

## **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.

“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 an insurance policy with a deductible for comprehensive or collision. Chips in the windshield or other glass is not covered by the policy. Interior damage is not covered by the policy. Awning 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 will usually pay only the insurance deductible.

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. Booking a rental through RV Share constitutes your agreement to be bound by the terms of this rental agreement.

## **Terms and Conditions**

1. You do hereby agree to rent the 2020 Palomino Puma under the following terms and conditions:

The rental shall take place on the dates and location specified in the RV Share rental booking.

Cancellation more than 30 days before rental start date 75% refund of rental fee

Cancellation 14-29 days before rental start date 50% refund of rental fee

Cancellation 8-13 days before rental start date 25% refund of rental fee

Cancellation 7 days or less before the rental start date 0% refund of rental fee

A \$500 refundable damage deposit is required at the time of booking.

2. You agree that if the above specified rental unit should become unavailable for any reason, you will accept a replacement rental unit under the terms and conditions of this rental agreement if one is available.

3. Your drop off is scheduled as described in the RV Share reservation and messaging. Please ensure the RV is clean and cleared out for pick up by the designated time to avoid late pick up fees. No refunds will be made if delivery cannot be completed due to improper camp site, camp site restrictions, denied entry, vehicles or other obstacles blocking the camp site or lack of space. Wait time at delivery and pick up is at the driver's discretion and will be billed at a rate of \$125/hr charged in 15 minute increments.

4. Please be aware that you remain liable for any damage to the camper/rv including the insurance deductible if a claim must be filed.

5. No generator is provided with this unit.

6. You understand that the sum of the rental includes a cleaning fee of \$0 if returned clean or up to \$399 if not returned clean. Clean means that the unit is returned as clean as you received it. All trash and food removed, no food in sinks, no bodily waste in or on toilet or bathroom fixtures, surfaces wiped down and floor swept.

7. You understand that a cleaning fee is not the same as a tank use or wastewater dumping fee.

8. Pets are not permitted in the vehicle. If there is evidence of a pet, you will be subject to an additional cleaning charge of \$399 plus forfeiture of your entire security deposit.

9. 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 up to \$399 plus forfeiture of your entire security deposit.

10. You agree to pay a late return fee of \$125 per hour (in 15 min increments) if the site is not ready at the specified time upon delivery or if you do not arrive to pick up the camper on time. The same fees apply at the end of the rental if the camper is not clean, free of personal items, not blocked in and ready for pickup at the specified time or if you do not return the vehicle on time.

11. You agree to pay a gasoline and a propane fee of \$0 each, plus the actual cost of propane or gasoline to refill the propane or gasoline tank if it is returned less than full.

12. Additional charges include: wastewater dumping charge of \$100, if applicable. You agree to pay these charges if necessary.

13. No refund will be given if you prepay for a service but do not use it.

14. No refund will be given for unused days.

15. You release Owner 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.

16. 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 \$0.39/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-judgment 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 \$125 for each day that it is unusable or unrentable; (h) we will not refund any of the day, time or mileage charges if you return the vehicle earlier than the date or time due in; no refunds for unused days (i) the vehicle is equipped with a GPS and if it records a speed in excess of 70 mph, there will be a safety assessment of \$49 for each day that the speed was in excess.

17. You have truthfully disclosed the identity and proper age of all drivers.

18. 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, clean outdoor kitchen and clean exterior.

19. You have read and agree to all rental rates.

20. You are responsible for checking and maintaining all fluid levels during the rental period.

21. Unless written authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.

22. 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.

23. You agree not to take the vehicle outside of the continental United States or Canada.

24. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.

25. 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.

26. You agree that all insurance information (if applicable) provided is true and valid.

27. You agree that Vehicles shall not be driven off road or any inappropriate surface.

28. Damage to the awning is very expensive and exceeds your security deposit and insurance coverage. Close the awning any time you leave the camper, when sleeping, raining or when winds exceed 10 mph. Please ensure the awning is fully retracted before towing.

30. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of damaged or missing items, 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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; 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 out-side 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.

36. We may use your deposit to pay any monies owed us under this Contract.

37. 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.

38. 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 Kentucky and Warren County govern this Contract.

39. 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 fire places, seats, tables and left/right/rear cameras. Service calls to troubleshoot issues or lock outs are billed at a rate of \$125 per hour with a minimum charge of \$125 plus mileage of \$2.40.

40. 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.

41. 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.

42. If items are missing from the camper or damaged upon return, a \$40 fee plus the replacement cost of the item will apply. This includes, but not limited to sheets, blankets, pillows, kitchenware, toaster, coffee maker, camp chairs, camp tables.