

Classic C RV Rentals Contract

Renter(s) Information:

Renter's Full Name _____
Full Address _____

Phone _____
Email _____
Driver's License No. _____
Exp. Date _____
Birth Date _____
Renter's Insurance Carrier _____
Additional Driver's Name _____
Driver's License No. _____
Exp. Date _____
Birth Date _____

Owner(s) Information:

Owner's Full Name Clayton D Smith
Full Address 207 Hitt St
Waxahachie, TX 75165
Phone 817-266-0769
Email cdsmith@classicrvrentals.com
Vehicle 2019 Forest River Forester
VIN 1FDXE4FS5KDC04204
License No PZV-2141 TX

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 we bill charges 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 private owner(s) renting the Vehicle to you.
- "Web Platform" means the rental search engine that may have been used by the private owner(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 Owner(s) of the RV in any suit brought against them.
- You are covered by a web platform-supplied insurance policy with a \$_____ deductible, by a Certificate of Insurance from your insurance company, or by a commercial insurance policy from the owner. The policy does not cover chips in the windshield or other glass. The policy does not cover interior damage.
- 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. You will usually pay only the insurance deductible.
- You must report all accidents involving the vehicle to us and the police within 6 hours 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 **Class C Forest River Forester** VIN **1FDXEFS5KDC04204** from **Clayton and Deena Smith**(Owner(s)) under the following terms and conditions:
2. The rental shall be from _____ to _____ (**? nights**).

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3. You agree to pay a gasoline and a propane fee of **\$49 each**, plus the actual cost of propane or gasoline to refill the propane or gasoline tank if it is returned less than full.
4. **Smoking/vaping/illegal drug use or glitter is prohibited in the vehicle.** Suppose there is evidence of smoking, vaping, illegal drug use, glitter, or strong odors. In that case, you will be subject to the additional cleaning fee of up to **\$399** plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
5. The refundable security deposit for this rental is **\$1,900**.
6. No refund will be given if you prepay for a service but do not use it.
7. You agree to pick up the vehicle at the specified location at the pre-arranged time. **A late pickup fee of \$65 per hour will be charged for each hour that the vehicle is picked up late. If extenuating circumstances exist, this fee may be waived at the Owner(s)' sole discretion.**
8. You agree to return the RV by the agreed upon time, but no later than **5:00 PM Central Standard Time**, on the return date of / / **2023**. **Unless arrangements have been made for a late return, a \$65 per hour late fee will be charged for each hour that the vehicle is returned later than the pre-arranged time. If extenuating circumstances exist, this fee may be waived at the Owner(s)' sole discretion.**
9. **We have 72 hours from when you return the RV to inspect it for damage not noticed at check-in. You have 72 hours from when we submit the final check-in forms to dispute any damages or other charges.**
10. You release the (Owner(s) 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.
11. You agree to pay us on demand for all charges due 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) **\$499**, plus **\$0.39/mile** for every mile between the renting location and the place where the Vehicle is returned, 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.
12. You have truthfully disclosed the identity and proper age of all drivers.
13. You agree to return the vehicle in the same condition in which it is received. This includes an odor-free and clean interior of the RV.
14. **You agree that towing requires prior approval.**
15. You are responsible for checking and maintaining all fluid levels during the rental period. **This includes checking the generator oil weekly if you use the generator.**
16. Unless authorization is obtained from the owner(s), no repairs, replacement of parts, or service shall be completed during the Rental period.
17. The owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter resulting from a breakdown or any other delay problems. The owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
18. You agree not to take the vehicle outside the continental United States.
19. You are responsible for reporting all accidents, incidents of vandalism, or theft to the police and the owner(s) upon discovery.
20. You agree that all driver information has been reported accurately and that no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license.
21. You agree that all insurance information (if applicable) provided is valid.
22. You agree that Vehicles shall not be driven off-road or on unpaved surfaces or very rough roads of any type.
23. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel or LP gas, wastewater dumping, 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.
24. This is a contract for the Rental of the Vehicle. We may repossess the Vehicle at your expense without notice 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.
25. 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.
26. You must return the Vehicle to the place of pickup or other location that we specify, on the date and time specified in this Contract, and in the same condition that you received it, except for ordinary wear.
27. 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.
28. 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

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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 United States; (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) **on unpaved or very rough roads**; 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) **using the awning in high winds**; (f) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (g) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (i) **taking the RV to Burning Man or EDC (Electric Daisy Carnival music festival)**; (j) disabling the **DASHCAM or TPMS Tire Pressure Monitoring System**

29. We may use your deposit to pay any monies owed under this Contract.
30. 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 our negligence caused the loss or damage or was otherwise our responsibility.
31. 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 **Texas** and **Ellis County** govern this Contract.
32. **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(s) during the trip will be done for these items if there are issues. These include DASHCAM, TVs, antennas, CD and DVD players, radios, satellite radios, satellite dishes, battery packs, microwave ovens, stoves, hair dryers, fans, coffee makers, reclining seats, and left/right/rear cameras.**
33. 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.
34. You will indemnify, defend, and hold us harmless from and against any claim arising from 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.
- By signing below, you acknowledge that you have been allowed to read this Rental Contract, including the Terms and Conditions, before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this Contract, including later payment of any traffic, toll, or parking violations assessed against the Vehicle.

Renter(s)' Signature: _____ **Owner(s)' Signature:** _____
Renter(s)' Name: _____ **Owner(s)' Name:** _____
Date: _____ **Date:** _____
Time: _____ **Time:** _____

Revised: 2023-07-13

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