

## RV RENTAL TERMS AND CONDITIONS

Alternate Terms and Conditions may be in effect for certain rental vehicles, dates, offices, events and uses.

### 1. Terms of Use

#### **A. Overview**

1. These terms of use constitute a legally binding agreement between Renter and Erpiti RV Rentals, LLC (hereinafter, "ERVR", "we", and/or "our") governing Renter's rental of the RVs owned, leased and operated by ERVR. By signing this agreement, Renter accepts and agrees to be bound by these Terms.
2. Renter is not permitted to rent the RV unless Renter agrees to these Terms.

#### **B. Services Provided by ERVR and Relationship to Third Party Sites**

1. ERVR utilizes third-party services to advertise the RV for rental such as, but not limited to, RVShare or Outdoorsy. When Renters book a RV rental, the transaction is processed by the aforementioned third-party service provider to ERVR.
2. By renting the RV, Renter expressly agrees to the third-party service provider's terms of service (available at their respective websites).
3. Renter understands and agrees that Renter's obligations under third-party service providers terms and conditions supplement Renter's obligations under ERVR's Terms. Additionally, nothing in any third-party service provider's terms and conditions acts as a waiver by ERVR or otherwise relieves Renter of any obligation under ERVR's Terms.
4. If there is a direct conflict between ERVR's Terms and those of the third-party service provider, then ERVR's Terms prevail.

#### **C. Modifications and Changes**

1. ERVR reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice.
2. If ERVR modifies these Terms, ERVR will post the modification on the listing page or provide Renter with notice of the modification.
3. By reserving the RV after ERVR has posted a modification on the listing page or has provided Renter with other notice of a modification, Renter agrees to be bound by the modified Terms. If the modified Terms are not acceptable to Renter, Renter's only recourse is to cancel the RV reservation, subject to the terms of cancellation.

### 2. Use of Services

#### **A. Renter Requirements**

1. Renter and all drivers must be a minimum of 25 years of age.
2. Renter must have a major, non-debit credit card, a valid driver's license from country of residence and current identification (including passport for non-US residents).
3. Renter, all additional drivers, and credit card holder must be present at the time of pick up.
4. There may be an additional fee of \$25 for each additional driver.
5. Renter's identification name must match the name on the credit card being used to pay for the RV.
6. Only Authorized Driver(s) are permitted to drive & operate the RV. Authorized drivers are defined as only those drivers expressly listed and designated as authorized drivers in the agreement.
7. Renter represents and warrants that any person who operates the RV will have passed driver verification and will have the skill and expertise to do so safely and free from negligence. Renter acknowledges that the qualifications of any driver of the RV are solely at the discretion and risk of Renter, and ERVR has not evaluated the skill and expertise of any such driver.
8. If renting a travel trailer, Renter represents and warrants they have experience connecting, towing, and operating travel trailers. Renter confirms to have the proper tow vehicle with the round 7 prong wire harness and brake control and will connect and disconnect the trailer on their own. ERVR will not connect or disconnect the trailer from the tow vehicle for the Renter for liability purposes.
9. Renter acknowledges that Renter is solely responsible for the passengers on board the RV as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using seat belts while the RV is in motion.
10. Renter certifies that they agree to and understand the limitations placed on the number of persons permitted to occupy the RV per the listing, and unless prior written approval has been granted by ERVR, agrees to abide by such limitations.
11. Renter certifies that all the information provided in the reservation application and in this contact is true and accurate. Any inaccurate or fraudulent information voids this rental contract.
12. ERVR reserves the right to deny service to anyone deemed a credit or security risk.

## **B. Allowed Use and Restrictions**

1. The RV may only be used on those public roadways with sufficient width and clearance to allow the RV to be operated safely and without damage. Under no circumstances may the RV be operated off road.
2. The RV must not leave the United States without prior written approval from ERVR. If it is discovered that the RV is being taken somewhere other than the Renter's agreed upon destination, ERVR reserves the right to notify authorities, declare the RV as stolen, and immediately repossess the RV. Renter shall be responsible for all repossession costs outlined in Section H.8. of this agreement.
3. Renter agrees not to drive in a careless or negligent manner while towing or driving the RV, nor drive while under the influence of alcohol or drugs. At all times, Renter must drive in compliance with all laws and posted speed limits.
4. Renter agrees not to use or permit use of the RV for unlawful purposes.
5. For safety reasons, all members of the rental party are expressly prohibited from accessing the roof.
6. No one may occupy any towed RV while it is in motion.
7. Towing of trailers not rented through ERVR must be pre-approved in writing by ERVR.
8. Security & Damage Deposit will be forfeited if any portion of this section is violated.
9. Under no circumstances shall the refrigerator be in operation while the RV is being towed, whether in propane or electric mode.
10. Renter shall shut down the propane system prior to towing, by closing all propane tank valves.

## **C. Pet Policy**

1. ERVR's units are pet friendly (only dogs are allowed, no other animals of any kind) but require a daily pet fee. If there are signs of a pet and no fee was paid at the time of reservation, the fee (plus additional charges) may be deducted from Renter's deposit.
2. Any pets left unattended in the RV, for any period of time, must be secured in a kennel to avoid damage to the RV.
3. If any damage is caused by a pet it will result in charges to Renter's deposit or credit card on file.
4. Signs of excessive pet hair or filth may result in extra cleaning charges.
5. If renting one of ERVR's RVs that has a NO PET policy, Renter is prohibited from having a pet inside the RV.

## **D. Pick Up and Return**

1. RV Pick-up Time shall be coordinated in advance between ERVR and Renter, and is subject to RV readiness.
2. There is no refund if the Renter picks up the RV later than the booked day of departure.
3. Renter should allow 1-2 hours after arrival for vehicle orientation and rental contract processing.
4. ERVR assumes no liability for any training, orientation, testing, or other tips provided during RV walkthrough.
5. Renter agrees to return the RV to the location specified, in the same condition that it was received in, except for ordinary wear.
6. RV must be returned by the time indicated on the reservation. If the RV is returned late without prior authorization, Renter will be charged \$100 per hour.
7. There is no refund if Renter terminates the rental before scheduled return date.
8. RV cannot be dropped off anytime outside of location's official hours of operation without prior approval. Business Hours will vary. Call pick-up location for verification of hours.
9. If the RV is returned outside of regular business hours, Renter shall remain responsible for any damage or theft of the RV occurring prior to ERVR's acceptance of return of the RV during regular business hours.
10. All late returns or extensions must be processed through the third-party service provider's website to ensure continuation of insurance coverage to the revised return time.
11. All late returns or extensions must be authorized by ERVR at least 48 hours prior to the scheduled date of return, and any additional charges will be immediately applied to the Renter's credit card on file.
12. Renter's vehicles cannot be stored at the rental location without prior authorization. Vehicle storage is not available at all locations. ERVR is not responsible for any damages to the Renter's stored vehicle. Storage fees may apply.

## **E. Rental Payments**

1. If the reservation takes place through a third-party service provider, the third-party service provider's payment terms shall apply. If the reservation is undertaken directly with ERVR, terms 2 and 3 shall apply.
2. If Renter makes a reservation with a departure date more than 14 days away, a reservation deposit of 25% of the full cost of the trip is charged. 14 days prior to the trip, the full balance is due.
3. If a reservation is made with a departure date less than 14 days away, the trip's full cost is due at time of booking.
4. Rates are subject to change and are not guaranteed until the reservation is confirmed with a deposit to lock in the quoted price. Reservation deposits are applied directly toward the total rental charges due.

5. No refund is given for late pick up, early return, or unused miles. Contracts are subject to fees and taxes imposed by local, state, and/or federal governments.
6. Unit type, rental location, and the dates of travel determine the rental rate. Prevailing rate will apply for any changes to the original reservation.

#### **F. Vehicle Substitutions**

1. ERVR reserves the right to substitute models with a comparable RV at its discretion.
2. No refund for additional fuel consumption, ferry charges or campground fees will be given due to the increased length or size of a substituted RV.

#### **G. Cancellation policy**

1. If the reservation takes place through a third-party service provider, the third-party service provider's cancellation terms shall apply. If the reservation is undertaken directly with ERVR, terms 3-5 shall apply.
2. ERVR will make every effort to provide an agreed upon RV to the Renter, but accepts no liability in the event that an RV is unavailable due to circumstances beyond ERVR control (actions by previous renters, unforeseen damage repair times, vehicles collisions, unforeseen breakdowns, acts of God or nature, etc.) In the event the RV has been damaged prior to the rental and is unusable, ERVR will notify Renter as soon as possible and arrangements shall be attempted to provide an alternate, comparable RV for the rental. If ERVR is unable to provide an alternate RV, ERVR will cancel the rental and provide a refund. ERVR is not responsible for any charges to the Renter from the third-party service provider in the event of a cancellation. ERVR is not responsible for any other expenses incurred by the Renter including, but not limited to, campground fees, rental fees, hotel costs, reservation costs, or flight costs.
3. Once a reservation request is accepted, a full refund is available for 48 hours, if the departure date is still more than 14 days away.
4. If a reservation is cancelled more than 7 days prior to the departure date, any insurance paid is refunded, but Renter is responsible for the service fee and 25% of the booking total.
5. If a reservation is cancelled less than 7 days prior to the departure date, any insurance paid is refunded, but Renter is responsible for the service fee and 50% of the booking total.
6. Renter must respond to messages within 24 hours. ERVR reserves the right to cancel reservations if messages are not responded to within 24 hours.

#### **H. Security and Damage Deposit**

1. A security and damage deposit is required before departure and is payable by major credit card. This deposit covers any damage caused to the RV during the rental period, regardless of fault. It also covers any additional charges (fuel, additional mileage, additional days, etc.) incurred related to the RV that were not charged elsewhere in the rental contract or rental application, including traffic tickets, tolls, or other fines incurred. This deposit also covers all costs and lost time, including pre-and post-judgment attorney's, legal & collection fees ERVR incurs collecting payment from Renter or otherwise enforcing ERVR's rights under this contract.
2. An inspection is done after each check-out for any damage done to real or personal property. In the event that damage resulted from Renter(s) occupancy, ERVR is authorized to utilize the credit card on file to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held.
3. If a rental add on is returned with any damage or defects, the Renter will be held liable, and the purchase price of that item will be deducted from the security deposit.
4. Renter agrees to accept liability for any damages caused to the RV by Renter or Renter's guests, including, but not limited to, damage to the RV in any way or damage to any add on, appliances and/or equipment furnished.
5. It is not recommended to fill the water tanks or attempt to use the water system in temperatures below freezing. Use of the water system during freezing weather is completely at Renter's risk regarding damages to any part of the water system due to freezing temperatures.
6. Any damage to the RV's electrical system shall be the responsibility of the Renter.
7. If Renter is having the RV delivered, Renter accepts all responsibility and liability once the RV is delivered by the driver and until driver picks up the RV.
8. All RVs operated by ERVR are equipped with a GPS tracking device for the security and protection of the RV. By agreeing to these terms, Renter acknowledges they are aware of the GPS tracking device and consent to its use for ERVR's business purposes. At no time shall the GPS tracking device be removed from the RV or be tampered with in any way. Removal of or tampering with the GPS tracking device will result in a \$100 charge to the Renter.

9. Renter agrees to pay ERVR, on demand, for all charges due to it under this contract, and (a) all expenses incurred in locating and recovering the vehicle if Renter fails to return it (b) all costs, including pre- and post-judgment attorney's fees, ERVR incurs collecting payment from Renter or otherwise enforcing ERVR's rights under this contract; (c) a 2% per month late fee, or the maximum allowed by law (if lower than 2%) on all amounts due to ERVR but not paid timely; (d) \$100, plus \$5 per mile for every mile between the renting location and the place where the motor home is returned or abandoned, plus any additional recovery expenses incurred; (e) \$25 if Renter pays ERVR with a check that is returned unpaid for any reason. ERVR may use Renter's Security Deposit to pay any of these amounts owed.
10. The deposit may be held until the completion of any legal or collection action or until repair to fix damages are completed. In the event no damages are found during inspection within 10 business days of RV check-in, the security deposit will be returned.
11. Renter will be liable for and charged any fees (such as tolls) that are discovered after the rental period, even if the security deposit has already been returned.

#### **I. Sanitation Dump**

1. Renter must dump tanks and flush lines before the RV is returned. Dump the black water tank first, then the grey water tank.
2. A fee of \$100 will be incurred if not done. This fee may be waived if ERVR and Renter are able to dump the tanks at the storage facility at the time of return, as part of the normal return process.
3. Renter is responsible for any coordination and costs related to dumping tanks or filling fresh water during the rental. ERVR does not provide dumping or fresh water refilling services during rentals.

#### **J. Cleaning**

1. A fee to clean the RV upon return has been included in this contract.
2. If the RV requires excessive cleaning, additional cleaning fees may be charged or deducted from the security deposit.
3. No smoking or vaping, of any kind, is allowed in the RV. If evidence of smoking or vaping inside the RV is found, Renter will be charged up to \$750 to clean, treat and disinfect. In addition, any damage caused by smoking or vaping materials will be charged to Renter's damage deposit or credit card on file.
4. If evidence of an unauthorized pet is found in the RV, ERVR reserves the right to charge up to \$750 to properly clean, treat, and disinfect.

#### **K. Mileage, Generator Charges, and Keys**

1. There are no refunds for unused miles or generator hours.
2. Additional Mileage Charge, in excess of 150 free miles per day: \$.35 per mile up to 300 miles per day, after which additional charges will apply. Mileage charges do not apply to trailers that are towed by the Renter's vehicle.
3. An estimated mileage charge may be charged if the odometer or its seal is tampered with or disconnected.
4. Additional Generator Charge: \$10/day with unlimited hours.
5. Two sets of keys will be provided to Renter. Any lost keys will result in a charge of \$75 to the Renter, to be deducted from security deposit.
6. Should the Renter lock themselves out of the RV, Renter shall be responsible for any locksmith fees to regain access to the RV. ERVR will not drive to RV's location to supply additional keys.

#### **L. Fuel**

1. No warranties are made regarding fuel tank capacity or fuel mileage.
2. All gasoline, diesel, and/or propane refueling during the trip is at customer's expense.
3. Renter shall double check the appropriate type of fuel for the rented RV prior to fueling.
4. RV must be returned with full tanks. If not the cost to fill the tank(s) plus an additional \$50 will be charged to Renter.

#### **M. Insurance**

1. All RVs must be insured by third-party service provider insurance selected and paid for by the Renter.
2. Renter assumes all liability, whether collision, damage, or liability for the entire duration of the rental.
3. Renter is responsible for the deductible amount associated with any claims arising from the rental period. This insurance does not cover Loss of Use or ERVR's administrative expenses incurred processing a damage claim.
4. In the event of an insurance claim, Renter understands that they may be charged more than one deductible if the insurance provider decides damages are considered separate insurance claims.
5. Coverage is void if Renter materially breaches this Agreement, or if Renter fails to cooperate in any loss investigation conducted by ERVR or the insurer.

6. Renter must report all damages and accidents to ERVR as soon as discovered, complete an incident report form, and provide a legible copy of any service of process, pleading, or notice of any kind related to an accident or incident involving the RV.
7. Renter is responsible for all damages that are not covered by the insurance policies or that are in excess of the insurance limits.
8. Renter is responsible for loss due to theft or vandalism, or attempted theft or vandalism, of the vehicle and all damage due to vandalism that occurs in connection with a theft.
9. Renter is responsible for all damage or losses caused to Renter, Renter's property, the RV, and others.
10. Renter assumes all responsibility to submit accident reports and claims to the proper authorities and to provide ERVR a copy of any police reports generated.

#### **N. Maintenance and Breakdown Responsibility**

1. Renter is responsible for inspecting the RV at the time of pick up, and upon leaving with the RV, Renter certifies they have found the RV and all amenities, appliances, equipment and add-ons to be in good working condition.
2. Renter is responsible for checking the engine oil, fluids, coolant levels, air tire pressure, lug nuts, and wheels at each refueling.
3. Renter is responsible for reporting any mechanical failures immediately.
4. Renter is responsible for filling freshwater tank and propane if and when needed.
5. Renter is responsible for any repair costs related to the Renter's failure to use the supplied electrical power surge protector and water pressure regulator.
6. ERVR is not liable for Renter's expenses due to unforeseen breakdowns beyond ERVR's control.
7. Renter is responsible for all damage or repair due to negligence or failure to provide maintenance while the Renter is responsible for the RV.
8. In the event the RV is in breakdown repair for 12 hours or more, through no fault of the customer, ERVR's obligation is limited to a refund of the daily rate or portion thereof. Radio, automatic step, air conditioning and heating, refrigerator, microwave and appliances, television, cruise control, awning and generator malfunctions are considered convenience items and no refunds are available for repair to these items.
9. Renter agrees to obtain prior authorization from ERVR for all repairs/replacements to the RV or the Renter will be fully liable for all these expenses and all damages that may result from improper repair or replacements.
10. Any windshield or window damage will result in the replacement of the windshield/window, this cost shall be borne by Renter unless the damage is outside of the Renter's control. This is for safety considerations. Insurance does not cover this cost unless associated with collision or comprehensive incident.
11. Renter acknowledges all tires are in proper order upon taking possession of RV. Any tire damage that occurs while in Renter's possession is to be paid for by Renter. Tires must be repaired by a certified tire shop with the same tire brand and model, or equivalent.
12. Damage to awnings is very common and can happen from rain, gust of winds, etc. It is recommended the Renter does not use the awning at all. Awning damage is typically NOT covered by insurance, any awning damages will be deducted out of the damage deposit and are subject to additional charges if repairs cost more than the amount of the damage deposit.
13. During the season when temperatures reach freezing, Renter will use a certified RV Tech to de-winterize and winterize camper as needed while in their possession during a rental. Travel during this season is solely at the risk of the Renter.
14. RVs are setup to run off specific electrical hookups. ERVR will not be held responsible for the performance of the RV when it is not hooked up to the proper electrical setup. The onboard 12-volt battery in the travel trailer is only meant to power the CO2 detector and will not be a sufficient power source for use while camping.
15. In case of a breakdown, Renter is not to abandon vehicle. Should a breakdown occur, Renter must immediately notify ERVR for repair authorization and follow instructions provided.

### **3. Additional Terms and Conditions**

#### **A. Indemnification**

1. Renter will indemnify, defend, and hold harmless ERVR, its affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a "ERVR Party" and collectively, the "ERVR Parties") for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees and expenses) (collectively "Claims"), arising from or relating to property damage or injury to persons (including death) by reason of any cause whatsoever occurring in or around the RV .
2. ERVR makes no warranties, express, implied, or apparent, regarding the vehicle, and no warranty that the vehicle is fit for a particular purpose.

3. Renter releases ERVR, its agents and employees from all claims for loss of, or damage to, Renter's personal property or that of any other person, that ERVR received, handed, or stored, or that was left or carried in or on the vehicle or in ERVR offices, whether or not the loss or damage was caused by negligence or was otherwise ERVR's responsibility. This includes vehicles parked on ERVR's premises or at the storage facility. ERVR is not responsible for personal property left in the RV or on premises.

**B. Limitation of Liability**

1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE WILL ANY ERVR PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY ERVR PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.
2. IN ANY CASE, THE AGGREGATE LIABILITY OF THE ERVR PARTIES TO RENTER WILL NOT EXCEED THE TOTAL RENT PAID BY RENTER TO ERVR UNDER THIS AGREEMENT.

**C. Termination and Right of Possession**

1. If Renter violates any conditions of this agreement, ERVR may terminate this agreement and repossess the RV.
2. ERVR shall always have a superior right of possession and ownership of the RV over Renter.
3. Upon notice of termination of this agreement, Renter shall return the RV to its place of rental immediately.
4. In the event that ERVR, in its sole and absolute discretion, determines that the RV is at risk of damage or loss, ERVR shall have the absolute right, but not the obligation, to recover the RV from Renter regardless of the amount of time remaining in the Rental Agreement.
5. In the event ERVR must resort to legal process to enforce rights under this Agreement, Renter shall be responsible for all reasonable Attorney fees and costs.

**D. Miscellaneous**

1. This Agreement does not create any type of partnership between Renter and ERVR or RV owner.
2. This Agreement may not be cancelled or modified except in writing signed by all parties.
3. This Agreement is not assignable by Renter.
4. Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter's use of the RV (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be exclusively in the courts located in Arapahoe County, Colorado.
5. This Agreement shall be construed in accordance with the laws of the state of Colorado, without regard to its principles of conflicts of laws.
6. Renter agrees that in the event ERVR prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs and attorney's fees incurred in that action.

By signing, both parties agree to be bound by the terms of this contract.

---

Renter Printed Name

---

Renter Signature Date

---

Erpiti, RV Rentals, LLC Date  
President: Gary Vidlock