

## RV Rental Contract

### Renter(s) Information:

Renter's Full Name

### Owner(s)/Property Manager Information:

Owner/Manager's Full Name

Nasreen & Beau Rouin

Full Address

Phone

512 5770906/512 9199457

Email

therouinhouse@gmail.com

Vehicle

2020 InTech Flyer Pursue

VIN

7H0TR1011LN002524

License No

### 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 charges are billed by us 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) and property manager(s) renting the Vehicle to you.
- "Web Platform" means the RV Rental search engine used by the private owner(s) and manager(s) as an intermediary only.
- "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) and Property Manager(s) of the RV in any suit brought against them.
- You are covered by a web platform supplied insurance policy **with a \$ 0 deductible**, or by a Certificate of Insurance from your insurance company, or by a commercial insurance policy from the owner. Chips in the windshield or other glass is not covered by the policy. Interior damage is not covered by the policy.
- 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 must report all accidents involving the Vehicle to us and the police within 24 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 **InTech Flyer Pursue 2020** VIN **7H0TR1011LN002524** from (Property Manager(s)) and Nasreen & Beau Rouin (Owner(s)) under the following terms and conditions:
2. **Rental dates:** The rental shall be for the days booked on the site.
3. **Sum:** The sum of the rental shall be **the amount owed on the site to Nasreen & Beau Rouin along with the required fees to Outdoorsy/RV share. + \$600 deposit and \$50 pet fee for upto 2 pets** USD (if applicable).
4. **Renter pick up:** 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. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
5. **Renter drop off:** You agree to return the RV by the agreed upon time and date (in the rental request/agreement). **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 or a late return fee of **\$150 a day** if you do not return the vehicle as originally agreed. **This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
6. **Owner deliver/pick up:** You understand that there is a charge of \$4 a mile for delivery and pick up (and we offer deliver/pick up upto a 50 mile radius). If you request for delivery and/or pick up you agree to pay the charged amount.

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7. **Sum/Cleaning fee:** You understand that the sum of the rental includes a prep fee of **\$30**. There will be no charge if the trailer is returned clean/in the condition it was picked up in. There will be a fee of **\$250** if not returned clean.
8. You understand that a **cleaning fee** is not the same as a **prep and sanitation fee**.
9. **Pet fee:** Pets are permitted in the vehicle if it has been disclosed when booking and the pet deposit fee has been paid. If there is evidence of a pet without disclosure/agreement and a pet deposit, you will be subject to an additional cleaning charge of **\$200** plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
10. **Smoking/vaping is not permitted in the vehicle.** If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of **\$200** plus potential forfeiture of your entire security deposit and/or **\$1000** fine at the manager's/owner's discretion.
11. **Drugs/recreational drugs are not permitted in the trailer.** Any evidence of the storage or usage of illegal substances and drugs will forfeit your entire security deposit and a **penalty fee of \$2000 (or whatever is higher)**. Travel trailers return with any evidence of drug usage including transportation of drugs will result in law enforcement being called and to collect evidence (when filing a report).
12. **Lost Keys:** If you lose the keys you will be charged **\$30/key** to replace the keys along with the labor/locksmith cost.
13. **Tracking:** A GPS tracker has been installed in the unit to monitor speed limit and location.
14. **Wireless break controller:** The cost of renting the wireless break controller is **\$50** (one time fee). If the wireless break controller is damaged or stops working while the unit is rented to you, a fee of **\$285** (cost) will be charged to your card to replace the item.
15. **Training/Use of rental:** We will send you videos (if applicable) / links to watch that takes you through the pre rental orientation process. These videos will also cover the right way to operate and use the trailer. Depending on the experience you have with travel trailers, when you come to pick up the trailer, we will have a 20 minute to 60 minute orientation to review the instructions on using the trailer. We will also provide you with a detailed manual to help operate the trailer.
16. **Damage/Minor repairs:** If the trailer and/or contents in the trailer are damaged during your rental, you are required to pay for all the damages including damage caused by acts of nature (wind, rain, earthquake, fire, flood) etc. If you are in an accident you are required to obtain a police report, contact the other parties insurance company and contact us immediately on 512 577 0906 or 512 919 9457. Any damages need to be reported to us immediately. Please do not attempt to repair the damage yourself. You can take it to an authorized repair shop after consulting with us. Please remember if something is damaged or destroyed you are responsible for its repairs/replacement (from an authorized dealer). If it is a minor issue please reach out to us.
17. **Appliances including kitchen items:** Please remember to use the surge protector when plugging in the trailer. The air conditioner, awning, radio, jacks, kitchen items, toiletries, camping chairs etc. are convenience items. If any malfunction, breakage should occur with any of these items no compensation will be made. Please contact us immediately on 512 577 0906 or 512 919 9457. If you would like to replace kitchen items like a pot, pan, etc. please speak to us before making any purchases.
18. **Additional Charges:** Additional charges like dumping, cleaning, pick up/delivery fees will be charged if the contract/agreement is not adhered to.
19. **Refunds:** No refund will be given if you prepay for a service but do not use it.
20. You, \_\_\_\_\_, release \_\_\_\_\_ (Property Manager(s)) and **Nasreen & Beau Rouin** (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.
21. **Payment:** 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 **\$1/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-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **\$150** for each day that it is unusable or unrentable; (h) **we will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in;** (i) if the vehicle is equipped with a GPS and it records a speed in excess of **65mph**, there will be a safety assessment of **\$49** for each day that the speed was in excess.
22. **Identity disclosure:** You have truthfully disclosed the identity and proper age of all (verified) drivers and no driver under 25 is driving the vehicle. The vehicle will only be operated by the verified driver/drivers disclosed in the rental form/agreement. In the event the person driving is not the verified driver you will lose your security deposit.
23. **Return:** You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
24. You have read and agree to all rental rates.
25. **You agree that towing requires prior approval and is only allowed by Outdoorsy/RV share.**

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26. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
27. The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
28. You agree not to take the vehicle outside of the continental United States or Canada.
29. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
30. You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license.
31. You agree that all insurance information (if applicable) provided is true and valid.
32. 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, time and mileage, 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.
33. This is a contract for Rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, 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.
34. 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.
35. 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.
36. 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.
37. 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 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 and Canada; (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 roads (if not permitted)**; 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**; (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**; (j) **disabling the GPS** if so equipped.
38. We may use your deposit to pay any monies owed us under this Contract.
39. 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 the loss or damage was caused by our negligence or was otherwise our responsibility.
40. 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 **respective counties including but not limited to Travis County** govern this Contract.
41. **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 Property Manager(s) or Owner(s) during the trip will be done for these items if there are issues. These include TVs, antennas, CD and DVD players, radios, toasters, hair dryers, fans, coffee makers, vacuum cleaners, artificial fireplaces, swiveling seats and left/right/rear cameras.**
42. 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.
43. You will indemnify, defend, and hold us harmless from and against any claim arising out of 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.

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By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract in its entirety, 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: \_\_\_\_\_

Manager(s)' / Owner(s)' Signature: \_\_\_\_\_

*Nasreen Mirza Rouin / Beau Rouin*

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Time: \_\_\_\_\_ Time: \_\_\_\_\_

Revised 2020-07-05

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