

# RV Rental Agreement

This RV Rental Agreement (the "Agreement") is made and effective according to the booking agreement for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows. This agreement constitutes a contract between the person(s) that is not covered through the third-party website:

## 1. Rented Property:

- a. Owner hereby rents to Renter and Renter hereby rents from Owner that certain RV, more specifically described according to the booking agreement hereto and incorporated herein, to have and to hold, subject to the terms and conditions herein, for the booking agreement (as hereinafter defined).
- b. Renter acknowledges and agrees that the Owner shall have the right to substitute a RV without prior notice to Renter if Owner determines such substitute to be a comparable type and condition. If the value of the substitute RV is less than the value of the trailer according to the booking agreement, then the base rent shall be adjusted accordingly. Hereinafter, the RV delivered by Owner shall be referred to as the "RV or Trailer".
- c. Owner does not assume any liability for loss, damage, or injury to persons and/or their personal property. Nor will Owner accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.
- d. Renter agrees to accept liability for any damage caused to the rental by Renter, guests of the Renter, pets of the Renter, or guests of the Renter's pets including, but not limited to, damage to the rental in any way or damage to any appliances and/or equipment furnished.
- e. At no point shall the sleeping capacity exceed the stated sleeping capacity for the RV in the booking agreement. You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the RV and you agree to abide by such limitations.
- f. The Renter must be at least 25 years of age and will be an occupant of the unit during the entire reserved period.

## 2. Trailer Location:

- a. The RV will be delivered and placed at the location according to the booking agreement. Renter agrees that the trailer will not be moved after delivery of the RV except by the owner. If the RV needs to be moved after the Owner has delivered the unit and additional fee will be incurred as stated in the fee schedule on the fee schedule on the booking site. If the RV is moved by anyone

other than the Owner, the Renter will incur and additional fee according to the fee schedule on the booking site.

- b. Renter acknowledges that Owner is not responsible for any costs or fees associated in occupying the delivery location. If a fee is required for entry the Renter will reimburse Owner for any monies paid out.
- c. Renter shall not hold Owner responsible for electrical insufficiencies at the Trailer Site/location. Renter acknowledges that this unit requires either a 50 amp or 30 amp/110v RV receptacles for power, a sewer inlet connection for bathroom use and a potable fresh water supply connection.

**3. Rental Term:**

- a. Notwithstanding anything herein to the contrary, Owner may repossess the RV at Renter's expense without notice to Renter if the RV is used in violation of law or this Agreement.
- b. If the RV is rented for at least 30 consecutive days, and the Renter has secured another booking directly after the 30 consecutive days are set to expire, then the Owner has the right to inspect the RV on the 30<sup>th</sup> day of the original rental.

**4. Occupants:**

- a. Renter agrees and warrants that the Renter is responsible for any occupants that additionally use the RV while under the booking agreement, except for the Owner and agents thereof.

**5. Rent, Deposits, and Fees:**

- a. A security deposit in the amount stated in the booking agreement shall be paid according to the booking agreement.
- b. The Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this agreement.
- c. Minimum delivery fee and/or delivery fee will be paid by the Renter according to the booking agreement.
- d. If the delivery location does not have appropriate sewage hookups or a dump station, then a waste and sewage removal fee according to the fee schedule stated on the website will be incurred if known at time of booking (or can be incurred after delivery of the RV if it is found that there is no appropriate waste removal area on the property).
- e. The Renter agrees that the cleaning fee will be charged according to the booking agreement.
- f. The Renter will incur a late fee as determined by the fee schedule on the booking site for late return and/or pick up. This includes if the Renter or occupants of the

RV have not vacated the RV when the required check-out time at a site has not been met.

- g. Other Fees. Renter agrees to pay the applicable fees deemed necessary by the Owner.

6. **Inspection:**

- a. Renter will fully inspect the RV and acknowledges that the RV was in good condition as of the beginning of the booking agreement and that Renter is satisfied with and has accepted the RV in such good condition as of the beginning of the booking agreement. Renter acknowledges being shown how to use all appliances, air conditioning, controls, location, and function of all safety items in the RV.
- b. In addition to the other terms and conditions of this agreement, Renter shall cause such rules and regulations listed to be followed by all persons occupying the RV. Failure to abide by these rules and regulations shall, at the option of Owner, cause early termination of the booking agreement and Renter's use of the RV and forfeiture of all rents and deposits.
- c. There shall be no smoking inside or outside of the RV. Evidence of smoking will result in an additional fee according to the fee schedule.
- d. Pets are permitted in the RV but must be kept off all furniture, and bedding. Evidence of pets not kept off all furniture and bedding will result in an additional fee according to the fee schedule.
- e. The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the RV is left unattended.
- f. At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off limits.
- g. Occupants, and all persons in the RV, shall obey all the laws of the state they are in, as well as related neighborhood association rules and covenants while in the RV or delivery location.
- h. At the end of the booking agreement, the RV and the contents thereof shall be in the same condition found as the beginning of the booking agreement. All trash must be removed from the RV. The refrigerator and freezer must be emptied of all items.
- i. The RV furnishings are not to be removed from the RV nor relocated outside.

7. **Refunds and Cancellations:**

- a. All cancellations must be submitted through the booking agreement.
- b. Refunds of monies paid to Owner will be refunded according to the booking agreement terms.
- c. In the event of a hurricane or tropical storm, refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with

jurisdiction over the delivery location. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rata basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rata amount for such days of the total rental amount. Notwithstanding anything herein to the contrary, if a tropical storm or hurricane is located within 750 miles of the Trailer Site, the Owner shall have the option to end the Rent Term early and repossess the Trailer. If Owner ends the Rent Term early, Renter shall be reimbursed the Base Rent on a pro rata basis based upon the days Rent was unable to occupy the Trailer due to Owner's early termination of the Rent Term. Owner shall be not responsible for Renter's accommodations after the termination of the Rent Term or after any mandatory evacuations described herein.

- d. If for some unforeseen reason, the RV is undeliverable and a substitute is not available, the reservation Deposit shall be returned in full. Renter agrees that Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.

8. **Lost and Found:**

- a. Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers it left any item at the Trailer, and Owner will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

9. **Warranties:**

- a. Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND THE TRAILER SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

10. **Owner Liability:**

- a. Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Trailer. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.

11. **Responsibility for Damage or Loss:**

- a. Renter is responsible for all damage to, or loss or theft of, the following: the RV, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owner elects not to repair the

Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

12. **HOLD HARMLESS, WAIVER, AND RELEASE:** THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS, AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE GULF SHORES TRAVEL TRAILER RENTALS L.L.C. AND EACH OF THEIR OWNERS, MANAGERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER. FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT. THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.
  
13. **Insurance:**
  - a. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the RV in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.
  - b. The Renter will accept the coverage fees according to the booking agreement and will be required to cover the cost of any damages incurred by the Renter above what any insurance claim is paid.

**14. Miscellaneous Provisions:**

- a. This agreement is the entire agreement between the parties and shall not be modified in any manner except through the booking website by the Owner. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- b. This agreement may be executed in several counterparts, each of which shall be an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.
- d. The undersigned agree that if any provision of this agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this agreement other than such invalid or unenforceable provision shall be valid and enforceable
- e. The undersigned further agree that the section and paragraph headings in this agreement are for convenience and reference only and shall not be deemed to alter or affect the provisions thereof.
- f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable, and the words of any gender shall include all genders.
- g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this agreement, shall not be deemed a waiver of such breach. No waiver by Owner or Renter of any term, covenant, or condition of this agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.
- h. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this agreement.

By booking through the third party website, the Renter agrees to all terms as stated through the third party website and additionally in this agreement.