Renter(s) Information:

Renter's Full Name Full Address

Phone	
Email	
Driver's License No.	
Exp. Date	
Birth Date	
Renter's Insurance Carrier	
Additional Driver's Name	
Driver's License No.	
Exp. Date	
Birth Date	

Owner Information:

Boundaryless Travel LLC 2453 Happy Valley Dr Medford OR 97501 541.887.0556 rv@boundarylessmarketing.com Vehicle: 2015 Coachmen Clipper Classic 12RBST VIN: 5ZT1CPAC0F5010096 License Plate # R871677

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.
- "Web Platform" means the rental search engine (Outdoorsy, RVShare, RVnGO, RVezy, etc) that may have been used by the private owner(s) and manager(s) as an intermediary.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- "Vehicle" means the recreational vehicle (RV) 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 a web platform (Outdoorsy, RVShare, RVnGO, RVezy, etc) supplied insurance policy with a \$_____ deductible, or by a Certificate of Insurance from your insurance company, or by a commercial insurance policy from the owner. Chips in the windshield or other glass is not 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 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 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.

Renter's Initials

RV Rental Contract

Terms and Conditions

- 1. You, ______, do hereby agree to rent the 2015 Coachmen Clipper (Happy Valley Camper) VIN 5ZT1CPAC0F5010096 from <u>Boundaryless Travel LLC</u> (Owner) under the following terms and conditions:
- 2. The rental shall be from _______ to _____ (____[#] of nights).
- 3. The sum of the rental shall be \$_____USD.
- 4. You agree to return the vehicle in the same or similar clean condition in which it was received. If you select the optional Prepay Cleaning Service addon, we will do basic normal cleaning for no additional fees. You still agree to sweep the floor, wash dishes, replace items to their original locations, and spot clean anything that needs obvious cleaning. If you do not select Prepay Cleaning Service, or if the vehicle comes back excessively dirty or in disarray, we may assess a cleaning fee of **up to \$300**.
- 5. You understand that a **cleaning fee** is not the same as **Prepay Cleaning Service** which is not the same as a **prep or sanitation fee**.
- 6. Pets are <u>not</u> permitted in the vehicle without prior agreement. <u>Only dogs are allowed and require an additional security</u> <u>deposit of \$250 per dog</u>. <u>No cats or other types of pets</u>. If there is excessive dirt or damage, or evidence of a pet other than an approved dog, you will be subject to an additional cleaning charge of <u>\$500</u> plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
- 7. Smoking/vaping is <u>not</u> 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 <u>\$500</u> plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion.
- 8. The refundable security deposit for this rental is <u>\$750, plus \$250 per dog if applicable</u>.
- 9. No refund will be given if you prepay for a service but do not use it.
- 10. You agree to pick up the vehicle at the specified location at the pre-arranged time. A late pickup fee of \$150 will be charged plus \$75 per hour for each hour that the vehicle is picked up late. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances.
- 11. You agree to return the Vehicle to the place of pickup, or other location that we specify, by the agreed upon time, but no later than 5:00 PM Pacific Time on the return date of //2021. Unless arrangements have been made for a later return, a \$75 per hour late fee will be charged for each hour the vehicle is not returned past the pre-arranged time, up to 12 hours late. This fee may be waived at the Owner(s)' or Property Manager(s)' sole discretion if there are extenuating circumstances. You agree to pay a late return fee of \$500 plus \$100 per day if you do not return the vehicle as originally agreed.
- 12. You agree to return the vehicle in the same condition in which it is received, except for ordinary wear. This includes odor-free and clean in the interior of the Vehicle.
- 13. 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.
- 14. 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) 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; or 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) <u>\$500</u>, plus <u>\$6/mile</u> for every mile between the agreed return 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-judgement 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 <u>\$100</u> for each day that it is unusable or unrentable; (h) we will <u>not</u> refund any of the time or mile-age charges if you return the vehicle earlier than the date or time due in.
- 15. You have read and agree to all rental rates.
- 16. You agree that towing requires prior approval.
- 17. 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.
- **18.** 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.
- 19. You agree not to take the vehicle outside of the continental United States or Canada.
- **20.** You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
- 21. You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. You also agree that all reported drivers have a valid driver's License and have truthfully disclosed their identity and proper age.
- 22. You agree that all insurance information (if applicable) provided is true and valid.
- 23. You agree that Vehicles shall not be driven off road or on rough roads of any kind.

Renter's Initials

RV Rental Contract

- 24. We may use your security deposit to pay any monies owed to us under this Contract, which shall include time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, 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, towing and storage charges, and other assessed charges. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. Certain items are considered non-essential convenience items. These include, but are not limited to, TVs, antennas, CD and DVD players, radios, satellite radios, fans, Air Conditioners, Microwaves, heated mattresses, coffee makers. If they fail to work during a trip, no adjustments will be made to your charges and the Property Manager(s) or Owner(s) will not provide troubleshooting.
- 29. 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; (xiii) off road or on very rough 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; (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 outside of the Vehicle; (h) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (i) taking the Vehicle to Burning Man or EDC; (j) disabling the GPS if so equipped.
- **30.** 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, that we received, handled, or stored, or that was left or carried in or on the Vehicle, whether the loss or damage was caused by our negligence or was otherwise our responsibility.
- 31. No term of this Contract can be waived or modified except in writing and signed by us. 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 <u>Oregon</u> and <u>Jackson County</u> govern this Contract.
- **32.** 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.
- 33. If any provision of this Contract 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 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:

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Renter's Initials

Towing a Trailer Statement of Responsibility and Liability Waiver

I understand that towing a trailer adds certain considerations to the RV rental and that <u>it is my sole responsibility as a renter to</u> <u>ensure that those considerations are understood</u>. I agree that I will be **financially liable for all damages that occur to the trailer**. Insurance will normally pay for exterior damages excluding a deductible of <u>_____</u>. I am responsible for paying the deductible.

I, ______ (Renter) will not hold **Boundaryless Travel LLC** (Owner(s)), or any person or entity associated with the Property Manager or Owner including contractors, volunteers, or family members, responsible for any loss, damage to any person, or damage to the trailer whether it is the result of accident, negligence, or any other cause.

The considerations below may mitigate the risk of towing a trailer:

- 1. It is my responsibility to comply with the laws of the state of Oregon or any other state wherein I am towing the trailer concerning trailer brakes. If my tow vehicle does not have a brake controller installed, the owner may rent a portable brake controller for an additional fee. Renter assumes all risk and liability from failure to use or connect trailer brakes properly.
- 2. I will use the electrical connector on the tow vehicle to attach the trailer's electrical connector for tail lights, turn signals and brake lights. If needed, I will supply an adapter to mate the trailer electrical connector with the tow vehicle electrical connector.
- 3. I will use the safety chains to secure the trailer to the tow vehicle, crossing the chains under the tongue.
- 4. I will connect the breakaway cable between the tow vehicle and the trailer.
- 5. I am responsible for supplying my own hitch and ball and certify that they are correctly sized. If needed, the owner may provide a hitch and ball for a 2-inch receiver.
- 6. I certify that the weight limit for the tow vehicle hitch is 340 pounds or more.
- 7. I certify that I understand how to avoid fishtailing the trailer and that if I cannot drive at a speed and under load conditions to avoid fishtailing, I will slow down and/or redistribute loads in the tow vehicle and trailer to prevent fishtailing.
- 8. I certify that the tow vehicle tires are in good condition, with sufficient tread depth and properly inflated.
- 9. I agree that I am responsible for hitching the trailer to the hitch ball properly and safely.
- 10. I certify that I have pulled trailers before and that I understand how to properly turn and back up with the trailer.

Renter(s)' Signature:	Manager(s)'/Owner(s)' Signature:
Renter(s)' Name:	Manager(s)'/Owner(s)' Name:
Date:	Date:

Pet Statement of Responsibility and Liability Waiver

I understand that bringing a pet in an RV adds certain considerations to the RV rental and that **<u>it is my sole responsibility as a renter</u>** to ensure that those considerations are understood.

I, _______ (Renter) will not hold **Boundaryless Travel LLC** (Owner), or any person or entity associated with the Property Manager or Owner including contractors, volunteers, or family members, responsible for any issues relating to bringing a pet. This includes property damage, bodily injury of any sort, or death. Should any loss of any kind occur, I waive **all** liability claims against the Property Manager and Owner(s).

<u>All pets require prior approval. Only dogs are allowed. No cats or other types of pets. If you bring a pet and did not get prior approval, you may be assessed a fee up to \$500, or at the discretion of the manager/owner, you may be assessed your entire Security Deposit.</u>

There is no pet fee. Instead, we **require an additional security deposit of \$250 per dog**. Any damages done by the pet will be assessed against the Security Deposit.

Please bring old sheets to put over the beds and dinette seats to minimize pet hair in the RV.

Renter(s)' Signature:	Manager(s)'/Owner(s)' Signature:
Renter(s)' Name:	Manager(s)'/Owner(s)' Name:
Date:	Date:

COVID-19 Statement of Responsibility and Liability Waiver

I understand that **COVID-19** adds certain considerations to the RV rental and that <u>it is my sole responsibility as a renter to ensure</u> that those considerations are understood.

I, _______ (Renter) will not hold **Boundaryless Travel LLC** (Owner(s)), or any person or entity associated with the Property Manager(s) and Owner(s) including contractors, volunteers, or family members, responsible for any issues relating to COVID-19. This includes bodily injury of any sort or illness or death. Should any loss of any kind occur, I waive **all** liability claims against the Property Manager(s) and Owner(s).

The following considerations apply to the check-out / delivery / check-in / pick-up procedures:

- 1) Any renter who is sick, running a **fever, or coughing must not** participate in the orientation.
- 2) Any **person that has tested positive** (unless followed by TWO negative tests with printed and dated results) or has an active case of covid-19 must not participate in or be present for the orientation, check out, delivery, check in or pick-up.
- 3) Antibacterial hand soap is available in the RV.
- 4) **Disinfectant wipes** are available in the RV and all surfaces have been disinfected prior to the orientation, check out, delivery, check in or pick-up.
- 5) While already disinfected, the renter must use disinfectant wipes on all surfaces in the RV before check-in or pick up.

Renter(s)' Signature:	Manager(s)'/Owner(s)' Signature:
Renter(s)' Name:	Manager(s)'/Owner(s)' Name:
Date:	Date:

Rules

1. No Smoking, Vaping, Marijuana, or drug use is allowed in vehicle. Your entire security deposit will be held until remediation can be obtained. Whatever amount the remediation specialist charges PLUS a service fee of \$500 will be assessed from the security deposit, and any remaining balance will be refunded to the renter as long as there are no other overages or damages.

2. Dogs are welcome, but no cats or other types of pets. Owner is highly allergic to cats. Please advise to the size, breed and age of your dog. Since this is a small camper, we recommend keeping large dogs outside, in a kennel, or in your vehicle instead. If there is excessive dirt or damage, or evidence of a pet other than an approved dog, you will be subject to an additional cleaning charge of \$500 plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.

3. We can provide certain additional offerings and add-ons to ensure you enjoy your trip! Please ask if you are wanting something.

4. You are responsible for any ticket, tolls, tows, and impounds, even if the notice arrives after returning the camper or after late fees or other admin fees have been assessed.

5. Tire damage is your responsibility. If the renter believes the damage is due to negligence, the tire must be brought back for professional evaluation. Reimbursement is based on evaluation results.

6. Renter is responsible for checking/maintaining tire pressure at each refueling. Cost due to negligence resulting in mechanical damage or tire damage will be renter's responsibility.

7. If there is a mechanical failure or problem requiring roadside assistance, renter should call the roadside assistance number provided by insurer and alert owner immediately. RENTER SHALL NOT ATTEMPT TO MAKE REPAIRS. Out of pocket expense for repairs required and which are not covered by insurance or roadside assistance will be reimbursed by owner upon return of vehicle as long as the owner is made aware PRIOR to such repairs and receipts are provided.

8. Owner will provide information on operation of vehicle at time of pickup and will provide instruction manuals for operation of systems, features and appliances. It is renter's responsibility to understand and follow instructions. Failure to use proper handling of any of the systems, features or appliances in RV may result in damage and renter will be liable for all associated repair costs.

9. GPS Monitoring is installed and active.

10. Returns are due from 8am until 11am unless otherwise previously arranged. At 11:01am, you are considered late and may incur a late fee.

11. Pick up is from 2pm until 5pm unless otherwise previously arranged. At 5:01pm, you are considered late and may incur a late fee.

12. Delivery and setup is from 1pm to 4pm, unless otherwise previously arranged. The renter MUST be present at time of delivery. We will not deliver to first come first serve RV sites. RV site reservation confirmation must have the renter on it and must be forwarded to owner at least two days before delivery is due.

13. No Burning Man or other events of a similar nature. Evidence of breaking this rule may result in potential forfeiture of your entire security deposit at the manager's/owner's discretion.

14. No climbing, hanging, or attaching anything on outside of camper. Evidence of breaking this rule may result in potential forfeiture of your entire security deposit at the manager's/owner's discretion.

15. If towing, do not drive over 55 miles per hour while towing the camper and do not exceed speed limits or drive in a dangerous, reckless, or intoxicated manner. GPS monitoring may alert owner of speeding or reckless behavior, and owner may contact you, assess fees, or retrieve camper. Evidence of breaking this rule may result in potential forfeiture of your entire security deposit at the manager's/owner's discretion.

16. Do not move camper without fully and completely connecting all latches, chains, and cables to the tow vehicle, and making sure all chock blocks and other obstacles are out of the way. Canopy MUST be in the closed down position and locked, and every door must be shut and locked, prior to moving. Evidence of breaking this rule may result in potential forfeiture of your entire security deposit at the manager's/owner's discretion.

17. No Refunds

Renter(s)' Signature:	Manager(s)'/Owner(s)' Signature:
Pontor(a)' Name	Managar(a)'/()waar(a)' Nama
Renter(s)' Name:	Manager(s)'/Owner(s)' Name:
Date:	Date: