

## RV Rental Contract

Renter's Full Name		Owners Full Name	Rudisill Rentals LLC
Full Address	-		Jordan Rudisill
	-		
Phone #	-	Phone #	717-220-3570
Email Address	-	Email Address	<a href="mailto:RudisillRentals@gmail.com">RudisillRentals@gmail.com</a>
Driver's License #	-	Vehicle Rented	2011 Fleetwood Storm 32BH MH
Expiration Date	-	VIN	1F65F5DY5B0A02642
Birth Date	-	License Plate #	HH82950
Car Insurance Co:	-	ODO @ Pickup:	
Policy Number	-	Gen Hours:	
Phone Number	-		
Additional Driver's	-		
Driver's License #			
Expiration Date			
Birth Date			

### Definitions

- “Contract” means all terms and conditions found in this form, and addenda and any other 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.
- “Vehicle” means the recreational vehicle identified on the vehicle rented line of this contract.
- “Authorized Driver” means you and any additional driver approved and listed on this contract.
- “Web Platform” means the rental search engine that may have been used by the private owner(s) and manager(s) as an intermediary.
- “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 deductible, or by a commercial insurance policy from the owner. Chips in the windshield or other glass may not be 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 of, 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 or incidents 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 actual usage and damages.

### Terms and Conditions

1. You, \_\_\_\_\_, do hereby agree to rent the **2011 Fleetwood Storm 32 BH motorhome** VIN **1F65F5DY5B0A02642** from **Rudisill Rentals LLC** (Property Manager(s)) and **Jordan Rudisill** (Owner(s)) under the following terms and conditions:
2. The rental shall be from \_\_\_\_\_ until \_\_\_\_\_, (      ) nights.
3. The sum of the rental shall be \_\_\_\_\_, plus **\$0.65** per mile over allotted miles. Your reservation includes \_\_\_\_\_ **total miles**
4. You understand that the sum of the rental includes a generator charge of **\$0** per day and includes **3 hours** usage per day. Generator usage is billed at return at a rate of **\$4.00** per hour. Your reservation includes \_\_\_\_\_ **hours usage total**.
5. You agree to pay a gasoline fee of **\$25**, plus the actual cost gasoline to refill the gasoline tank if it is returned less than full.
6. Additional optional charges include a wastewater dumping charge of **\$100** if applicable, and delivery fee of **\$6.00** per loaded travel mile. You agree to pay these charges if necessary.

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7. You understand that the sum of the rental includes a cleaning fee of **\$0** if returned clean or **up to \$600** if not returned clean, billable at a rate of **\$75 per hour.**
8. You understand that a **cleaning fee** is not the same as a **prep fee** which is also not the same as a **wastewater dumping fee.**
9. **Approved Pets are permitted in the vehicle and will incur a \$75 pet fee. Pets approved \_\_\_\_\_.**
  - a. **Pets must be caged** when renters are away, and at night to prevent damage to the RV.
  - b. Renter is responsible for any and all damages caused to the rental vehicle as a result of their pet.
  - c. In the event of an unapproved pet, you will be subject to an additional cleaning charge of **\$300** plus potential hold or 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 **\$750 plus the cost to have the vehicle professionally cleaned & odors removed.** This will result in a potential hold or forfeiture of your entire security deposit, at the manager's/owner's discretion.
11. The refundable security deposit for this rental is **\$ \_\_\_\_\_** and is due **72 hours prior to departure date.**
12. No refund will be given if you prepay for a service but do not use it.
13. You agree to pick up the vehicle at the specified location at the pre-arranged time. Our standard pickup time is 4:00 PM. **A late/early pickup fee of \$40 per hour will be charged for each hour that the vehicle is picked up late or early. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
14. You agree to return the RV by the agreed upon time, but no later than **7:30 PM Eastern Standard Time**, on the return date of **\_\_\_\_\_** **Unless arrangements have been made for a late return, a \$40 per hour or \$225 per day late fee will be charged for each hour that the vehicle is returned later than the pre-arranged time. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.**
15. **We have 72 hours from the time you return the RV to fully inspect it for damage not noticed at check in. You have 72 hours from the time we submit the final check-in forms to dispute any damages or other charges.**
16. You release the Property Manager(s) and (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.
17. You agree to pay us on demand or have your credit card on file charged automatically for all charges due to us under this Contract, including but not limited to: (a) time for the period during which you take the Vehicle; (b) charges for the optional services; (c) applicable taxes if any; (d) 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; plus an administrative fee of **\$50** (e) **\$500**, plus **\$4.00 /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; (f) 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 **\$225** 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) there is a **\$50** per day safety assessment for each day that you exceed **65 MPH** as recorded by the GPS tracker.
18. You have read and agree to all rental rates, charges, and fees.
19. **You agree that all towing requires prior approval.**
20. You are responsible for checking and maintaining all fluid levels during the rental period, including checking the generator daily if used.
21. 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.
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 problems, including vehicle unavailability. The manager(s)/owner(s) shall be responsible for completing any necessary mechanical repairs and returning the vehicle to Rental ready condition as promptly as possible.
23. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
24. You agree that all driver and insurance information has been reported accurately and is valid, and that no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's License and Be at least 25 years of Age.
25. You agree that Vehicles shall not be driven off road or any on unpaved surface or on very rough roads of any type.
26. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel, 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, 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. All charges subject to final audit. We will authorize the release of any remaining security deposit within (7) days of return if no charge, holds, or damage reimbursement is needed from your security deposit. Your debit/credit card issuer rules will apply to security deposit refunds, which may require an additional time frame to process returns.
27. This is a contract for Rental of the Vehicle only. 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.
28. We make no warranties, express, implied, or apparent, regarding the Vehicle, or optional equipment, no warranty of merchantability and no warranty that the Vehicle or optional equipment is fit for a particular purpose.

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29. 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. This includes odor-free and cleaning the interior of the RV. If you wish to extend the rental period, you must return the vehicle for inspection and written amendment by us before the return date.
30. If the Vehicle is returned after the specified time and/or after hours, you remain responsible for the loss of and any damage to the vehicle until it is returned and we inspect it upon our next opening for business, and charges may continue to accrue.
31. The following acts or uses of the Vehicle are **PROHIBITED** and **may result in forfeiture of the entire security deposit and repossession**: (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 prescription or non-prescription 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 or very rough roads**; or (b) failing to summon the police to any accident or incident 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, decorations, lettering or painting on the outside and inside 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 (Electric Daisy Carnival music festival)**; (j) **disabling the GPS**; (k) accessing the roof; (l) to transport children without approved safety seats; (m) when the odometer has been tampered with; (n) by anyone who is sending a electronic message, including text (SMS) messages or e-mails, while operating the vehicle; (o) or in violation of any "Rules of the Road", vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of the rental. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY WAIVERS AND OTHER INSURANCE COVERAGES (WHERE PERMITTED BY LAW).**
32. You are responsible for all damage or loss you cause to the vehicle. You must provide us with proof of **insurance** indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We also provide an insurance policy ("Policy") that provides automobile liability coverage for bodily injury and property damage. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the vehicle. Coverage under the policy is void if you give the vehicle to an unauthorized driver or otherwise materially breach this agreement; or if you fail to cooperate in a loss investigation or to file and timely and accurate incident report.
33. This RV Rental Contract is considered the primary contract to any web platform agreement that may have been signed. Renter understands that any web platform agreement is an agreement between them and the web platform.
34. If the vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the vehicle is inoperable.
35. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or other third parties in connection with our enforcement of our rights under this agreement and other legitimate business functions.
36. 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.
37. 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 **Pennsylvania** and **Franklin County** govern this Contract.
38. **Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. This includes Appliances (A/C, Generator, Stove, Microwave, and Refrigerator), TVs, antennas, CD and DVD players, radios, satellite radios, GPS navigation hardware and software, fans, coffee makers, swiveling seats and rear cameras.**
  - a. Functionality will be verified during pickup, however if a malfunction or issue should occur, please call/text owner.
39. 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.
40. 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.

## RV Rental Contract

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: \_\_\_\_\_

Renter(s)' Name: \_\_\_\_\_ Manager(s)'/Owner(s)' Name: \_\_\_\_\_

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

Revised: 7 JUL 2024.

### Fees Addendum

The following are fees which may be charged if applicable to your reservation.

1. **Waste Water dumping fee - \$100** if tanks are not returned completely empty.
2. **Mandatory Prep Fee - \$100** – Covers the cost of propane used, sanitization, and starter supplies.
3. **Approved Pet Fee - \$75** – For pets approved in advance. Covers the cost to shampoo RV carpets.
4. **Unapproved Pet Penalty - \$300** if an unapproved animal is brought onboard.
5. **Excess Mileage - \$0.65 per mile**, if mileage exceeds contracted allotment.
6. **Excess Generator usage - \$4.00 per hour**, if generator usage exceeds contracted allotment.
7. **Refueling fee - \$25 + actual refueling costs**, if fuel tank is returned with less than full. Renter should keep receipts from last refueling station to submit at return.
8. **Late fees - \$40 per hour** if late on return/pickup. If the late return is outside of daylight hours, an additional night of usage may be billed. If return interferes with another booking, then additional loss of use penalties may be incurred.
9. **Smoking Penalty - \$750 + Professional remediation costs** if evidence of smoking inside vehicle is found.
10. **Tolls, Red Light violations, Parking tickets - \$50 administrative fee, plus actual ticket costs.** Tickets may be redirected to renters address for collection.
11. **Excess Cleaning fee - \$ 75 / hour** for cleaning, due to vehicle being returned excessively dirty.
12. **Damages and missing items** – Professional cost of repair or the actual cash retail replacement value.
  - a. Any repairs completed by our staff are assessed at a labor rate of **\$75 / hour plus material / parts costs.**
13. **Tires** – Actual repair/replacement cost if damage occurs during rental period as a result of renters use/negligence.

### Special Notices

1. **RV requires minimum clearance of 12'6".**
2. **Motorhome requires 87 octane gas.** Fuel tank is 80 gallons. DO NOT use E85/flex fuel, E15/Unleaded 88, or diesel. If renter uses incorrect fuel resulting in damage, they will be responsible for all associated repair costs.
  - a. Use extreme caution in gas stations as they are a frequent place for RV accidents.
  - b. **All pilot lights & propane must be off completely before entering a gas station.**
3. Renters are prohibited from using the rear ladder or accessing the roof for safety reasons.
4. Operation of the RV when the fluids are known to be low, or dash engine lights are displayed as further operation could be unsafe or cause damage to vehicle.
5. Orientation: Renter is required to be available for an orientation at pickup. During this orientation operation of RV will be demonstrated, and any pre-existing damage noted on rental agency contract.
  - a. Please plan for up to 2 hours for pre-rental orientation, and test drive
6. Any accidents shall be reported to owner & insurance company ASAP.
7. This vehicle has 9 seatbelts. DO NOT EXCEED 9 people. Seat belt usage is required by all passengers.
8. Spotters shall be used when backing for safety purposes.

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