

# Fun Fanatic LLC

## RV Rental Agreement

Below you will find items included with your rental. Please review this document to familiarize yourself with each section to understand the requirements.

### Table of Contents

<b>Rental Information</b>	<b>1</b>
<b>Renter Information</b>	<b>1</b>
<b>Driver Information</b>	<b>2</b>
<b>RV Specifications</b>	<b>2</b>
<b>RV Rental Contract</b>	<b>4</b>
<b>Rules of the Road</b>	<b>10</b>

### Rental Information

**Complete**

<b>Platform:</b>	<b>Booking ID:</b>	<b>Total Nights:</b>
<b>Departure Date:</b>	<b>Return Date:</b>	
<b>Total Adults (Over 13):</b>	<b>Total Children:</b>	

### Renter Information

**Complete**

<b>Full Name:</b>	<b>Mobile Phone:</b>
<b>Address:</b>	
<b>Email Address:</b>	

## Driver Information

Complete

<b>Driver #1 Full Name:</b>	<b>DOB (25+):</b>
<b>Address (if different from renter address):</b>	
<b>Issued State:</b>	<b>Number:</b>
<b>Exp Date (not expired):</b>	

<b>Driver #2 Full Name:</b>	<b>DOB (25+):</b>
<b>Address (if different from renter address):</b>	
<b>Issued State:</b>	<b>Number:</b>
<b>Exp Date (not expired):</b>	

<b>Driver #3 Full Name:</b>	<b>DOB (25+):</b>
<b>Address (if different from renter address):</b>	
<b>Issued State:</b>	<b>Number:</b>
<b>Exp Date (not expired):</b>	

## RV Specifications

<b>Make:</b> Forest River	<b>Make:</b> 2013 Sunseeker 2300	<b>License Plate :</b> LJR 973
<b>VIN:</b> 1FDWE3FS3DDA05564	<b>Length:</b> 22 ft	<b>Width:</b> 8.5 ft
<b>Height:</b> 12 ft	<b>Trailer Connector:</b> 7 pin round	<b>Service:</b> 30 amp service
<b>Gross Vehicle Weight:</b> 12,500 lbs	<b>Dry Weight (Unloaded):</b> 9,950 lbs	<b>Towing Capacity:</b> 5,000 lbs
<b>Black Tank Capacity:</b> 40 gallons	<b>Grey Water Capacity:</b> 40 gallons	<b>Fresh Water Capacity:</b> 45 gallons
<b>Propane Capacity:</b> 10 gallons	<b>RV Odometer:</b>	← <b>Complete</b>

**\*\* Sign/Date Last Page\*\***

## Definitions

- **“Contract”** means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- **“You” or “your”** means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and separately bound by this Contract.
- **“We,” “our,” “us,” “I,” or “my”** means the business and owner(s) renting the Vehicle to you.
- **“Web Platform”** means the rental search engine that may have been used by the private owner(s) and manager(s) as an intermediary.
- **“Authorized Driver”** means you and any additional driver approved and listed by us on this Contract.
- **“Vehicle”** means the recreational vehicle identified in this Contract.
- **“Loss of Use”** means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

## Important Disclosures

- By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the business and owner(s) of the RV in any suit brought against them.
- You are covered by a web platform supplied insurance policy with a prespecified deductible.
- You are **financially responsible** for all damage (**both exterior and interior**) to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle. If it is not repairable or if we elect not to repair it, **loss of use**, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit may cover some or all of the damages. If that is the case, you will usually pay only the insurance deductible.

- The RV is equipped with camping items listed in the rental guide. Costs for lost/ damaged items will be deducted from the Security Deposit. The owner is not responsible for any items left in the RV. A \$50 handling fee in addition to shipping charges will apply for handling the return of any items found the owner. Renter will be notified if any items are found, and these items will be held in Lost and Found for 15 days. After this time, any items without a plan for return will be disposed of.
- You must report all accidents involving the Vehicle to us and the police within 1 hour of occurrence.
- By signing this Contract, you understand and agree that there may be optional products that you may or may not opt to add on to your Rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the Rental has been completed based on usage and damages.

## Terms and Conditions

1. You do hereby agree to rent the **2013 Sunseeker 2300 VIN 1FDWE3FS3DDA05564** from **Fun Fanatic LLC (Owner)** under the following terms and conditions:
2. The rental shall be from the dates approved via the third party lease detail. (Outdoorsy, RVShare, RVEzy or Good Sam)

## RV Rental Contract

1. The sum of the rental shall be ***paid in full before pickup or delivery.***
2. You understand that the sum of this includes limited generator time. Additional generator time is available for an additional fee.
3. Propane is included in the rental. Once depleted it is your responsibility to obtain additional propane.
4. You understand that the sum of the rental includes a cleaning fee. The fee covers deep cleaning, sanitization, washing, stocking, and turnover prep completed after each rental. ***Excessive dirtiness is subject to an additional \$200 fee.***
5. You agree to pay a ***late return fee of \$100 plus \$210 per day*** if you do not return the vehicle as originally agreed.
6. ***Pets are not permitted in the vehicle unless otherwise authorized.*** If there is evidence

of a pet without authorization, you will be subject to an additional cleaning charge of **\$200** plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.

7. **Smoking/vaping/e-cigs are not permitted** in the vehicle. If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of **\$500** plus potential forfeiture of your entire security deposit, at the owner's discretion.
8. The refundable security deposit for this rental is **\$1,500**.
9. No refund will be given if you prepay for a service but do not use it.
10. You agree to return the RV by the agreed upon time, but no later than 11:00 AM Alaska Time, on the return date stated above unless other arrangements have been made and agreed upon. **Unless arrangements have been made for a late return, a \$100 per hour late fee will be charged for each hour** that the vehicle is returned later than the pre-arranged time. This fee may be waived at the Owner(s)' sole discretion if there are extenuating circumstances.
11. You release the Owner from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the vehicle.
12. You agree to pay us on demand for all charges due to us under this Contract, including but not limited to: (a) time for the period during which you take the Vehicle; (b) there are no charges for additional drivers; (c) charges for the optional services; (d) applicable taxes if any; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (f) **\$500, plus \$4/mile** for every mile between the rental return location and the place where the Vehicle is left, repossessed or abandoned, plus any additional recovery expenses we incur; (g) all costs, including pre- and post-judgment attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **\$210 for each day** that it is unusable or unrentable; (h) **we will not refund any charges if you return the vehicle earlier than the date or time due in.**
13. You have truthfully disclosed the identity and proper age of all drivers and acknowledge all drivers are over 25 years old.
14. You agree to **return the vehicle in the same condition** in which it is received. This

includes odor-free and clean in the interior of the RV. There is a checklist below for review.

15. You have read and agreed to all rental rates/ fees.
16. You are responsible for checking and ***maintaining all fluid levels during the rental period.***
17. Unless authorization is obtained from the owner, no repairs, modifications, replacement of parts or service shall be completed during the Rental period.
18. The owner is not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The owner shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
19. The owner will make every effort to provide the agreed upon RV to the Renter, but accepts no liability in the event that the RV is unavailable due to circumstances beyond the owner's control (actions by previous renters, unforeseen damage repair times, vehicles collisions, unforeseen breakdowns, acts of God or nature, etc.) In the event that the RV becomes unavailable, the renter will be notified as soon as possible and receive a FULL refund and have no other remedy than to find RV rental services elsewhere at their own expense.
20. You agree not to take the vehicle outside of Alaska.
21. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
22. You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. ***All reported drivers must have a valid driver's license.***
23. You agree that all insurance information (if applicable) provided is true and valid.
24. You agree that the Vehicle shall not be driven off road or on any on unpaved surfaces (temporary road construction conditions are allowed). You are aware that the vehicle has GPS tracking to confirm roads driven and you will be subject to a fee of ***\$500*** if the vehicle is driven on unpaved surfaces.
25. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include, but not be limited to, replacement of fuel or propane, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless

the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.

26. 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 Contract. 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.
27. 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. Unforeseen breakdowns can and may happen.
28. For the rental period any and all problems, damages, and malfunctions of the RV are to be notified of as soon as possible. If there is no service for communication, it is the renter's responsibility to acquire service and contact us. Unauthorized repairs will not be reimbursed. If the RV were to become disabled, it would be towed by renter's roadside assistance to a qualified repair station or dealership. The vehicle would have to have a full diagnostic done before any purchases or repairs are made. If the vehicle becomes disabled due to renter's negligence i.e., drove over something, fluid levels low, something flew under RV, etc. the renter would be responsible for all repairs. If the renter is at fault for any damage or mechanical failure, the renter will be responsible for all repairs, and any loss of use for the time the RV is not available to rent. If the vehicle is disabled due to our negligence i.e. didn't do proper maintenance, normal wear and tear on any part, or didn't do a proper repair, the owner is responsible for all repairs. ALL vehicle malfunctions must be reported to the owner as soon as the problem occurs. No reimbursement for out-of-pocket expense will be made if prior approval has not been received. You acknowledge that regardless of reason or fault, we will not pay or reimburse for hotels/motels, food expense, lost time, missed excursions, unused rental days due to lost time, etc. All mechanical issues must be reported as soon as possible.
29. You must return the Vehicle to the place of pickup or another agreed upon location on the date and time specified in this Contract, and in the same condition that you received it, except for ordinary wear.
30. If the Vehicle is returned after the specified time, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it.
31. ***The following acts or uses of the Vehicle are prohibited and may result in forfeiture of the entire security deposit:*** (a) driving the Vehicle: (i) by anyone who is not an Authorized

Driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the Rental period by giving us false, fraudulent, or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the state of Alaska; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) taking the vehicle off road; or (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) sitting, standing, or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (h) disabling the GPS if so equipped.

32. We may use your deposit to pay any monies owed us under this Contract.
33. You release us from 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, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
34. No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the state of Ohio and Portage County govern this Contract.
35. ***Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the Owner during the trip will be done for these items if there are issues. These include TVs, antennas, entertainment players, radios, fans, coffee makers, toasters, vacuum cleaners, fireplaces, microwave, outdoor items, etc.***
36. A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this



Contract does not constitute a waiver of any other provision of this Contract. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this Rental or the reservation of a vehicle.

37. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.
38. You understand the specs and capabilities of the vehicle and it's capacities listed on page #2. Exceeding specs, capacities, and capabilities can result in damages. Damages due to exceeding specs, capacities, and capabilities of the vehicle are the renters responsibility.

## Rules of the Road

- RV checklist: Refer to electronic and/or printed rental guide sent to you prior and/or located in the RV to safely operate all the major RV systems and ensure your maximum comfort.
- RV operation: Follow the below safety guidelines when driving the RV.
  - RV height is 12'; width is 8.5'; and length is 23'
  - Maximum RV driving speed is 65mph
  - Avoid low hanging tree limbs and other obstacles extending into the roadway especially on neighborhood streets.
  - Do not take the RV through restaurant drive-thrus; it will not fit.
  - Use spotters when backing up and parking
- **Smoking prohibited:** Smoking of any kind including e-cigs/vaping is strictly prohibited. Violation will result in severe penalty to deodorize the RV.
- Security: Lock all RV doors and the exterior compartments when away.
- Awning use: **Guests are welcome to use the awning. However, please understand that the awning is susceptible to damage if left extended during windy conditions.** Please follow these guidelines:
  - **Retract during windy conditions, before bed, and when away from RV.**
- Toilet use: Guests are reminded to only use RV-safe toilet paper when camping. Do not flush any other products other than RV toilet paper and bodily fluids, it can clog and damage the septic system.
- Waste tanks: Guests are reminded that waste-water tanks must be empty upon return otherwise an additional dumping fee will be added.
- Leveling blocks: A level RV is necessary for your comfort and proper RV operation.
- Included amenities: Guests are welcome to enjoy everything provided in the RV. Please clean and return these items to their original location and condition.
- **Pets: One dog under 55 pounds** is allowed with pre-approval for an additional non-refundable fee.
- **Cleaning: Please refer to the final cleaning checklist for cleaning instructions.** An

additional cleaning fee will be applied if the RV is not adequately cleaned.

- Air conditioning limitation: Although it works quite well, The RV A/C is not capable of cooling to the same level of comfort as a home A/C. To maximize your comfort:
  - Keep all shades pulled down, close fan vents
  - Install front front cab privacy curtain
  - Limit opening the door as much as possible
  - Extend the awning in clear, calm weather during the day
- Damages: Please report any damages to the RV within 24 hours of occurrence. Accidents must be reported to the police. Repair costs will be deducted from the insurance or security deposit depending on nature of damage.
- Security deposit: ***The security deposit will be refunded within a few days of returning the RV.*** Any additional fees will be deducted from the security deposit.

Renter Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* Please read this RV Rental Agreement carefully and in its entirety. It is a binding legal document \*\***

