

## **RV RENTAL CONTRACT**

I/We have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing I/We are drivers and take responsibility for any damage or incidents occurring during the rental period. I/We understand that only approved drivers are allowed to operate the vehicle. For purpose of this agreement, the term 'Renter' will be used and represent any and all persons signing next the Renter designation.

### **Security and Overage Deposit & Authorization**

Renter agrees to pay for fix to any and all damages that may be caused during rental period. In addition, Renter agrees to pay for the following (separate from other damages and should they exist):

1. Only RV approved toilet paper will be used or a minimum \$300 fee will be applied towards professional tank cleaning. RV approved toilet paper can be found in the camping section in WalMart.
2. Cleaning fee: if RV is not returned free of trash, grime, stains, grease, etc., a \$175 cleaning fee will be assessed. Owner will be responsible for sanitation, vacuuming, and general cleaning of provided linens/towels which will not be required by renter.
3. This is a non-smoking unit. Smoking in the unit will result in a minimum \$500 charge for deep professional cleaning or replacement of affected items.
4. No additional damage (not including those already damaged and stated in this contract) was done to the vehicle (incl. interior damage).
5. Pets (if applicable): pets or animals must be pre-authorized. Failure to receive prior approval of pet will result in a \$200 fee and any damages caused by animals will be deducted from security deposit. Should damages exceed security deposit, Renter agrees to reimburse Owner within 48 hours.

Owner has up 72 hours from the return of the unit to inspect the unit for damages and notify Renter at which time Renter has 48 hours to provide payment.

### **Drivers and Renter**

Renter(s) acknowledge and agree that only approved drivers per the rental platform will be permitted to drive the unit.

### **Condition of Rental & Responsibility for Repair**

Renter is responsible for all damage to the rental, missing equipment, and Owner's administrative expenses connected with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter. In the event of any loss or damage to the RV or any personal property or bodily injury claim, that occurs during the rental period due to any cause regardless of fault, will be the responsibility of the renter. When accepting the rental, Renter and an authorized representative of Owner will complete a RV Departure Form of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of same. Owner is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the Owner return inspection which are not noted on the RV Departure Form completed by Renter and Owner when accepting the rental shall be the sole responsibility of Renter and Renter shall reimburse Owner for the cost of the repair. Renter will make direct payment to Owner within 48 hours. Renter must report all accidents or incidents of theft or

vandalism to the police as soon as Renter discovers them and provide a copy of the police report to Owner. Renter must report all accidents involving the rental to the Owner within 2 hours of occurrence and provide a copy of the accident report to the Owner. In the event of vandalism or if damage occurred as a result of vandalism, no insurance claim can be processed without a police report.

### **Insurance & Costs**

The Renter is responsible for all damage or losses caused to themselves, their property, and third parties. In the event of an accident (i.e. RV being damaged by another vehicle in the parking lot), Renter agrees to have a police report drawn up for insurance purposes. **Renter is responsible for windshield fix/replacement in the event of damage to windshield while in their possession. Renter responsible for tire/wheel repair in the event of damage caused by road hazards while in their possession.**

### **Right of Possession**

Owner shall always have a superior right of possession of the rental over Renter. In the event that Owner's officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, Owner shall have the absolute right, but not the obligation, to recover the rental from Renter regardless of the amount of time remaining in the Rental Agreement. In the event Owner recovers a rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

### **Additional Conditions**

This Agreement does not create any type of partnership between Renter and Owner or rental owner. This Agreement may not be cancelled or modified except in writing signed by all parties. This Agreement is not assignable by Renter. Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter's use of the rental (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be exclusively in the County of Owner's operation. This Agreement shall be construed in accordance with the laws of the state of Owner's operation. Renter agrees that in the event Owner prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs and attorney's fees incurred in that action. Warranties, Releases, Indemnification and Assignment Renter acknowledges that Owner may not own the rental it is renting to Renter and rents the rental pursuant to a third-party agreement with the owner of the unit.

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION.

### **RV Condition at the time of pick up**

The unit you are picking up is clean inside relative to normal wear and tear for the year. Return Policy: The rental must be returned in the same condition as it was at the time of pickup (in full working order and free from rips, major stains on upholstery, tears, holes, etc). Any issues or items of damage will be noted on the pick-up inspection sheet to hold the Renter harmless for those items.

Activity on the roof of the unit is forbidden. Should you choose to use the awning, If damage to the awning occurs during the rental other than the prior damage as noted, the Renter will be wholly

responsible for the full cost of repair in addition to any insurance deductible if applicable. Awning Usage Allowed During Rental: **NO**

**General Requirements:**

Renter agrees not to use, or permit use of the rental for unlawful purposes. Renters will hold Owner harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Renter further agrees to indemnify and hold harmless the Owner from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use and operation of the RV Rental. Unless prohibited by law, the Renter releases the Owner from any liability for consequential, special or punitive damages in connection with the RV Rental. Renter shall hold harmless, other client owners, Owner, and its authorized agents and employees from and against any and all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from the RV Rental during the Renters possession extending to such time RV Rental is completed and cleared by Owner, including without limitations, latent and 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 may control the defense of any such claim. By signing below, you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign.

Signatures acknowledge that renters have read and agree to the policies, rules, terms and conditions. These terms and conditions are expressly made part of the rental agreement (the "Agreement") by and between the person(s) listed on page one (herein collectively referred to as ("Renter") and RV Rental Owner ("Owner"). The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Owner, it has also released and/or indemnified the officers, employees, and agents of Owner.

RENTER/DRIVER 1 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RENTER/DRIVER 2 SIGNATURE (if applicable): \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_

Signature acknowledges that Renter/Drivers have read and agree to the above policies, terms and conditions

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Signature acknowledges that Renter has read and agrees to the above policies, terms and conditions.