RV until it is repaired or replaced time the daily rental rate of \$250.
3. Rental, Indemnity, and Warranties. This is a contract for the temporary use of the RV at the Rental Location noted above. This contract does not provide you or any other party with the right to move the RV from the Rental Location. Unauthorized movement of the RV will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the RV at your expense without notice to you if the RV is abandoned or used in violation of any applicable laws or this Agreement. 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 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.
4. Campground Reservations. 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.
5. Mandatory Orientation. At the time of delivery or sooner, 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 orientation process can take up to two (2) hours - please allow yourself enough time. If requested, and for fee, we will deliver and set up the RV at the Rental Location on the Rental Period Start Date and pick up the RV upon completion of your Rental Period.
6. There are no refunds for early returns. The RV must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and countertops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit.

7. Valid Driver's License. An acceptable, valid driver's license issued must be presented at the time of rental. The driver's license must be valid for the entire rental period.
8. Prohibited Uses. The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the RV without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all campground rules and regulations, or State or federal laws.
9. Personal 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 was left or carried in or on the RV, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
10. Personal Injury. You release us, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.
11. Smoking. There is No Smoking in the RV. If the RV is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.
12. 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.
13. Governing Law and Venue. This Agreement shall be interpreted and enforced according to the substantive laws of the State of Colorado without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court or the federal court 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 court or the federal court.
14. 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.
15. 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.
16. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer, 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.
18. Refunds. During rental period, refunds will be limited to only to the day or days SHIFTING

GEARS RV RENTAL is unable to deliver or the RV is not available for use because of bad weather. Excepting circumstances beyond the control of the Renter (medical, mechanical, weather), no shows, late arrivals, or early departures will not result in any refund.

19. Proper use. Renter will be provided an orientation as to the proper use of the RV and its functions. Damage or loss of RV function due to misuse or improper use of the RV and its functions are solely the responsibility of the renter. Shifting Gears LLC is not responsible for direct or incidental losses incurred due to loss of function to include missed campsite reservations, return flights, hotels and any assistance required to return the RV's functionality. If required, Renter will reimburse Shifting Gears LLC for any costs incurred to provided recovery assistance (i.e. fuel for recovery vehicle and RV recovery, time @\$50/hour, and any direct and indirect repair costs).

X _____ **Date:** _____

(Signature acknowledges that renter has read and agrees to the above Terms and Conditions)