

Renter must be 25 years of age or older and have a current valid driver's license. Please read the following policies and conditions carefully. It forms any rental agreement you make with us. This agreement is made between Robert Krajcik and Shawnellen Krajcik, Owners, ("we", "us", "our") and the Renter(s) ("you", "your") for the RV ("Recreational Vehicle", "Vehicle", "Motor Home"). Please read this agreement, print these pages, and bring them with you when picking up the RV. Keep a copy of this signed agreement with you in the RV. You are renting our private RV. Please treat it with the same respect as you would to your own home.

1. **Rental and Indemnity:** This is a legally-binding contract for the rental of the Vehicle. 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 (see "Prohibited Uses" below). 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 Vehicle or our repossession of it.
2. **Rental Payment:** The RV is rented on a daily basis, from time of pickup to time of return. Minimum rental is three days. Estimated mileage (below) is part of this rental fee. **Your reservation will not be guaranteed unless rvshare.com receives 50% of the total rental fee as a deposit, and the other half 30 days before your departure date, including the security deposit.**
3. **Estimated Mileage:** Payment for estimated mileage is made in advance, and is calculated as the difference between the total mileage from our rental location to your destination city (using city centroids) and return, as estimated on Google Maps, and [100 free miles per day times number of days rented], times \$0.45 per mile.
4. **Cancellations/Refunds:** We adhere to the "standard" rvshare.com policy. Please refer to it for cancellation/refund information. Should events beyond our control cause the RV you wanted to rent become unavailable during the dates you wanted to rent it, we reserve the right to substitute another comparable RV. If no RV is available to substitute, then we will return your reservation deposit in full.
5. **Smoking and Pet Policy:** There is **NO SMOKING** in the motor home. If the Motor home returns with a smoke odor, renter will be charged additional fees to remove the smoke odor from the Motor home. Costs will vary. **PETS** are allowed in the Motor home with prior consent of the owner. Otherwise there will be an additional charge of \$500.
6. **Training and driving lesson:** A complete walk-through and instruction of the RV and its equipment will be given at time of pickup. We ensure that you start your trip with full tanks of gas, propane and water and sanitation chemicals. We also ensure that the vehicle has been cleaned and the holding tanks have been dumped. We also give you a brief driving lesson. This is provided at no cost to you.
7. **Propane:** We will provide you with a "full" (nearly full) tank of propane before you leave. A full tank registers about 75-80% on the propane gauge, as this is the point where the propane escaping from the pressure relief valve equals the propane being pumped into the tank. If you need more propane during your trip, refueling is at your expense. We do not require you to fill the propane tank on return. We will fill the tank, and deduct the cost of the propane from your security deposit.
8. **Convenience Items:** The TV sets, DVD players, Cruise Control, Radio, Coffee Maker, Toaster and Microwave and A/C are considered convenience items. Should any malfunctions occur with any of these items during your trip, no compensation will be made to you.
9. **Generator:** Three (3) free hours per day are included in the rental fee, with a charge of \$4/hour thereafter. No refunds will be given on unused generator hours. Generator repairs are done locally by our service center mechanic. We will not pay to have it repaired during the middle of your trip. Competent and honest repair shops are few and far between.
10. **Tires:** Call rvshare.com **immediately** if you have a problem with a tire. rvshare.com has roadside assistance. If a tire malfunctions, we will cover expenses for tire replacement.
11. **RV Rental Pick Up & Return:** Renter(s) must personally pick up & drop off the RV, unless other arrangements are made beforehand in writing. If you would like us to deliver and pick up the RV, please see charges in rvshare.com. Delivery is free within 30 miles of our rental location, and \$2/mile after that.
For a delivery/pickup, Your mileage and gas begins and ends at our rental location in East Longmeadow, MA.
The RV must be returned clean inside and out, both holding tanks dumped and full of gas before returning.
If the RV is not returned clean inside and out, a **\$200 cleaning fee** will be taken out of your security deposit. **If the holding tanks are not empty and rinsed at time of your return, you will be charged \$100. If the gas tank is not full at time of return/pickup, it will be filled with gas and the cost of the gasoline, plus a \$50 service charge, will be deducted from your security deposit.**

- 12. Early Returns/Extending Rental Dates:** Renter(s) is (are) responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before they leave on their trip. If the renter(s) wish(es) to extend their rental dates, the renter(s) must call rvshare.com for approval, and pay additional fees at that time. There will be a \$100 late fee for every hour you are late beyond a 1-hour grace period. Should you fail to call, and you are more than 12 hours overdue, we will ask the police to issue a warrant for unauthorized use of a motor vehicle. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called for approval to extend, renter will be charged additional rental day(s), inconvenience fees, or loss of revenue, whichever is greater.
- 13. On Road Concerns:** Please be sure you bring a cell phone on your trip. If you experience mechanical problems or have any equipment operation questions you should contact rvshare.com and/or the owners. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by us and receipts of repairs are given to us on return. If renter is at fault for any damage, or mechanical failure, renter will be responsible for all repairs. Renter may be held responsible for mechanical damage due to negligence in vehicle operation. Renter(s) going on long trips are responsible for checking engine oil and coolant level, and for having the engine oil changed for every 5,000 miles that they travel. Renter(s) must provide us with the oil change receipt upon their return if they traveled 5,000 miles or more. If the renter(s) did not have the engine oil changed during their trip, the renter(s) will be charged \$400 to have an oil change done on the vehicle.
- 14. Towing:** Towing is not permitted. We recommend renting a car when you get to your destination.
- 15. Parking/Traffic/EZ-Pass Violations:** You will get an EZ-Pass registered to the vehicle. There is a \$100 deposit to cover EZ-Pass charges. Renter is responsible for reporting and payment of all parking/traffic/toll violations at rental return. Failure to report such violations breaches the Rental Contract and will result in an administrative charge of \$100 in addition to the cost of the fines deducted from your security deposit.
- 16. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. You agree that the Vehicle will not be used: a) by anyone who is not an Authorized Driver listed on this rental agreement, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; b) by anyone under the influence of alcohol, prescription or non-prescription drugs; c) by anyone who obtained the Vehicle, or extended the rental period by giving Us false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire; f) to push or tow anything; g) in any race or speed contest; h) to teach anyone to drive; i) outside the United States (except Canada, when authorized by us); j) **on any unpaved surface except at a designated RV camping site;** k) to transport more persons than the Vehicle has seat belts; l) to transport children without a federally approved child safety restraint or booster seat as required by state law; m) when the odometer has been tampered with or disconnected; n) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation of the Vehicle would damage it; o) to transport an animal other than a pet; p) to commit a willful, wanton or reckless act with the Vehicle. **Driving the Vehicle through an underpass without sufficient clearance and driving the RV through a tunnel that prohibits hazardous materials such as propane are also prohibited uses.**
- 17. Breach of Agreement.** The acts listed in the above paragraph are breaches of this Agreement. If you breach this Agreement, you are liable for all damage to, or loss of, the Vehicle caused by your breach. You waive all recourse against us or rvshare.com for any criminal or civil prosecutions that we may take against you that arise out of your breach of this Agreement.
- 18. Your Property.** You release us, rvshare.com, and our employees and from any and 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.
- 19. Renter Damage/Additional Drivers.** If the RV is returned with damage while the RV was in possession of the renter, renter is responsible for paying all damage costs. If an accident occurs, renter is responsible for obtaining a police report, contacting rvshare.com, and for payment of the insurance deductible amount. **Renter(s) whose names appear on the contract are the only ones authorized to drive the RV.** The renter(s) is (are) responsible for any and all damages not covered by insurance. If damage amounts are substantial and a claim must be submitted, the renter(s) is (are) responsible for any and all damages, including loss of revenue and additional expenses not covered by insurance.
- 20. Security Deposit.** The security deposit will be refunded (minus any damage not covered by insurance, any unpaid parking/traffic fines/toll violations, dumping, cleaning, pet fees, additional mileage, gasoline, missing equipment, other amounts owing), after return of the RV, as per agreement with rvshare.com. We will turn into rvshare.com any charges within one week. We may use your deposit to pay any amounts owed to us under this Agreement.
- 21. Miscellaneous.** No waiver by us or rvshare.com of any breach of this Agreement constitutes 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. Unless prohibited by law, you release us and rvshare.com 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.

Renter Signature

Date