

Rental Agreement

This Rental Agreement ("Agreement") is made between Brian MacDonald ("Owner") and Renter as named in the execution of this Agreement.

By entering into the Agreement, Renter and Owner acknowledge that they have read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental.

The Parties have read and agree to the terms and conditions of this Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary operator and will take full responsibility for any damage or incidents occurring during the rental period.

Definitions and Basic Terms

Renter: The individual completing a booking or signing this Agreement.

Owner: The individual or legal entity accepting a booking, who may not own the Rental but rents it pursuant to a valid agreement with the unit's owner.

Rental: The motorized or towable vehicle rented, including tires, tools, keys, equipment, included plates, documents, and other property provided with the vehicle.

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. OWNER DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED.

Rental Period: Begins when Owner provides Renter with keys and possession of the Rental. Ends upon completed return of the Rental to Owner.

For delivered rentals, Renter's responsibility begins with possession of keys and ends when returned to the Owner or Owner's designated delivery driver. Any damage that occurs during the delivery of the Rental is the responsibility of the Owner up to the amount of the deductible.

Permitted Drivers and Operation

Only the Renter who completes the booking (Primary Driver / Operator) and other persons designated and verified ("Permitted Drivers") may operate the Rental.

Renter represents that all drivers, during rental period:

- Are at least 28 years old
- Have valid driver's licenses
- Are capable of safely operating a recreational vehicle

Recreational vehicles require more skill and expertise to operate safely than passenger cars. Spotters are recommended to assist the driver in backing up the Rental, and operating with safe clearance above, in front of, behind, and beside. Owner must inform Renter of the Rental's limitations, including clearance heights/widths, blind spots, and operating instructions. Renter agrees to operate the Rental on roadways with sufficient width and height clearance to avoid damage.

- **Towing Vehicle Compliance:** Only vehicles that meet all applicable manufacturing requirements, safety standards, and towing capacity specifications set by the manufacturer may be used and approved for towing. The use of any vehicle that does not meet these standards is strictly prohibited. The Owner reserves the right to inspect and approve any vehicle prior to use.
- **Passenger Restriction During Towing:** At no time shall any person, passenger or animal, be inside the rental unit while it is being towed. This includes but is not limited to travel trailers, campers or any towable unit. Violation of this provision is strictly prohibited and may result in immediate termination of the rental agreement, forfeiture of any deposits, and potential legal liability for any resulting damage or injuries. The Renter assumes full responsibility for ensuring compliance with this rule.

Renter is fully responsible for the passengers and occupants on board as well as the conduct of those passengers.

Prohibited Use

VIOLATION OF THESE PROHIBITIONS ALLOWS OWNER TO TERMINATE THE BOOKING AND VOIDS ALL LIABILITY PROTECTION AND OPTIONAL SERVICES. RENTER BECOMES FULLY LIABLE FOR ALL PENALTIES, FINES, DAMAGES, RECOVERY COSTS, AND LEGAL EXPENSES.

Vehicle will not be used or operated:

- By anyone under 28 years of age and / or not listed as an additional driver
- To carry people or property for hire
- In any race, test, or contest
- In a careless, reckless, unlawful or negligent manner
- Under the influence of alcohol or narcotics
- Outside the continental United States
- For any illegal purpose
- On unpaved roads (except graded private roads or driveways)
- When loaded beyond its rated capacity
- With more guests than the unit is designed to carry
- While driver is distracted, using a hand-held communication device, or smart phone

Additional prohibitions:

- Unauthorized pets in the Rental
 - Service animals that fall under the ADA guidelines will not require a deposit (ESA animals do not fall under this exception)
- Unauthorized use of the awning
- Anyone on the Rental's roof, regardless of whether the Rental is equipped with a ladder
- Failure to report damage or accidents promptly
- Leaving the Rental Unsecured

Fees and Charges

Rental Fees

- Rates are subject to change until reservation is confirmed with down payment to lock-in quoted price
- Reservation down payment is non-refundable and applied toward final charges
- Final payment is due 14 days before rental period commences
- No refund for late pickup or early return
- Changes to reservation incur at least a \$50 fee plus any rate differences

Security Deposit

A security deposit is required two days prior to pick up and will be refunded within 7 days of return when all obligations are met. Requirements for return include:

- Rental returned in same or better condition
- Holding tanks properly emptied
- No damage to the Rental
- All variable charges paid in full

Owner has 48 business hours to inspect the unit and notify the Renter of any issues or damages. If any damages are found, additional time may be required to obtain repair estimates. To the extent that the security deposit paid to Owner is insufficient to cover the damages incurred by Renter, Renter will pay Owner the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owner.

Tolls, Tickets and Other Charges

Renter must notify Owner of parking and/or traffic violations. Non-reporting will result in administrative charge of up to \$100.

Renter agrees to report to Owner and pay all tolls, tickets, fines, penalties, and court costs incurred during the Rental Period, plus reasonable administrative fees. In the event Owner uses a third-party collection service or agent to resolve any tickets, fines and penalties, Renter authorizes Owner's agent to contact Renter directly and agrees to pay all costs and collection fees without protest.

Summary of Rental Fees and Charges

Fee Type	Amount	Description
<u>Required Fees</u>		
Security Deposit	\$1,500	Required 2 days prior to pick up; refundable within 7 days if all conditions met
<u>Late Return Fees</u>		
Hourly Rate	\$75	Per hour
Hourly Late Fee	\$30 + hourly rate	Administrative fee plus prorated hourly rental rate
Extended Late Fee	\$100 + daily rate	Per 8 hours if causing cancellation of another booking
Towable Late Return	\$50/hour	After 12 p.m., up to \$500/day maximum
Delivered Late Return	\$50/hour	After 10 a.m., up to \$500/day maximum
<u>Cleaning Fees</u>		
Standard Cleaning	\$50/hour	Maximum \$150, if returned dirty
Deep Cleaning	\$300	For rentals requiring more than surface cleaning
Smoking Fee	Up to \$1,500	For any evidence of smoking in the Rental unit
Tank Cleaning	\$250 per tank	For prohibited items in waste tanks
<u>Incident Fees</u>		
Missing Key (Digital)	\$250	Fee for lost key fob/digital key
Missing Key (Manual)	\$50	Fee for lost standard key
Lockout Service	\$0.75/mile	Round-trip charge for Owner to unlock Rental
Battery Recharge	\$100 per battery	For depleted batteries after boondocking
Dumping Fee	\$150	If tanks not emptied as required
<u>Cancellation Fees</u>		
30+ days before rental	25% of total	Full refund, less RVShare service fees
15-29 days before rental	50% of total	Partial Refund, less RVShare service fees
0-14 days before rental	100% of total	No refund

Pickup and Return

Rental Commencement (Vehicle/Unit Pick-Up/Rental Departure)

- Time must be arranged 48 hours prior to pick-up date and/or must be based off of Campground check-in requirements.
- Allow a minimum of 1 hour for orientation, contract review, and processing.
- Owner ensures unit interior and exterior are clean, safe, and in roadworthy condition
- Renter and Owner will complete a walkthrough and complete and sign a Departure Form

- Owner will take photos within 24 hours of departure of exterior and interior of the Rental or insurance coverage will not apply
- Customer vehicle cannot be stored at Owner's pickup location. If Renter has unit delivered to a Campground, Renter may park at the Campground per campground's parking regulations.
- If any components are not working as expected, Renter must notify Owner immediately and submit photos or videos of defects.
- Towables: Renter acknowledges that their vehicle has sufficient towing capacity. Owner and Renter acknowledge joint responsibility to ensure towables are properly hitched at beginning of Rental.

Rental Conclusion (Rental Return)

Condition: (see "Cleaning and Maintenance" on p.6)

- Renter must ensure that the Unit is returned in the same condition as it was at time of pickup - clean on the interior and exterior and in full working order.
- Renter and Owner will perform a walk-through, and time-stamped photos will be taken for insurance purposes, and a Return Form will be completed and signed, noting any and all defects or damage.
- Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must document the condition of the Rental via photos no later than 48 hours after the trip ends. This is a requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or Owner may result in any claims being denied. Owner is not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter.
- After inspection, fees for damages, cleaning, dumping, or any other charges will be deducted from Renter's security deposit if applicable.

Time:

- Renter, or approved Permitted Driver, agrees to return the Rental by the checkout time indicated on the Booking Confirmation.
- Any rental extensions or late returns must be approved by Owner in writing.
- If rental is extended, Renter agrees that this Agreement will extend for the entirety of extended rental period.
- Early return times must be pre-arranged in writing. There are no refunds for early returns.
- If the Unit is returned at a different time than indicated in the Booking Confirmation, Renter forfeits their right to complete a return walkthrough with Owner.
- If Renter is late and delays the departure of or causes the cancellation of the next renter for that vehicle, the Renter will be responsible for any inconvenient fees or loss of revenue, whichever is greater.

Late returns will incur:

- \$30 administrative fee plus hourly rate of \$75 for each hour late
- \$100 administrative fee plus daily rate for every 8 hours late if causing cancellation of another booking

Towable units:

- Return by 1:00 p.m. MST on scheduled return day, unless different arrangement has been previously approved by Owner
- \$50/hour late fee for every hour after 1:00 p.m., up to a maximum of \$500/day
- Renter must empty and rinse holding tanks or pay dumping fee charged by Owner

Delivered units:

- The Renter is responsible for verifying the campground's check-in requirements and must coordinate the delivery time with the Owner at least 48 hours prior to the scheduled delivery date. Renter will be charged \$100 + hourly rate of \$75 for wait time to enter campground if check-in time is unverified.
- Renter will verify Campground checkout requirements and arrange pickup time with Owner prior to trip
- Requires 1.5 hours before campground checkout time
- Renter is responsible for any late fees charged by campground for late check-outs
- \$50/hour late fee after 10 a.m. up to \$500/day
- Tanks must be emptied and rinsed at least once for rentals over 3 days

Travel Restrictions

- No travel outside contiguous United States - no trips to Mexico or Canada
- Winter travel to below-freezing areas not permitted
- Summer travel to extremely hot areas not recommended
- No travel on unpaved roads or unmaintained gravel roads – ask Owner if unsure
- No travel through underground or underwater tunnels with propane vehicles
- Delivered units must not be moved once parked and leveled
- No towing without pre-authorization

Campground Reservations

- Unless boondocking (dry camping) is approved by the Owner, Renter is required to stay at a campsite with full hookups
- Owner is not responsible for campground reservations, including cancellations for any reason
- All campground reservations must be made separately with the campground's reservation agency
- Campground and campsite fees are separate from, and in addition to, the Rental price and fees
- No refunds will be given for campsite reservation errors

Cleaning and Maintenance

Cleaning

- Rental must be returned clean and in the same or better condition than Rental Commencement
- Renter agrees to wipe down counters and tables, wash cookware, remove all trash and debris.
- If unit is returned dirty
 - Standard Cleaning fee: \$50 per hour (max \$150) if returned dirty
 - Deep Cleaning fee: \$300 if requiring more than surface cleaning
- No smoking allowed – Smoke odors will incur additional smoking fee (separate from cleaning fees)

Waste Holding Tanks

- Nothing except RV-safe toilet paper in black tank.
- Nothing except sink/shower water in gray tank
- Any food particles in gray tank may cause a clog that requires extensive cleaning to remove
- \$250 cleaning fee per tank for prohibited items or tank clogs
- Tanks should be emptied when reaching $\frac{3}{4}$ capacity or every 3 days, whichever comes first
- Stay at campsite with full hookups unless otherwise approved
- If Renter fails to stay at a campsite with full hookups (including on-site dump station) Renter will be charged a \$150 dump fee

Maintenance

Owner is responsible for checking all fluid levels, tire pressure, and wheels prior to rental departure.

Problems and Roadside Assistance

- Report damages immediately
- Contact Owner at **(480) 519-3838** regarding emergencies or concerns
- No refunds or credits for issues beyond Owner's control, including but not limited to:
 - flat tires, weather, systems within Rental that were working at pick-up / delivery (i.e., refrigerator, heater, LED lights, sound system, etc.)
 - damages to any part(s) of the Rental unit, whether Renter was at-fault or not, or due to Renter's or any guest's negligence.
- Should a repair be made without consulting Owner, Renter assumes liability for the repair and any subsequent repairs needed
- No reimbursement for out-of-pocket repairs will be paid to Renter unless Owner has been contacted, and Owner gives prior authorization.

Roadside Assistance

Every booked reservation through RVShare includes Roadside Assistance, provided by Questx Tow Network (“Quest”). They are available nationwide to assist with issues 24 hours a day, 7 days a week.

Please note that the roadside assistance program does not cover the cost of replacement parts. To contact Quest and request 24/7 assistance, please call **(855) 229-9696**. Please have your reservation number (found by logging into your RVShare Dashboard, then selecting “Trips”) available at the time of the call. Quest may request permission to locate you based on your cell phone location.

Tires

- For towable units:
 - Renter is responsible for replacement - Damaged tire must be replaced with same type/size
 - Renter must keep receipts and defective tire(s) to receive reimbursement from road hazard warranty
- For delivered units: Owner is responsible

Lockout/Lost Keys

Manual Locks with Keys:

- Lockout assistance: \$0.75 per mile (round trip) for Owner to unlock the Rental
- Missing key fee: \$50
- If key is found after Owner is en route, Renter pays only for mileage up to that point
- Missing key upon return: \$50 fee

Damage Responsibility

Renter is responsible for loss or damage (due to any cause regardless of at fault, including, but not limited to collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature) occurring during the Rental Period up to the deductible in their protection package. Violations of this Agreement make Renter responsible for the full claim amount.

Both parties will document the Rental's condition upon Pickup and Return with photos and a completed Departure Form and Return Form documenting existing defects or damage. All damage noted in the Return Form not listed in the Departure Form becomes Renter's responsibility.

Specific damage protocols:

- All accidents, theft, or vandalism must be reported to police and Owner promptly with copies of reports provided

- For vandalism or hit-and-run damage, insurance claims require a police report
- If the security deposit is insufficient for damages, Renter will pay the difference
- For after-hours returns, Renter remains responsible for damage occurring before Owner's acceptance (up to 48 hours)
 - Renter-provided drop-off photos showing no damage will be considered in dispute resolution
 - If the Rental was involved in a motor-vehicle accident not Renter's fault, causing early period end, Renter may be able to recover costs from at-fault driver's insurance, but Owner does not guarantee this
 - If Renter is at fault for damages or mechanical failure, Renter is responsible for the entire contract amount plus any loss of future rental income
 - Renter is responsible for damages or theft of:
 - Couches, chairs
 - Beds, bedding, linens,
 - Kitchen utensils, tableware, cookware,
 - Counters, walls, additional extras and add-ons.
 - Renter's personal property left in the Rental is not the responsibility of Owner
 - Owner is not responsible for loss of, theft, or damage to any property in or on the Rental.

Special Policies

Abandonment

- Abandonment means leaving the Rental unit, for any reason, with no intention of returning to it or delivering it back to Owner/drop-off location.
- If Renter abandons the Rental unit, the Renter will forfeit the entire security deposit plus any applicable fees for damages, lost/missing keys or items/parts from the Rental unit.
- In the event the Renter abandons the Rental unit without signing return documents, the Renter agrees to waive the Renter's rights to dispute any claims due to damages, overages, or vandalism.

Appliances

- If malfunctions occur, please contact Owner
- No compensation will be given for malfunctions of convenience items such as; i.e., Air conditioning, awning, radio, microwave, TV, etc.

Awnings

- Usage may be restricted by Owner
- If usage is approved by Owner:
 - Use with caution - damages are 100% Renter's responsibility
 - Always retract awning during wind and rain events
 - If awning becomes damaged: fabric must be kept in possession of Renter and returned to the Owner in order for damages to be covered by the purchased protection package

- Damage costs may exceed security deposit amount

Propane

- Owner will provide 2, full 30-gallon tanks at the beginning of rental. Any additional propane required will be the responsibility of Renter
- Renter is responsible for refilling if propane is fully depleted during extended rental
- Propane tanks are personal property of Owner, and should be refilled, not exchanged

Boondocking/Dry Camping

- Not allowed unless pre-approved by Owner
- Renter takes full responsibility for limited capabilities
- Recharging/replacing batteries is Renter's responsibility
- Battery charge will be measured upon return \$100 fee per battery if returned with low charge

Generator Use

- Generator must be approved by Owner prior to use
- Must be kept outside, and placed at a reasonable distance – do not use inside the unit
- Never leave unattended or run overnight
- Renter responsible for fuel and operation
- Cannot be stored inside the Rental
- Renter is responsible for refilling generators with fuel

Cancellation Policy

If Renter Cancels:

Renters are entitled to a full refund, less the RVShare service fee, for all cancellations made at least 30 days prior to the rental start date. Renters are entitled to a 50% refund, less the RVShare service fee, for all cancellations made at least 14 days prior to the rental start date. Less than 14 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including the RVShare service fee will be granted.

If Owner Cancels: May cancel due to unforeseen circumstances with full refund provided.

Prohibited Items and Activities

Smoking

No smoking or vaping of any kind in Rental units. Violations forfeit the entire security deposit plus up to \$1,500 smoking fee.

Drugs

Strict no drugs policy. Evidence of illegal substances will forfeit entire security deposit and may involve law enforcement.

Pets

- 2 dogs maximum
- No cats - no exceptions
- All pets must be pre-approved by Owner
- Owner reserves the right to accept or decline any pet for any reason
- ADA qualified service animals allowed - no deposit required
 - ESA animals are not included in this exception
 - Pet fees for service animals may not be charged; however, the Owner may collect fees for any damage sustained to the Rental by the service animal.
- Not allowed on upholstered areas
- Pet fee and additional \$250 refundable deposit required
- Additional cleaning fee will be charged for large amounts of pet hair
- If pet damages occur, including evidence of pet feces or urine, Renter will forfeit the pet deposit plus regular security deposit, and any excess damage will be charged to Renter.

Food and Odors

- Strong-smelling foods must be prepared outside the Unit
- Renter will be charged full deep cleaning fee for strong odors inside the Unit

Insurance

Renter is responsible for all damage or losses caused to themselves, their property, and the Rental. Renter must provide proof of insurance. Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Owner, and/or third parties for the Rental being towed. Renter is solely responsible for all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental. R

Indemnification and Limitations of Liability

Indemnification by Renter. Renter shall forever defend, indemnify, and hold Brian MacDonald, Owner and any affiliated ownership and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Owner or otherwise. It is agreed and understood that Owner has the right to control the defense of any such claim.

Attorney Fees. Should Renter file a claim against the Owner in court or otherwise, and should Owner prevail in court or similar venue, Renter shall be liable for all legal costs including reasonable attorney fees, court filing fees, and other direct monetary damages.

Recapitulation

- Renter agrees to rent Owner's vehicle as provided in this Agreement.
- Owner is not responsible for any charges related to the non-availability of a Rental unit for reasons beyond our control i.e. breakdowns or late returns.
- Owner is only liable for the amount of deposit and/or any fees paid by Renter that are not applicable

RENTER SIGNATURE

Name: _____

Signature: _____

Date: _____