Owner:			
John Marsden			Rented VIN #:
121 Dittmar Drive			
South Toms River, NJ 08757 (732)684-1458			2011 Winnebago Adventurer 35P
			2011 Winnebago Adventarer 551
Renter:			
:			
:		Rer	ntal#:
:			
		Dat	te:
Dates:	through .		

Additional Agreements

This agreement between the above parties is in "Addition" to any other agreements sent in place for the rental on the dates above.

- Party listed above agrees that they will pay any fees that are legitimate. Certain fees may not be able to be informed of within 3 days of the rental period. These fees will be taken care of directly between the parties above.
- If the parties above cannot come to a resolution, then John Marsden may submit the matter to the Ocean County Courts for disposition. If this matter goes to court then the "Renter" understands that a "Litigation / Time Out Of Work" fee of \$250.00 per day will be assessed in the court matter if the Owner is found in favor of.
- Damages caused by the "Renter" will be noted and discussed at time of return. Damages will be taken from the deposit, and if the damages are greater than the deposit then the "Renter" agrees to pay the differences unless the insurance covers the damages.
- Awning use is permitted, but the Renter acknowledges that if there is damage to the awning that said damages usually are not covered by the insurance.
- Renter also further agrees that if there is any damage caused by malicious, and/or questionable use, and/or misuse that these are the responsibilities of "Renter".
- No access to the roof is permitted at any point without the approval from the Owner.
- No flushing of anything other than RV Toilet Paper. (Cheapest toilet paper)
- Antenna must be rotated to home, and lowered before moving RV.
- No towing of ANY vehicle.
- In the case of ANY damage / accident the Renter understands that they MUST contact the Owner to determine if the RV is to be returned early. Failure to notify Owner will result in penalties / fines as approved by courts.

- VYNCS (Vehicle Monitoring System) MUST stay plugged in at all times. Removal will subject Renter to a \$50 penalty for each occurrence, or \$100 per day that unit is unplugged.
- Damages caused by the "Renter" will be noted and discussed at time of return. Damages will be taken from the deposit, and if the damages are greater than the deposit then the "Renter" agrees to pay the differences unless the insurance covers the damages.
- RV must be returned on the date in the contract. There can be no delays, or modifications to the contracted timeframes.
- Rentals will not be refunded for ANY REASON.
- Damages that are not reported "IMMEDIATELLY" will be considered a violation of ANY/ALL contracts.
- Renter acknowledges that their "Personal Auto Insurance" is primary in the event of a accident/incident.
- Renter agrees to "Hold Harmless" the Owner of said unit.
- Renter understands that regardless of situation that the Owner is "Hold Harmless" under any circumstances involving accident / injury / damages.
- Renter understands that the Owner of said unit cannot be held liable for any injuries, accidents, or anything else.
- Renter further understands that if there is any reason that the Owners insurance rates go up due to a claim from accident/incident/damage resulting during the rental period that the Renter agrees to financial compensation in the amount of the differences caused by their claim.
- Renter understands that delays / cancellations due to a health outbreak / closure are not subject to refunds.
- Renter understands that "Windshield" damage is the responsibility of the "Renter".
- Renter understands that "Tire Failure" is not the responsibility of the Owner. Tires that have had a "Manufacturer Defect" will be covered if the tire is brought back. All costs to have tire repairs done are the obligation of the "Renter".
- "Conversion" is a term when a "Renter" does not return said property at the designated time/date. "Renter" understands that "Conversion" issues will be charged at a rate of 1 ½ the daily rate, plus any applicable "Recovery Fees".
- Recovery Fees Flights, Towing, One Way Travel, Two Way Travel, Drop Vehicle, Extra Person, Fuel, Tolls, Permits, and any other charges that could be applied due to a "Conversion Recovery".
- "Renter" understands that the RV insurance coverage that is in place is used in conjunction with their own insurance company. Additional insurances can be purchased through your own insurance company through a "Binder".
- "Renter" understands that the vehicle is a "Non-Smoking" rental. Smoking of "ANY" type will result in a \$500.00" cleaning fee being assessed.

Renter Insurance Company: _____

Renter Insurance Contact: _____

Renter Insurance Policy #: ______ Insurance Dates: _____

Renter Signature: _____

Date:_____

John Marsden: ______

Date:_____

Safe Driving Speeds

- Driving Speed - @65MPH (Where Applicable)

General Notes And Rules

- Recommended Speed 65MPH.
- Wide Turns Are Necessary To Avoid Hitting Objects, Damaging Others, and The RV.
- Antenna MUST Be Lowered Before Moving The RV.
- Emergency Brake Must Be On To Open Sliders.
- Emergency Brake Must Be On To Operate Levelers.
- Do Not Operate Levelers When On Incline.
- Key Must Be In OFF Position To Operate Sliders.
- Slider Locks MUST Be In Place Before Moving The RV.
- Slider Locks MUST Be Removed When Opening Sliders.
- Roof Access Is NOT Permitted.
- Be Sure To Close All Vents, and Awing In The Event Of A Storm.
- No Flushing Anything Other Than RV Toilet Paper.
- No towing is permitted.
- VYNCS unit must stay plugged into vehicle at all times.
- These Agreements Are In Addition To Any Other Rental Agreements.
- If Failure To Follow Instructions Causes Damage To The RV, Then The "Renter" Has Full Responsibility In Regards To Claims/Repairs.
- Watch Angles, And Slopes That You Are Driving As The Camper Does Not Flex, And The Rear, Or The Front May Ground Out Causing Damage To The RV.
- Hydraulic Levelers Cannot Be Used On Angled Pads, or Unlevel Ground.
- Be Cautious Of Water Levels In The Tanks. Damages Occur When They Are Not Monitored.
- The RV Needs Correctly Wired 30Amp Connection For Shore Power.
- The RV Needs Correctly Wired 50Amp Connection For Shore Power.

"Renter" further acknowledges that the RV has a value of \$70,000.00 NOT INCLUDING personal property. In the event of an incident the "Renter" acknowledges that if repairs / adjustments are not made in a timely fashion that "Renter", and insurance parties may be responsible for other charges. (Storage, Loss of Use, Rental of temporary unit, etc.)

"Renter" further acknowledges that the RV has a value of \$35,000.00 NOT INCLUDING personal property. In the event of an incident the "Renter" acknowledges that if repairs / adjustments are not made in a timely fashion that "Renter", and insurance parties may be responsible for other charges. (Storage, Loss of Use, Rental of temporary unit, etc.)

I, _		hereby understand that my credit card transac	
	agree to pay the amounts listed. Fraud	ulently cancelling a credit card charge can res	ult in a legal action.
	Credit Card #	!	
	ltem:	:\$	
	ltem:	:\$	
	ltem:	:\$	
	Item:	:\$	
	ltem:		
I, \$	This "Temporary Hold"	do agree that a "Temporary Hold" is be " is to be used for "Authorized Misc Charges",	, Deposit, Damages, Etc.
-	information is destroyed.	sed, or dispersed. After transaction is comple sed to Owner accordingly when there is dama	
-	for claim.	d directly by Owner after repairs have been es	stimated, and forwarded
-		v involved with "Any" insurance claims / matte Owner will appear as J&S through PayPal.	ers.
	Renter Signature:	Date:	
	John Marsden:	Date:	

Violations

EZ Pass Violations Will Be Assessed At \$25.00 + Toll (Per Violation)

Speeding / Other Violations Will Be Assessed At \$250.00 + Violation (Per Violation)

Cleaning Fees (Multiple Fees Can Be Charged)

Pet Cleaning & Deodorizing Fee Is \$100.00 (Per Pet) (If a pet has been in the RV)

Basic Cleaning Is \$150.00 (Motorhome) (Cleaning the RV slightly more than a standard cleaning results)

Heavy Cleaning Is \$250.00

Other Fees (If Applicable)

Toilet Damage From Flushing Incorrect Items	\$350.00
Remote Control Missing	\$25.00
Broken TV	\$350.00
Broken DVD / BluRay	\$100.00
Broken / Missing DirecTV Receiver	\$350.00
Propane / Fuel	\$3.25 Gallon
Generator	\$5 Per Hour Over
Miles	Per Mile Over
Ripped Awning	\$3500.00
Broken Awning	\$5000.00
Missing / Broken Keys	\$350.00
Loss of OBD2 VYNCS device	\$350.00
Lost / Broken Satellite dish	\$1500.00
Lost / Broken PS4	\$450.00
Lost / Broken PS4 Game	\$60.00
# of Controllers: # of Remotes: _	
# of Batteries: Misc:	

of PS4 Units:

Agreement Terms and Conditions

This Rental Agreement is made by and between: "Renter" and "Owner"

1. <u>Definitions</u>.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign or we provide at the time of rental.

"Renter" or "Renters" means each person identified on the front of this Agreement as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the Renters' direction. All persons referred to as "Renters are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"Equipment" means the Vehicle and Trailer listed on the front of this Agreement, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

"Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.

"Loss of use" means the loss of our ability to use the Equipment for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. <u>Rental, Indemnity and Warranties</u>. This is a contract including for rental of the Equipment. We may repossess the Equipment at Renters expense without notice to Renters, if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees we incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment We makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment, except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. <u>Condition and Return of Equipment</u>. Renters must return the Equipment to our rental office or other location we specify, on the date and time specified in this Agreement hereto, and in the same condition that Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Equipment until we inspect it upon our next opening for business. Service to the Equipment or replacement of parts or accessories during the rental must have our prior approval. Renters must check and maintain all fluid levels.

4. <u>Responsibility for Damage or Loss; Reporting to Police</u>. Renters are responsible for all damage to, or loss or theft of, the Equipment, which includes the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if we elect not to repair the Equipment, plus loss of use, diminished value of the Equipment caused by damage to it or repair of it, and our administrative expenses incurred processing the claim, whether or not Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to us and the police as soon as Renters discover them.

5. <u>Prohibited Uses</u>. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:

(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;

(b) by anyone under the influence of any drug or alcohol;

(c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment;

(d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;

(e) to carry persons or property for hire;

(f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, _ to teach anyone to drive, or to carry objects on the roof of the Equipment;

(g) in any race, speed test or contest;

(h) to carry dangerous or hazardous items or illegal materiel;

(i) for travel outside of the United States or Canada, specifically excluding travel into Mexico;

(j) when loaded beyond its capacity as determined by the manufacturer of the Equipment;

(k) on unpaved surfaces, except at designated campgrounds;

(I) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment;

(m) to transport children without approved child safety seats as required by local law;

(n) when the odometer has been tampered with or disconnected;

(o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment;

(p) in a manner that causes damage to the Equipment due to inadequately secured cargo;

(q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and

(r) for anyone sitting, standing or lying on the roof of the Equipment.

6. <u>Insurance</u>. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

7. <u>Charges</u>. In addition to the basic trip cost stated on Quotation hereto, Renters will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including:

(a) time and mileage for the period Renters keep the Equipment, or a mileage charge based on our experience if the odometer is tampered with;

(b) charges for additional drivers;

(c) optional products and services Renters purchased;

(d) fuel throughout the trip, or if Renters return the Equipment with less fuel than when rented;

(e) applicable taxes;

(f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Equipment assessed against us or the Equipment;

(g) all costs, including pre- and post-judgment attorney fees, we" incur collecting payment from Renters or otherwise enforcing or defending our rights under this Agreement;

(h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;

(i) \$50, plus \$5/mile for every mile between the renting location and the place where the Equipment is returned, repossessed or abandoned, plus any additional recovery expenses we incur;

(j) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay us with a check returned unpaid for any reason; and

(k) a reasonable fee to clean the Equipment if returned substantially or materially less clean than when rented.

8. <u>Deposit</u> We may use Renters' deposit to pay all charges owed to us under this Agreement.

9. <u>Renters' Property</u>. Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the loss or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

10. <u>Breach of Agreement</u>. The acts listed in paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us for any criminal reports or prosecutions that we take against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' breach of this Agreement.

11. <u>Modifications</u>. No term of this Agreement can be waived or modified except by a writing that we have signed. If Renters wish to extend the rental period, Renters must return the Equipment to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and us. All prior representations and agreements between Renters, Authorized Drivers and us. All prior representations and agreements between Renters, Authorized Drivers and us.

12. <u>Waiver, Damages, Assignment</u>. An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters 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, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

13. <u>Trip Termination</u>. The Trip shall terminate at the earlier of the end of the Trip described in the Agreement, or at any time prior to the completion of the Trip by us in its sole discretion with or without cause by giving cancellation notice orally or in writing to any Renter. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of this Agreement shall survive any expiration, termination or cancellation of the Trip and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

14. <u>Headings</u>. The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

15. <u>Severability</u>. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

16. <u>Jurisdiction, Venue</u>. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of <u>NJ</u>. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in Ocean County, New Jersey. The Renters and Authorized Drivers irrevocably consents to such jurisdiction.

17. The above named party agrees, and understands that in the event that damage occurs to the unit that after the insurance finalizes their claims that any damage in excess of the insurance responsibilities, or limits will be the responsibility of the renter. These damages will be backed by a estimate for repairs from a licensed body shop.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

By:	
Renter, Driver	Renter, Driver
[print name] [date]	[print name] [date]
Renter, Driver	Renter, Driver
[print name]	[print name]
[date]	[date]
Renter, Driver	Witness
[print name] [date]	[print name] [date]

I, _____ do hereby authorize Owner to send all documents to the email address stated.

Email address, contact information is not sold, leased, or given to any other party that has no direct involvement in this agreement.

Email 1: _____

Email 2: _____

Owner: ____JMarsden92@Comcast.Net

John P. Marsden – Unit As Noted On Page 1

Mark Necessary Areas In Photos To Denote Damage Or Concern Issues



Initials:			

RV Departure Form

This form must be <u>completed for quality assurance</u>, insurance protection and to <u>ensure the best owner &</u> <u>renter experience</u>.

Important Reminder: prior to the arrival of your renters, you should have your RV or travel trailer completely ready to go (make sure you completed all tasks on the Pre-Arrival Checklist)

Step 1: Damage Walkthrough

The purpose of the walkthrough is to set an agreed condition baseline of your RV/trailer with the renter.

You should do a comprehensive review of the entire interior and exterior, including the undercarriage and roof. Point out all pre-existing damage and write it down in the here on this Departure Form. Invite the renter to point out any damage or wear and tear they see as well and write this down on the form.

Note Any Exterior Damages Here:

Please spend at least 10 minutes thoroughly examining your rig with the renter.

1.	
2.	
3.	
4.	
5	 -
6	

Note Any Interior Damages Here:

Please spend at least 15 minutes thoroughly examining your rig with the renter.

1.	
2.	
3.	
4.	
5.	
6.	

Step 2 : Training Walkthrough

The purpose of the Training Walkthrough is to educate your renter on the elements and nuances to operating your RV. Be thorough and remember things that seem obvious to you will not be as obvious to your renters!

You are responsible for ensuring your travelers have all the necessary knowledge. So please <u>checkmark each step</u> <u>below once it is completed</u>:

Generator Training	Kitchen Training	Bathroom Training
Furniture Training	Tire Training	Fluids Training
Hitch Training (trailers)	Water Hookup Training	Power Hookup Training
Cleaning Training	Slide-out Training	Unit Specific Training
Storage While Traveling		

Step 3: Setup Lesson

Now you teach renters elements of setting up and "taking down" camp with your RV or travel trailer. If your unit is a trailer, this will require you teaching them how to attach and detach the trailer. Again, be very thorough, and remember that things that seem obvious to you will not be as obvious to your renter.

It is important that you demonstrate and instruct on every element of setup and takedown, but also allow the travelers to each step themselves under your close watch. This way they will have confidence and knowledge from having performed each task, and you will be confident that they know what they are doing.

Initials:		

Step 4: Driving Lesson

Take your renters on a brief driving lesson around your area (allow all primary drivers a turn at driving the RV or towing the travel trailer) and answer any questions that come up 💻

Please note that failing to provide a driving lesson will nullify your case in a disputed claim.

Check off to acknowledge the renter understands these elements:

Engine Starting	Backing Up	Right Turn
Left Turn	Highway Driving	Gas Stations
Parking	Appropriate Speed	Residential Roads

Step 5 : Final Condition Check

At this point, give a final check of the RV to its roadworthiness. Please checkmark:

Tire Pressure	Motor Oil	Generator Oil
Windshield Fluid	Radiator Fluid	Transmission Fluid
Head Lights	Mirror Check	Turn Signals

Step 6: Renter Responsibilities

This step reminds the renter about their responsibilities as well as the additional fees they may incur if they fail to meet these responsibilities.

_____ Tire Responsibilities _____ Dumping Responsibilities _____ Late Fees

_____ Mileages Overages _____ Damage Responsibilities _____ Fuel Responsibilities

Step 7: Mileage & Fuel Readings

Record the odometer reading and fuel with the renter present:

Odometer Reading :______miles Generator Hours:_____

 Fuel Level:
 ______tank (ie Full, 3/4, 1/2, etc)

Propane Level:	(ie Full, 3/4, 1/2, etc)
----------------	--------------------------

Roof Condition:

Windshield Condition: _____

Awning Condition: _____

Step 8 - Sign Off & Send Off

Once the RV Departure Form has been completed and documented, both you and the renter (whoever signed the Rental Agreement) must sign off on the departure form below:

RV Owner	Renter
PRINT NAME	PRINT NAME
John Marsden	
SIGNATURE	SIGNATURE
Aug	
DATE	DATE

Required Photos:

Corner 1

Corner 2

Corner 3

Corner 4

Windshield

Awning

Roof

Interior Damage 1

Interior Damage 2

Interior Damage 3

Interior Damage 4

Exterior Damage 1

Exterior Damage 2

Exterior Damage 3

Exterior Damage 4

Misc Other 1

Misc Other 2

Misc Other 3

Renter Driver License

Renter Insurance Card

Odometer

Generator Hours

Black Tank Guage

Gray Tank Guage

Propane Guage