

TRAVEL TRAILER RENTAL AGREEMENT: This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Alex Moye-Elerath & Broedy Elerath-Moye (the "Owner") and

\_\_\_\_\_ (the "Renter") for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. Rented Property. Owner hereby rents to Renter and Renter hereby rents from Owner the following Travel Trailer (the "Trailer"): 2017 SerroScorry S188RBR VIN: 1NL1GT22H1125962, to have and to hold, subject to the terms and conditions herein, for the Rent Term (as hereinafter defined).

2. Trailer Location. The Trailer shall be delivered and/or placed at the following location:

\_\_\_\_\_  
(the "Trailer Site") during the Rent Term (as hereinafter defined) by ☐ Owner ☐ Renter. (If delivered and placed by Owner, delivery fee shall be charged as described in section 4(d)) Renter acknowledges that Owner is not responsible for any costs or fees associated with occupying the Trailer Site. Renter shall not hold the Owner responsible for electrical insufficiencies at the Trailer Site/ location. Renter acknowledges that this unit requires 30 amp/110v RV receptacle for power, a sewer inlet connection for bathroom use and a potable fresh water supply connection.

3. Rent Term. The Rent Term shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM. Notwithstanding anything herein to the contrary, Owner may repossess the Trailer at Renter's expense without notice to Renter if the Trailer is used in violation of law or this Agreement.

4. Rent, Deposits, and Fees

- a. Reservation Deposit. A Reservation Deposit in the amount of 50% the total Rent Term (as hereinafter defined) (the "Reservation Deposit") shall be paid to the Owner upon booking the Trailer as a fee to hold the Trailer for the Renter for the Rent Term. The Reservation Deposit shall be applied to the Base Rent (as hereinafter defined) when the Trailer is delivered and the Rent Term begins. The Reservation Deposit shall be considered earned and payable to the Owner upon booking unless otherwise indicated herein.

- b. Security Deposit. Renter shall: ☐ provide a security deposit in the amount of \$500, or ☐ Purchase a Security Deposit Waiver provided by RVSHARE.COM during booking (hereinafter defined as "Security Deposit") to be held and used, at

the Owner's discretion, for any and all unpaid rent, fees, charges, and costs chargeable to Renter.

- c. Base Rent. Upon the delivery of the Travel Trailer to the Trailer Site, Renter shall pay to the Order of Owner the base rent of \$\_\_\_\_\_ per calendar day during the Lease Term (the "Base Rent") minus any concessions. The Base Rent shall be payable in full 30 days prior to the beginning of the Rent Term..
  - d. Delivery Fee. A Delivery Fee in the amount of \$50 shall be charged for delivery for the first 25 miles between the Trailer Home and the Trailer Site, an additional \$0.50 per mile will be added for delivery distances beyond 25 miles.
  - e. Tank Dump Fee. If the Trailer Site does not have appropriate sewage hookups or a dump station, or if waste tanks are not emptied prior to the end of the Rental Term, a waste and sewage cleaning in the amount of \$35.00 shall be payable upon delivery of the Trailer to the Trailer Site.
  - f. Black Tank Cleaning. If Renter places, or allows to be placed, any unapproved materials (as described in Section 6(e)) into the black tank (Toilet), a fee of \$100 shall be charged to the Renter.
  - g. Cleaning Fee. If, in the sole discretion of Owner, the cleanliness of the Trailer is not substantially similar to the level of cleanliness of the Trailer when delivered to the Trailer Site, an additional cleaning fee of \$50 will be charged to Renter.
  - h. Other Fees. Renter agrees to pay the applicable fees listed herein below in Section 6 & 7
5. Inspection. Renter represents that it has fully inspected the Trailer and acknowledges that the Trailer was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Trailer in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location and function of all safety items in the Trailer.
6. Rules and Regulations. In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations listed in this Section 6 to be followed by all persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of Owner, cause early termination of the Rent Term and Renter's use of the Trailer and forfeiture of all rents and deposits. The Rules and Regulations are as follows:
- a. There shall be no smoking inside of the Trailer. Evidence of smoking will result in a \$100.00 charge

- b. The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended.
- c. At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off limits.
- d. Occupants, and all persons in the Trailer, shall obey Federal laws, and all laws of the state of Oregon or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer or Trailer Site.
- e. Renter shall not place, nor allow to be placed, any of the following into the toilet/Black tank: Flushable wipes, Household Toilet Paper, Napkins, Paper, Paper towels, Trash, or Feminine Hygiene Products. Renter agrees to use only the RV Toilet Paper provided with the Trailer.
- f. At the end of the Rent Term, the Trailer and the contents thereof shall be in the same condition found as the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the Trailer. The refrigerator and freezer must be emptied of all items.
- g. The Trailer furnishings are not to be removed from the Trailer nor relocated outside.
- h. Portable generators may be used but must be in good repair as not to cause damage to the Trailer's electrical system and must be of adequate capacity and electrical ratings.

## 7. Refunds and Cancellations.

- a. All cancellations must be or submitted through RVSHARE.COM. 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 less than 30 days prior to the rental start date. 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 cancellation grace period is given. If a booking is cancelled during a grace period, a full refund including the RVshare service fee will be granted. Once the rental commences, the booking is non-refundable.

- b. Refunds of monies paid to Owner or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions.
  - c. In the event of a Natural Disaster, refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with jurisdiction over the Trailer Site. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rata basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rata amount for such days of the total rental amount. Notwithstanding anything herein to the contrary, if a Natural Disaster is located within 100 miles of the Trailer Site, the Owner shall have the option to end the Rent Term early and repossess the Trailer. In the event that Owner ends the Rent Term early, Renter shall be reimbursed the Base Rent on a pro rata basis based upon the days Rent was unable to occupy the Trailer due to Owner's early termination of the Rent Term. Owner shall be not responsible for Renter's accommodations after the termination of the Rent Term or after any mandatory evacuations described herein.
  - d. If for some unforeseen reason, the Trailer is undeliverable, the Reservation Deposit shall be returned in full. Renter agrees that Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations
- 8. Lost and Found. Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers any left item(s) in the Trailer, and Owner will notify Renter if the item(s) is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item(s).
- 9. Warranties. Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND THE TRAILER SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.
- 10. Owner Liability. Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Trailer. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.
- 11. Responsibility for Damage or Loss. Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such

damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owner elects not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

12. HOLD HARMLESS, WAIVER, AND RELEASE. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE OWNERS, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER. FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT. THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

13. Insurance. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ORS 806.010 & ORS 806.020

#### 14. Miscellaneous Provisions.

- a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- b. This Agreement may be executed in several counterparts, each of which shall be an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.
- d. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- e. The undersigned further agree that the section and paragraph headings in this Agreement are for convenience and reference only, and shall not be deemed to alter or affect the provisions thereof.
- f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable and the words of any gender shall include all genders.
- g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owner or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.

- h. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Owner and Renter have hereunto executed this Agreement as of the day and year first above written.

“RENTER” \_\_\_\_\_

Print Name: \_\_\_\_\_

“OWNER” \_\_\_\_\_

Print Name: \_\_\_\_\_

Pet Addendum. This Pet Addendum is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Alex Moye-Elerath & Broedy Elerath-Moye (the "Owner") and \_\_\_\_\_ (the "Renter"), and hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. The Renter shall not keep, or allow to be kept, any pets in the Trailer without the express written consent given herein.
2. The Renter may keep up to 2 pets in the Trailer, subject to breed, size and temperment restrictions at the Owner's discretion. A Pet Cleaning fee will be charged in the amount of \$35 per pet.
3. Renter must disclose any pets prior to the start date of the Rental Term, failure to do so may result in a pet cleaning fee in the amount of \$35 per pet.
4. Pet Rules. The Renter shall cause all rules in this section, regarding keeping pet, to be followed by all persons:
  - a. The Renter shall not allow pets to bathed in the bathtub inside the trailer.
  - b. The Renter shall not dispose of pet waste into the toilet/black tank. Failure to adhere to this rule may result in a Black Tank Cleaning fee as described in the Agreement
  - c. The Renter shall not allow wet pets inside the Trailer. Provided linens may not be used to dry pets. The renter shall bring their own pet towels and shall not allow excessively wet or dirty pets inside the Trailer.
  - d. For the safety of the renter and any pets, Pets are not to be tethered to any part of the trailer.
  - e. The Renter Shall not leave pets unattended in the Trailer unless in a crate. A well-behaved pet at home alone is likely stressed alone in a strange place.
5. In the case of conflict between the provisions of this addendum and any other provisions of the Agreement, the provisions of this addendum shall govern.
6. This addendum is incorporated into the Agreement executed this day between Renter and Owner

Renter\_\_\_\_\_

Owner\_\_\_\_\_

Owner testifies express written  
Consent is [ ] Given [ ] Not Given



Off Road Camping Addendum. This Off Road Camping Addendum is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Alex Moye-Elerath & Broedy Elerath-Moye (the "Owner") and \_\_\_\_\_ (the "Renter"), and hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. Definitions. Off Road Camping (a.k.a. boondocking) constitutes any camping destination which includes, but is not limited to, any or all of the following conditions:
  - a. Dispersed camping on public or private lands
  - b. A location which is not expressly built, structured, improved or designed for overnight camping and/or recreation.
  - c. Any location which requires travel of more that 1 mile on, gravel, dirt or unimproved roads.
2. The Renter shall not drive trailer to or park trailer in an Off Road Camping location without the express written permission by the Owner provided herein
3. All Off Road Camping locations must be pre-approved by the Owner prior to the signing of this addendum. The Renter must submit all proposed Off Road Camping locations and proposed routes to and from such locations to the Owner for approval at the Owner's discretion
4. The Renter assumes all responsibility for safe navigation to and from all Off Road Camping locations and shall be responsible for any and all damage incurred as a result per the terms of the Agreement
5. If Off Road Camping is approved, all locations and routes shall be listed below

Location: \_\_\_\_\_ Via: \_\_\_\_\_

Location: \_\_\_\_\_ Via: \_\_\_\_\_

Location: \_\_\_\_\_ Via: \_\_\_\_\_

Location: \_\_\_\_\_ Via: \_\_\_\_\_

Renter: \_\_\_\_\_

Owner \_\_\_\_\_

Owner testifies express written

Consent is [ ] Given [ ] Not Given