

RV Rental Agreement

Rental Period: _____, _____ (_____ PST Checkout) through _____,
_____ (Check in before _____ PST)

Please read this RV Rental Agreement carefully before consummating the rental of the RV. Rental services are limited to those persons who are twenty-five (25) years of age and older in accordance with state and federal laws. By renting the RV, Authorized Driver warrants Authorized Driver is the requisite minimum age, and that Authorized Driver has the right, authority, and capacity to agree to and abide by these Terms.

1. Additional Definitions.

“**RV Owner**” refers to David Schapira of 5042 Hamel Street, Davis, California, 95618.

“**Authorized Driver**” means the Renter and each driver listed on the Departure Form who is permitted to drive the RV. Each Authorized Driver must provide a copy of a valid driver’s license to the RV Owner and be at least twenty-five (25) years of age.

“**Charges**” means the fees and charges that are incurred under these Terms.

“**Rental Period**” means the period between the time Authorized Driver takes possession of the RV until the RV is either returned to or recovered by RV Owner and checked in by RV Owner.

“**RV**” means the 2016 Forest River FR3 32DS owned by David Schapira.

2. Insurance Policy Terms.

As a condition to the rental of the RV, the Authorized Driver has elected to attach an insurance policy to the rental of the RV underwritten by National General Insurance (“Insurance Company”) and to use this RV Rental Agreement & Insurance Terms to serve as the contract between Authorized Driver and the RV Owner with regard to The Policy issued by the Insurance Company. By renting the RV, Authorized Driver agrees to all the Terms contained herein, including the terms associated with The Policy. If Authorized Driver does not agree to these Terms, Authorized Driver’s only recourse is to not rent the RV.

Authorized Driver will add RV Owner as additional insured to The Policy, which includes coverage limits at or above the minimums in the State of California.

The Policy covers accidents or occurrences while the Renter or an Authorized Driver is operating the vehicle listed on The Policy, for the coverage provided by The Policy and for which Authorized Driver has paid a premium. In addition, The Policy covers accidents or occurrences while the vehicle listed on The Policy is occupied but not under operation, for the coverage provided by The Policy and for which Authorized Driver has paid a premium. Coverage will include: Comprehensive and Collision with a deductible per occurrence and bodily injury and property damage liability. This is the Underlying Liability coverage offered through The Policy.

If the RV is taken to state or province other than California that has compulsory insurance or a similar law requiring a driver using a recreational vehicle in that state or province to maintain insurance with limits of liability for bodily injury or property damage higher than the limits The Policy provides, then the limits of liability under The Policy must be the higher of the Minimum Liability Coverage limits required by the law in that state or province or the applicable limits of liability provided for that insured under The Policy.

The Authorized Driver is not permitted to take the RV to any country other than the United States of America.

3. Authorized Driver's Representations, Rental, Indemnity, and Warranties.

RV Owner may repossess the RV at Authorized Driver's expense without notice to Authorized Driver if the RV is abandoned or used in violation of law or these Terms. Authorized Driver agrees to indemnify RV Owner, defend RV Owner, and hold RV Owner harmless from all claims, liability, costs and attorneys' fees RV Owner incurs resulting from, or arising out of this rental, Authorized Driver's use of the RV, RV Owner's repossession of it, or any unsafe fueling practices performed by Authorized Driver. **RV Owner makes no warranties, express, implied or apparent, regarding the RV or Optional Equipment, no warranty of merchantability and no warranty that the RV or Optional Equipment is fit for a particular purpose.**

4. Condition and Return of RV.

Authorized Driver must return the RV to the place of pick up or other location that RV Owner specifies, on the date and time due and in the same condition that Authorized Driver received it except for ordinary wear. Authorized Driver must empty waste tanks. If Authorized Driver wishes to extend the Rental Period, he/she must do so by booking a rental extension through mutual agreement with the RV

Owner. If the RV is returned after the date and time due, Authorized Driver is responsible for any financial loss of incurred by RV Owner due to the late return, including additional rental days. Service to the RV or replacement of parts or accessories during the Rental Period must have RV Owner's prior written approval. Authorized Driver must check and maintain all fluid levels and return the RV with at least the same amount of fuel as when received.

5. Responsibility for Damage or Loss; Reporting to Police.

Authorized Driver is responsible for all damage to, loss or theft of the RV, including damage caused by weather, acts of God or terrain conditions. Responsibility will include: **(a)** all physical damage to the RV measured as follows: (i) if RV Owner determines that the RV is a total loss, the actual cash value of the RV, less salvage; (ii) if RV Owner determines that the RV is repairable, the reasonable estimated retail value or actual cost of repair; **(b)** towing, storage, and impound charges and other reasonable incidental and consequential damages; and **(c)** all costs associated with enforcement of these Terms or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. Authorized Driver must report all collisions or incidents of theft and vandalism to RV Owner and the police as soon as Authorized Driver discovers them. RV Owner agrees to properly maintain the RV; damage as a result of RV Owner's lack of proper maintenance, or from mechanical or electrical failure which is not a result of Authorized Driver's negligence or improper use, is RV Owner's responsibility.

6. Prohibited Uses.

The following acts or uses of the RV are prohibited and constitute material breaches of these Terms:

(a) Towing or pushing anything using the RV:

(b) Driving of the RV: (i) by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the RV or extended the Rental Period by giving RV Owner false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for business use purposes; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States; (viii) when loaded beyond the manufacturer's suggested tow rating for the RV; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (x) when it is reasonable to expect Authorized Driver to know that further operation would damage the RV; (xi) in a manner that causes

damage to the RV due to inadequately secured cargo; (xii) when the RV has insufficient towing capacity as determined by the manufacturer of this RV; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing RV;

(c) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the RV;

(d) Failing to summon the police to an accident involving the RV;

(e) Damaging the RV by intentional, wanton, willful or reckless conduct of Authorized Driver;

(f) Transporting an animal (other than a service animal) in the RV without our written consent;

(g) Sitting, standing or lying on the roof or exterior of the RV;

(h) Transporting passengers in or on the RV while the RV is being towed;

(i) Placing signs or lettering on the outside of the RV;

(j) Placing loudspeakers or other sound equipment on the exterior of the RV;

(k) Failing to use the RV in compliance with all instructions and warnings provided by RV Owner;

(l) Using fuel with an octane rating higher than 87; and

(m) Smoking in the RV without written consent from RV Owner.

7. Optional Equipment.

RV Owner may offer certain “Optional Equipment,” which may include kitchen or linen packages and bicycle rack, upon request and subject to availability for Authorized Driver’s use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to RV Owner at the end of the rental in the same condition as when rented.**

8. Charges and Costs; Reserve.

Authorized Driver agrees to pay RV Owner at or before the initiation of this rental or upon demand of RV Owner, all Charges, including: (a) base rental rate for the Rental Period, which may include a security deposit; (b) optional products and services purchased by Authorized Driver; (c) taxes and surcharges; (d) all expenses RV Owner incurs in locating and recovering the RV if Authorized Driver fails to return it or if RV Owner elects to repossess the RV under these Terms; (e) all costs, including pre- and post-judgment attorney fees, RV Owner incurs collecting payment from Authorized Driver or otherwise enforcing our rights under these Terms; (f) a reasonable cleaning fee if the RV is returned substantially less clean than when rented; (g) a reasonable late fee if Authorized Driver does not return the RV on the date and time due, and Authorized Driver may be charged the standard rates for each day (or partial day) after the date due, which may be substantially higher than the rates for the initially-agreed-upon Rental Period if a special or promotional rate applied to the initially-agreed-upon Rental Period; (h) if Authorized Driver does not return the RV to the place of pick up or other location that RV Owner specifies, a reasonable recovery fee, plus no more than \$1/mile for every mile between the place of pick up and the place where the RV is returned, repossessed, or abandoned; (i) replacement cost of lost or damaged parts and supplies used in Optional Equipment; (j) a reasonable dumping fee if the RV's waste tanks have not been drained (valves open, caps off) prior to return of the RV; (k) a reasonable refueling fee plus the cost of fuel if Authorized Driver fails to refill the fuel tank; (l) \$.45 per mile for each additional mile recorded by the odometer in excess of the 100 miles per rental night allotted under this agreement; (m) \$4 per hour for each additional generator usage hour recorded by the RV in excess of the 4 hour per rental night allotted under this agreement; and (n) replacement cost, or the cost of repairs, for any damage sustained to the RV as previously specified in these Terms. Time, mileage and other Charges are nonrefundable if the RV is returned earlier than the date due. Any Payment Reserve paid by Authorized Driver may be used to pay for any Charges incurred under these Terms.

Authorized Driver acknowledges that Departure and Return Forms provided by the RV Owner must be submitted to the RV Owner for review in order for any deposit reimbursement to be made. All Charges and the Departure and Return Forms are subject to final review by the RV Owner.

9. Authorized Driver Property.

Authorized Driver releases RV Owner from all claims for loss of, or damage to, personal property of Authorized Driver or that of any other person, that RV Owner received, handled or stored, or that was left or carried in or on the RV or in any

service RV or at the place of pick up, whether or not the loss or damage was caused by RV Owner negligence or was otherwise RV owner responsibility.

10. Responsibility for Traffic Violations, and Other Charges.

Authorized Driver is responsible for paying the applicable authorities directly for all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against Authorized Driver, RV Owner or the RV during the Rental Period. If RV Owner is notified by the authorities that RV Owner may be responsible for payment of a Violation, Authorized Driver authorizes RV Owner to release Authorized Driver’s rental and payment card information to a processing firm (a “Processor”) for processing and billing purposes. If RV Owner or the Processor pay a toll or Violation on behalf of Authorized Driver, Authorized Driver authorizes RV Owner or the Processor to charge all such payments, service fees and administrative fees to the payment card Authorized Driver used in connection with this rental.

11. RV Owner Responsibility to Authorized Driver if the RV becomes Inoperable.

If the RV becomes inoperable for more than 24 hours, RV Owner liability to Authorized Driver is limited to the daily rental rate times the number of days the RV is inoperable. RV Owner is not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by Authorized Driver as a result of breakdown or any problem(s) with the RV.

12. Personal Information; Telematics Devices; Consent to Communications.

Authorized Driver agrees that RV Owner may disclose personally identifiable information about Authorized Driver to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under these Terms and other legitimate business functions. **The RV may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** Authorized Driver agrees to inform all drivers and passengers of the RV of the terms of this section, and that Authorized Driver has authorized release of information collected by GPS or other telematics system. Authorized Driver agrees that to service or otherwise administer Authorized Driver’s account or to recover amounts Authorized Driver may owe, that a collection agency of RV Owner’s choosing (“Collector”), may contact Authorized Driver by calling or sending text messages or emails to any email address or telephone

number Authorized Driver provides, including wireless telephone numbers, which could result in additional charges to Authorized Driver. Authorized Driver represents that Authorized Driver is either the owner or the primary user of the number(s) or email address that Authorized Driver has provided and that the contact information provided is accurate and easily accessible to Authorized Driver. Authorized Driver agrees to update RV Owner promptly if that the number(s) or email address changes so that RV Owner does not try to contact a number or email address that is no longer owned or used by Authorized Driver.

13. Miscellaneous.

These Terms constitute the entire Terms between Authorized Driver and RV Owner. All prior representations and Terms between the parties regarding this rental are void. A waiver by RV Owner of any breach of these Terms is not a waiver of any additional breach or waiver of the performance of Authorized Driver's obligations under these Terms. RV Owner's acceptance of payment from Authorized Driver or RV owner's failure, refusal or neglect to exercise any of our rights under these Terms does not constitute a waiver of any other provision of these Terms.

Unless prohibited by law, Authorized Driver releases RV Owner from any liability for consequential, special or punitive damages in connection with this rental or the reservation of RV. If any provision of these Terms is deemed void or unenforceable, the remaining provisions are valid and enforceable. These Terms will be governed by the substantive law of the State of California and Authorized Driver irrevocably and unconditionally consents and submits to the nonexclusive jurisdiction of the courts located in that jurisdiction.

As parties to this agreement, we, the undersigned, agree in whole to its terms.

RV Owner Signature

RV Owner Print

Date

Authorized Driver #1 Signature

Authorized Driver #1 Print

Date

Authorized Driver #2 Signature

Authorized Driver #2 Print

Date

