

Williamson RV Rental LLC Recreational Vehicle Supplemental Rental Agreement

Important Disclosures:

By signing this agreement, 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 of the RV owners (referred to elsewhere in this document as **RV Owners**), Williamson Auto & RV, LLC (referred to elsewhere in this document as **Property Managers**), Williamson RV Rental LLC (referred to elsewhere in this document as **Rental Company**), and **RVshare** (referred to elsewhere in this document as **Web Platform**) in any suit brought against them. **You are covered by a RVshare supplied insurance policy. Chips in the windshield or other glass may not be covered by the policy, see insurance policy for details. Interior damage is not covered by the policy, a separate policy can be purchased.**

Responsibility for Damage or Loss; Reporting to Police

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. You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.

Optional Products and Fees Disclosure

By signing this agreement, 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.

Rental Company Information:

Full Name	<u>Williamson RV Rentals LLC</u>
Full Address	<u>2706 N US 31</u> <u>Seymour, IN 47274</u>
Phone	<u>(812) 216-5640</u>
Email	<u>williamsonautoandrv@gmail.com</u>
Vehicle	<u>(see reservation details)</u>

Renter(s) Information:

Full Name	<u>(see reservation)</u>
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I, (**renter**), do hereby agree to rent this unit (**see reservation**) from **Williamson RV Rentals LLC** (Rental Company) and **RV Owners** under the following terms and conditions:

1. The rental shall be from (**see reservation**)
2. The sum of the rental is listed in the reservation details.
3. Mileage and generator details are listed in the reservation details.
4. The refundable security deposit for this rental is **\$1,500** or drivable and 5th wheels and **\$1,000** for travel trailers.
5. I understand that the sum of the rental includes a cleaning fee of **\$0** if returned clean or a minimum **\$250** if not returned clean.
6. I have truthfully disclosed the identity and proper age of all drivers.
7. **Pets are not permitted in the vehicle unless preapproved by the owners.** If there is evidence of a pet, I will be subject to an additional cleaning charge of **\$399** plus potential forfeiture of my entire security deposit. Pets that are preapproved and listed on the reservation details are subject to a one-time **\$150 Pet Fee**.
8. **Smoking/vaping is not permitted in the vehicle.** If there is evidence of smoking, vaping or other strong odors, I will be subject to the additional cleaning fee of **\$399** plus potential forfeiture of my entire security deposit, at the manager's/owner's discretion.
9. I agree to pay a late return fee of **\$129** plus **1.5 times the per nightly rate for each day** if I do not return the vehicle on the originally agreed upon day without approval. **No refunds for early returns.**
10. For drivable units, I agree to pay a gasoline of **\$40**, plus the actual cost of gasoline to refill the gasoline tank if it is returned less than full.
11. Additional charges include: wastewater dumping charge of **\$40** and/or **\$100** if the toilet is clogged, if applicable. I agree to pay these charges if necessary.
12. I have read and agree to all rental rates.
13. I shall be responsible for any and all damages to the vehicle. If damage is caused the renter will either pay for the damage or insurance deductible (if applicable). If the Rental Company, Property Manager, or owners need to work on the vehicle, due to renter caused damage, renter will be charged **\$100/hour**.

14. I am responsible for checking and maintaining all fluid levels during the rental period.
15. Unless authorization is obtained from the owner(s) or Rental Company, no repairs, replacement of parts or service shall be completed during the Rental period.
16. I, **the renter**, release **Williamson RV Rental LLC** (Rental company) and **Williamson Auto & RV LLC** (Property Manager) and **RV Owners** from all claims for loss of, or damage to, my personal property or that of any other person, which is left or carried in the vehicle.
17. The Rental Company, Property Management, nor Owners are **NOT** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the lessor, resulting from breakdown or any other delay problems. The Rental Company, Property Management, or Owners shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
18. I 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 Property Manager's sole discretion if there are extenuating circumstances.**
19. I 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.
20. I agree to return the RV by the agreed upon time, but no later than **the return time and date stated on the reservation** Eastern Standard Time. **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.**
21. I agree not to take the vehicle outside of the continental United States. I am responsible for reporting all accidents, incidents of vandalism or theft to the police and the Rental Company upon discovery.
22. I 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.
23. I agree that all insurance information (if applicable) provided is true and valid.
24. Vehicles shall not be driven off road or any unpaved surface.
25. We may use your security deposit to pay any amounts owed to us under this agreement, which shall include replacement of fuel or LP gas, 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 agreement. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.

Terms and Conditions

1. Definitions.

- "Agreement" 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 lessor on this form, any person signing the Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the lessor's direction. All persons referred to as "you" or "your" are jointly and separately bound by this Agreement.
- "We," "our," "us," "I," or "my" means the private owner(s) and property manager and rental company renting the Vehicle to you.
- "**Web Platform**" means the RV Rental search engine used by the private owner(s) and manager.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Agreement.
- "Vehicle" means the recreational vehicle identified in this Agreement.
- "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 daily Rental rate.

2. Rental, Indemnity and Warranties

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 Agreement. You agree to indemnify both us and **Web Platform**, defend both us and **Web Platform**, and hold both us and **Web Platform** 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. **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.**

3. Condition and Return of Vehicle

- You must return the Vehicle to the place of pickup or other location that we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear.
- 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. Service to the vehicle or replacement of parts or accessories during the Rental must have our prior approval. You must check and maintain all fluid levels.

4. Prohibited Uses

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; (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) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (h) taking the RV to Burning Man unless receiving written prior approval; (i) disabling GPS.**

5. Insurance

You are covered by a RVshare supplied insurance policy.

6. Charges

You agree to pay us on demand for all charges due us under this Agreement, 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) **\$129, 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 Agreement; (h) a reasonable fee of a minimum of **\$250** to clean the Vehicle, if returned substantially less clean than when rented; (i) a dumping fee of **\$40** if the Vehicle's waste or holding tanks have not been drained by you prior to the return of the Vehicle; (j) a refueling fee of **\$40** plus the cost of fuel if you fail to refill the fuel tank; (k) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **nightly rate as stated in reservation for each day** that it is unusable or unrentable. We will **not** refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in. **If the vehicle is equipped with a GPS and it records a speed in excess of 75 mph, there will be a safety assessment of \$49 for each day that the speed was in excess.**

7. Deposit

We may use your deposit to pay any monies owed us under this Agreement. If the deposit does not cover monies owed, your credit card on file can be charged for any additional charges plus the credit card fee.

8. Your Property

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.

9. Modifications

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire Agreement between you and us. All prior representations and agreements between you and us regarding this Rental are merged into this Agreement.

10. Miscellaneous

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 or owner(s) during the trip will be done for these items if there are issues. These include TVs, TV antennas, CD players, DVD players, radios, toasters, hair dryers, coffee makers, vacuum cleaners, and left/right/rear cameras.

A waiver by us of any breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. 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.

You will indemnify, defend, and hold both us and Web Platform harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Agreement 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 agreement, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

Renter's Signature **{see e-signature}**