

RV Rental Agreement

This agreement constitutes a contract between the person(s) named on the contract (RV RENTER) and **COZY CAMPER RENTALS LLC** (RV OWNER/LESSOR)

RENTED RV INFORMATION

RV Rented: _____

VIN #: _____

RENTER INFORMATION

of Drivers: _____

of Adults: _____

of Pets: _____

of Children: _____

Primary Renter: _____

Cell Phone 1: _____

Driver's License#: _____

Cell Phone 2: _____

Home Address: _____

City, State, ZIP: _____

Additional Driver(s): _____

ADDITIONAL RENTAL INFORMATION

Destination(s): _____

Pick-Up Date: _____

Drop-Off Date: _____

Pick-Up Time: _____

Drop Off Time: _____

Tow Vehicle: _____

Delivery Address: _____

Pickup Address: _____

LESSOR SIGNATURE: _____ DATE: _____
COZY CAMPER RENTALS LLC/AUTHORIZED EMPLOYEE

RENTER SIGNATURE: _____ DATE: _____

RV OWNER and Renter(s) agree as follows:

- 1. PICK-UP TIME IS FROM (8:00 A.M.) UNTIL (6:00 P.M.):** EARLY PICK-UP IS ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL HAS BEEN OBTAINED. Picking up an RV 3 hours earlier than agreed to in the agreement is considered early pick-up. One rental day is based on a 24 hour period meaning an earlier pick-up would result in an earlier drop-off. Keys will be ready for pick up after a detailed walk through. Later than agreed pick-up will result in a charge of \$20 per hour. Picking up a motorhome 2 hours later than agreed to in the agreement is considered later pick up. Keys WILL NOT be issued with a balance owing, missing deposit, or incomplete/ unsigned rental agreement in the owner's, or owner's representative's, possession.
- 2. DROP-OFF TIME IS FROM (8:00 A.M.) UNTIL (6:00 P.M.):** Due to the time necessary to inspect, sanitize and clean the camper before the arrival of the next renter, PRIOR APPROVAL FOR LATER THAN AGREED DROP-OFF IS REQUIRED. Keys must be submitted BEFORE a full observation of the rental by a representative of COZY CAMPER RENTALS LLC. There are NO refunds for early returns/drop-offs. Returning a rental 3 hours early or 3 days early is considered early drop-off. If you know that you are going to be late for any reason including traffic or weather, it is your responsibility to notify COZY CAMPER RENTALS LLC. A later than agreed drop-off time will result in a charge of \$20 per hour if the vehicle is dropped off less than a day late. If for any reason a rental is to be dropped off a day or more late, without prior authorization, either with or without any sort of form of contact a renter will be charged for a full day or more of rental. You also agree that a late drop-off fee will be charged that of equal to daily rate. In addition, if a loss of revenue occurs on our side you agree to pay for all losses. Losses include but are not limited to overlapping of rental dates, cancellations of rentals, time spent on contacting the renter and all others. If the Vehicle is returned with no contact to the owner, you remain responsible for its safety and any damage to it until we inspect it within 24 hours. You assume full responsibility for all damage, vandalism and/or theft of the RV from the start of your rental period until the end of your rental period. If for any reason our rented vehicle is abandoned, you agree that there will be no refund of security deposit. In addition, you will be responsible and/or shall reimburse COZY CAMPER RENTALS LLC for costs of towing, time, and all others to transport the abandoned vehicle back to pickup location (mentioned at beginning of agreement). Rentals begin and end at our location.
- 3. CANCELLATION POLICY:** Please refer to cancellation policy listed on our website or your reservation on the respective booking platform. Otherwise, cancellations within 14 days of your rental start date will receive no refund. No Refunds will be given for cancellation or interruption that occurs due to inclement weather.
- 4. SECURITY DEPOSIT:** A deposit is required for all rentals. Security Deposits are held through RV booking platform (including but not limited to Outdoorsy or RV Share) OR via Credit Card directly with COZY CAMPER RENTALS LLC. The amount of the security deposit is \$750 for a vacation rental. If approved for a festival rental (refer to section 23 below), the security deposit is \$3000. The Security Deposit is refunded when the TRAVEL TRAILER is returned clean, undamaged, complete with all options, on time, and following all other terms and policies in this agreement. If there is any damage, cleaning needed or missing accessories, and etc. the entire deposit will be held until the damage, cleaning, or missing accessories are fully assessed by us. If damage is above the security deposit, then insurance will be involved and security deposit will not be released until insurance claims are settled. If under the security deposit, the difference will be refunded after the repair is completed to our satisfaction. The Security Deposit is provided as security against damage to the RV, theft, late check-out and violation of any policies contained in this Agreement. An inspection is done after each drop-off 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 COZY CAMPER RENTALS LLC. Renter(s) hereby agrees to indemnify and hold COZY CAMPER RENTALS LLC harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold COZY CAMPER RENTALS LLC harmless with respect thereto. Renter(s) agrees to indemnify COZY CAMPER RENTALS LLC for any damages to the dwelling, grounds, furnishings, and

household items. In the event that damage result from a renter(s) occupancy, COZY CAMPER RENTALS LLC is authorized to utilize the security deposit or 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.

- 5. CLEANING:** Each property will be inspected before and after your departure. By picking up the rental vehicle on the agreed date you fully accept the condition it is in. YOU ARE REQUIRED AND AGREE to leave the property in clean condition. Cleaning includes but is not limited to make sure the floors are swept, carpets are vacuumed, counters are washed, the camper is dusted and sanitized, the Freezer and Refrigerator are clean and dry of water, the restrooms and sinks are clean, and ETC. If cleaning is required, a minimum charge of **\$50.00** will be deducted from your security deposit. In addition, if the rented vehicle is brought back with odor we reserve the right to withdrawal \$250.00 from the deposit to deodorize/ treat the camper. If there is additional cleaning required we have full authority to hold and utilize the security deposit or card on file until the vehicle is cleaned to our satisfaction.
- 6. NO SMOKING ALLOWED:** Since many people have allergies and it is difficult to remove the odors and allergens associated with smoke, we must STRICTLY ENFORCE a NO Smoking policy. If evidence of smoking inside the rental vehicle is found, COZY CAMPER RENTALS LLC reserves the right to charge \$250.00, or more, to treat the camper. In addition, any damage caused by smoking will be charged to your security deposit or billed to card on file.
- 7. PETS ARE ALLOWED FOR A SEPARATE CHARGE:** Pets are allowed for a separate charge of \$75.00 per animal due upon pick up BUT the Recreational Vehicle must be returned without Pet hair OR Odor. If evidence of pet hair, odor, Feces, Pee, or food is found COZY CAMPER RENTALS LLC reserves the right to charge a flat fee of \$200 in order to treat the rental vehicle. Fees will be deducted from the security deposit or card on file.
- 8. NO UNAUTHORIZED TOWING:** Towing of rented RV is not allowed without prior authorization. If towing is to be done without our prior permission the renter will not be reimbursed for towing charges as they were unauthorized. Travel trailers are not equipped to tow any other vehicle or trailer.
- 9. WHAT WE SUPPLY:** The RV is equipped to include RV camping items such as pots, pan, plastic cups, and plastic plates. If items are returned uncleaned a fee of \$50 will be charged in addition to any other cleaning fees. A \$25 fee will be charged for each lost key. Rental vehicles are not stocked so plan on bringing bedding, towels, food and drinks, toilet paper (RV only), paper towels and other essential travel needs. COZY CAMPER RENTALS LLC is not responsible for any articles left on premises. LOST & FOUND ITEMS WILL NOT BE HELD AND ANY ITEMS LEFT IN RV will be disposed of.
- 10. RENTERS LIABILITY:** Renter agrees to accept liability for any damages caused to the property by Renter or Renters guests, including, but not limited to, damage to the RV in any way or damage to any appliances and/or equipment furnished. If damages are in excess of the security deposit being held or card on file, Renter agrees to reimburse COZY CAMPER RENTALS LLC for costs incurred to repair/replace damaged items.
- 11. HOLD HARMLESS:** COZY CAMPER RENTALS LLC does not assume any liability for loss, damage or injury to persons 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 COZY CAMPER RENTALS LLC accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control. Should events beyond our control cause the RV you wanted to rent become unavailable during the times you wanted to rent it, we reserve the right to substitute an equivalent RV.
- 12. PROPANE:** Vehicle must be returned to us with the propane tank at the same level as when picked up. You acknowledge that you are responsible for the extra charge of \$5.50 per gallon of propane.

- 13. DRIVER INFORMATION:** You understand that a copy of the driver's current drivers license(s) and insurance certificates must be presented BEFORE departure. You must be 25 years of age or older to rent an RV. All persons driving must provide copies of licenses no later than when the RV is picked up. Additional drivers are allowed at no extra charge but must be added to the reservation via respective booking site or directly with COZY CAMPER RENTALS LLC.
- 14. TIRES:** Since all tires installed on a rental vehicle are new, you are responsible for tire damages. You acknowledge and understand all tire repair/replacement/reimbursement is entirely your responsibility while RV is in your possession. All failed tires must be returned to us for inspection. You understand that damage done by you, road hazards, or curb cutting will not be reimbursed. Damaged tires must be replaced with brand new tires. You must bring us a receipt of the newly purchased tires. All tires must be replaced by a brand name tire store. All replaced tires must be brand name tires made in the USA and match existing tires on the RV. No mismatch tires allowed.
- 15. AWNING:** The awning IS NOT covered by insurance. Any damage to the awning will be 100% renter's responsibility. This will result in forfeiting your deposit and additional charges to cover the cost of the damage, which is typically around ~\$3,000 to repair. Due to the cost, we discourage the use of the awning for your protection. If you do decide to use, it is recommended you retract the awning anytime you leave your campsite, go to sleep, or when rain, winds, or bad weather is forecasted.
- 16. TRAVEL CONCERNS:** For the rental period any and all problems, damages, and malfunctions of the vehicle or Motorhome are to be notified of as soon as possible. If there is no service for communication it is the renters responsibility to acquire service and contact us. Unauthorized repairs will not be reimbursed for. If the rental vehicle were to become disabled it would be towed by renter(s) roadside assistance to a qualified repair station or dealership. The vehicle would have to have a full diagnostic done before any purchases or repairs are made. If the vehicle becomes disabled due to renter(s) negligence (i.e. drove over something, didn't check any fluid levels, something flew under vehicle, etc) the renter would be responsible for all repairs. If the vehicle is disabled due to our negligence (i.e. didn't do proper maintenance, normal wear and tear on any part, or didn't do a proper repair) COZY CAMPER RENTALS LLC is responsible for all repairs.
- 17. INSURANCE:** Renter is to provide liability and physical damage insurance for the rented unit. Renter must purchase insurance either through Rental Platform (RV Share, RVeZy, Outdoorsy, RVnGo) or directly through COZY CAMPER RENTALS LLC. Renters must provide all documents to show that the vehicle and the renters(s) are fully covered throughout the rental period. You agree and give us full right to receive compensation for any and all damages made to the unit through the security deposit on file or the insurance coverage provided. If there is insurance deductible, on the coverage, on file you agree to pay that deductible.
- 18. TOLLS AND TRAFFIC VIOLATIONS:** The renter agrees to pay all tolls and traffic violations incurred throughout the course of the trip. All tolls and traffic violations are to be paid during or after the rental period. If violations are received after rental, the renter will be billed.
- 19. ROAD CONCERNS:** If renter is at fault for any damage, or mechanical failure, renter will be responsible for all repairs, and any loss of future rental income. Renter is responsible for checking the engine oil, generator oil, coolant levels, and all other fluids at each refueling. Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. All vehicle malfunctions must be reported to COZY CAMPER RENTALS LLC as soon as the problem occurs. No reimbursement for out of pocket expense will be made if prior approval has not been received. We will not pay or reimburse you for Hotels/motels, Food expense, lost time, unused rental day due to lost time, and etc. All mechanical issues must be reported as soon possible.
- 20. EXAMINATION:** You acknowledge that you have/will carefully examine(d) the RV and have/will mark(ed) any previous damage on the Checkout form. You find the RV suitable for the purpose for which it is leased. You will maintain both the RV and rented equipment in a safe and dependable condition while in your custody. You

agree and understand non-operating secondary systems do not constitute a discount. You understand that during the course of your trip, if one or more of the secondary systems stop functioning or are not functioning you are responsible for contacting us. Refrigerators, Freezers, Roof and Central A/C, Heating, Leveling Jacks, TVs, DVD, Awnings, Slide-Outs, Roof-Vents, Steps, In-dash A/C, Backup Cameras, Water Heater, Shower, Water pumps, Toilets, Generators, Electricity outputs, Lights, Stoves, Ovens, Propane Tanks, Microwaves, Water pumps, Back-up Generator Batteries, Smoke Detectors, Radios, Kitchen Fans, Couches, Chairs, Tables, Blinds, Carbon Monoxide detectors, Gages, Sewers and Reading Lights are all considered secondary systems.

21. PROHIBITED USES: The vehicle will not be driven by anyone who is not an Authorized Driver; by anyone not licensed to drive; by anyone who's driving license is suspended or restricted because of past traffic law violations; by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs; by anyone who obtained the vehicle by giving us false, fraudulent or misleading information; in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; to carry persons or property for hire or for compensation; to push anything; to tow anything, unless authorized by us in writing; in any race or speed contest; to carry dangerous, hazardous or illegal material; outside the United States or in any area restricted by terms found elsewhere by this agreement; when loaded beyond its capacity as determined by the manufacturer of the vehicle; on an unpaved surface except at an RV campground; to transport more persons than the vehicle has seat belts or to carry persons outside the passenger compartment; to transport children without a federally approved child safety restraint or booster seat as required by state law; when the vehicle's fluid levels are low or its otherwise reasonable to expect you know that further operation of the vehicle would damage it; with any inadequately secured cargo; after an accident involving the vehicle without first reporting the accident to the police and us. Driving the vehicle under an overpass, overhang or roof structure without sufficient clearance is also prohibited. You agree not to sit, stand or lie on the roof of the vehicle.

22. FESTIVALS: COZY CAMPER RENTALS LLC prohibits our RV rentals to be taken to any festival (including but not limited to EDC, BURNING MAN, COUNTRY THUNDER) without prior approval. If it is found any vehicle is taken to FESTIVAL and not their intended destination disclosed at time of reservation, the renter will forfeit full security deposit held at time of rental and incur fees for cleaning, retrieval (if applicable), and any other damages.

23. MILEAGE: There is no charge per mile on travel trailers.

24. GPS TRACKING: This 2016 Forest River EVO T1860 is tracked by Momentum Fleet GPS Device.

25. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges COZY CAMPER RENTALS LLC 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 COZY CAMPER RENTALS LLC free and harmless of any claim or suit arising therefrom. 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, COZY CAMPER RENTALS LLC may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event COZY CAMPER RENTALS LLC has 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 Pinal County, Arizona and consents to the personal jurisdiction of any proper court located therein.

PLEASE TREAT YOUR RENTAL WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.

RENTAL COST TOTAL: \$ _____ PAID VIA (CHECK ONE): RENTAL PLATFORM CREDIT CARD

LESSOR SIGNATURE: _____ DATE: _____
COZY CAMPER RENTALS LLC/AUTHORIZED EMPLOYEE

RENTER SIGNATURE: _____ DATE: _____

PROPANE LEVEL at PICK-UP: _____ **DROP-OFF:** _____

GENERATOR FUEL LEVEL at PICK-UP: _____ **DROP-OFF:** _____

ADDITIONAL NOTES:
