## **RV Rental Agreement**

This agreement constitutes a contract between the person(s) named on the contract and

Alan and Laura Ball

Alan and Laura Ball Rental and Renter agree as follows:				
NUMBER OF ADULTS:; CHILDREN				
RESERVED DATES:	RETURN DATES: .			
RENTER HOME PHONE <u>:</u>				
RENTER ADDRESS (Include City, State, Zip):				
RENTER NAME:	<u> </u>			
DENTED NAME.				

## 1.RV SLEEPING CAPACITY:

Class A Thor Windsport - 7 people

You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the Rental, and unless prior written approval has been granted by Alan and Laura Ball, you agree to abide by such limitations. Above Renter is at least <u>25 years of age</u> and will be an occupant of the unit during the entire reserved period.

- **2. PICKING UP YOUR RENTAL:** Renter will need at least 45 minutes to check-out on the first day of the reservation. This allows a full orientation of all aspects of the unit you have selected. Pick-Up is based on scheduling and availability. Earlier pickup times may be accommodated as a courtesy only. All pickups are scheduled and by appointment only. If appointment time is missed, the pick-up time can be reschedule for the next available opening.
- **3. RETURNING YOUR RENTAL:** Rentals are due back by 5:00 p.m. on your scheduled day back. Late returns, without prior approval will result in additional late charge. Abandonment fee of \$250.00 will be charged for not returning the RV to the agreed upon location on check out time. While we do a complete walk-through of the Rental upon return, we have a 10-day "post rental" detailed inspection that is completed to ensure there are no issues with the Rental following your time period. After we have completely checked in the Rental, we will credit back (within 14 business days) your <u>FULL</u> deposit refund (*less any adjustments for damages or fees, if applicable*). Late returns are charged a \$50.00 fee starting an hour after 5:00 pm return time. Our goal is to make sure the next renter has a properly prepared and cleaned Rental. If Renter chooses to allow Alan and Laura Ball to clean and empty the black and gray holding tanks, a \$15.00 fee will be subtracted from the deposit.
- **4. PAYMENT POLICY:** A reservation/damage deposit of \$500 is required at time of pick up. Payment of 50% is due at time of booking, 50% is due at time of pick up. No personal checks accepted.
- **5. CANCELLATION POLICY:** 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 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 start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including RVshare the RVshare service fee will be granted.

**6. RENTAL INSURANCE:** Rental insurance must be on any unit at all times. If the Renters insurance company does not cover the unit, RV Share's third party insurance company can be used. The reservation deposit of \$500 is to ensure the rental is guaranteed the funds needed be used toward any insurance deductibles, damages, fees, lost items and/or lost income from a damaged unit. If the rental is returned without said damages, the FULL \$500 will be returned to renter within 14 business days.

The Security Deposit, held on credit/debit card is provided as security against damage to the Rental, theft, late check-out and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by Alan and those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Laura Ball hereby agrees to indemnify and hold Alan and Laura Ball harmless from any and all claims, including Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Alan and Laura

Ball harmless with respect thereto. Renter(s) agrees to indemnify Alan and Laura Ball for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage result from a renter(s) occupancy, Alan and Laura Ball are 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. Alan and Laura Ball are not responsible for the articles left on premises. There will be a charge for shipping and handling for the return of any articles found. Lost and Found items will be held for 30 days.

- **7. CLEANING:** Each property will be inspected, sanitized and cleaned after your departure. We ask that the unit be returned in the same general condition that you received it. If a significant cleaning is required, appropriate charges will be deducted from your deposit at flat fee of \$75.00. Please be sure to empty the holding tanks before the unit is brought back. If Renter would rather not empty, Alan and Laura Ball will empty for the Renter at an additional \$15 charge.
- **8. NO SMOKING IS ALLOWED:** Since many people have allergies and it is difficult to remove the odors and allergens associated with smoke, we must STRICTLY ENFORCE this policy. If evidence of smoking inside rental is found, Alan and Laura Ball reserve the right to charge \$75 to Renter for damage by smoking and cleaning associated with smoking which will be deducted from deposit.
- **9. WHAT WE SUPPLY**Included in your reservation, Alan and Laura Ball supply the Rental with clean sheets, towels, all your kitchen/bathroom item needs. EACH ITEM TAKEN FROM THE UNIT WILL RESULT IN A CHARGE OF \$20 EACH TO YOUR CREDIT CARD. Since we provide the normal amount of toilet paper, paper towels, sheets, bath towels, dishes and other items to get you started, it may be necessary that you would need to bring additional items for your personal use during your visit.
  - **10. MILEAGE POLICY:** The renter is allotted 100 miles per night at no charge. Any additional miles will be charged \$.35 per mile. This charge will be assessed and paid at the Rentals return.
  - **11. RENTERS LIABILITY**: Renter agrees to accept liability for any damages caused to the Rental by renter or renters guests, including, but not limited to, damage to the Rental in any way or damage to any appliances and/or equipment funished. equipment furnished. If damages are in excess of the security deposit being held, renter agrees to reimburse Alan and Laura Ball for costs incurred to repair/replace damaged items.
  - **12. HOLD HARMLESS**: Alan and Laura Ball do not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Alan and Laura Ball accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.
  - **13. AWNING:** Due to the weather changing in a matter of seconds, the awning can be used at the renters risk. The renter is liable for any and all damages caused to and by the awning.

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14. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Alan and Laura Ball, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Alan and Laura Ball free and harmless of any claim or suit arising therein. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest violates any conditions of this agreement, Alan and Laura Ball may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event Alan and Laura Ball have to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Port St. Lucie, Florida, and consents to the personal jurisdiction of any proper court located therein.

## REMEMBER THAT YOU ARE RENTING OUR PRIVATE RENTALS. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

RENTER PRINTED NAME		
RENTER SIGNATURE	DATE	
RENTER PRINTED NAME		
RENTER SIGNATURE	DATE	
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