

Rental Agreement

This agreement constitutes a contract between the person(s) named on the contract and
Todd & Heidi Eldredge

RENTER NAME: _____.

RENTER ADDRESS (Include City, State, Zip): _____.

RENTER HOME PHONE: _____.

RESERVED DATES:_____ . RETURN DATES:_____.

NUMBER OF ADULTS:_____ ; CHILDREN_____

Todd & Heidi Eldredge and Renter agree as follows:

1. RV SLEEPING CAPACITY:

Fleetwood Discovery 38W Class A RV - 8 People

You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the Rental, and unless prior written approval has been granted by Todd & Heidi Eldredge, you agree to abide by such limitations. Above Renter is at least 25 years of age and will be an occupant of the unit during the entire reserved period.

2. PICKING UP YOUR RENTAL: Renter will need at least 60 minutes to check-out on the first day of the reservation. This allows a full orientation of all aspects of the unit you have selected. All pickups are scheduled and by appointment only. If appointment time is missed, the pick-up time can be rescheduled for the next available opening. Earlier pickup times may be accommodated as a courtesy only.

3. RETURNING YOUR RENTAL: Rentals are due back by 10:00 a.m. on your scheduled day back. Late returns, without prior approval will result in an additional night charge. Renters will need time to check the Rental back in, so please allow 30 minutes or longer. While we do a complete walk-through of the Rental upon return, we have a 10-day "post rental" detailed inspection that is completed to ensure there are no issues with the Rental following your time period. After we have completely checked in the Rental, we will mail (within 14 business days) your FULL deposit refund (*less any adjustments for damages, if applicable*). Late returns are accommodated as a courtesy only. Our goal is to make sure the next renter has a properly prepared and cleaned Rental. Lost rental income due to late returns will be the renter's responsibility. If Renter chooses to allow Todd & Heidi Eldredge to clean and empty the black and gray holding tanks, a \$400 fee (\$300 to clean, \$100 to dump) will be subtracted from the deposit.

4. PAYMENT POLICY: A deposit in the amount of ½ the rental fee for your entire stay is required at the time your reservation is made, to hold your reservation. Rentals during a holiday and event weeks require full payment at the time of reservation. Payments may be made by MasterCard, Visa or Debit Card. Deposits made by Personal Check, Money Order, Traveler's Checks, Certified Check and Cashier's Check must be received within 14 days of booking. No personal checks will be accepted at Check-In.

5. RENTAL INSURANCE: Rental insurance must always be carried on the RV. If the Renters insurance company provided by RV Share does not cover damage on the unit, Renter's third-party insurance company will be charged. Renter is liable for the full amount of damage even if this damage is not fully covered by the RV Share policy, or the renter's personal insurance policy. The reservation deposit of \$1000 is to ensure that damage which occurs during the rental is guaranteed and will cover any insurance deductibles, damages, lost items and/or lost income from a damaged unit. Damage in excess of this amount and not covered by insurance will be collected from renter's credit card (below) If the rental is returned without said damages and/or cleaning provisions, the FULL \$1000 will be returned to renter within 14 business days.

If paying by credit card please list number below:

Card # _____.

Exp # _____.

Name on Card: _____.

The Security Deposit, whether by cash or held on credit card is provided as security against damage to the Rental, theft, late check-out and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by Todd & Heidi Eldredge hereby agrees to indemnify and hold Todd & Heidi Eldredge harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein.

Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Todd & Heidi Eldredge harmless with respect thereto. Renter(s) agrees to indemnify Todd & Heidi Eldredge for any damage to the dwelling, grounds, furnishings, and household items. Should damage result from a renter(s) occupancy, Todd & Heidi Eldredge is authorized to utilize the credit card on file or the cash security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. Todd & Heidi Eldredge is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity.

6. CLEANING: Each property will be inspected, sanitized and cleaned after your departure. We ask that the RV Unit be returned in the same general condition that you received it. If a significant cleaning is required, appropriate charges will be deducted from your deposit at the rate of \$50 per hour (\$300 min to clean, \$100 to dump). Please be sure to empty the holding tanks before the unit is brought back.

7. NO PETS OR SMOKING ARE ALLOWED: Since many people have allergies and it is difficult to remove the odors and allergens associated with both pets and smoke, we must **STRICTLY ENFORCE** this policy. If evidence of pets on site or evidence of smoking inside the Rental is found, Todd & Heidi Eldredge reserves the right to charge \$1000.00 to treat the property for fleas and/or allergens. In addition, any damage caused by pets, smoking, vaping or drug use materials will be charged to renter's damage deposit or credit card on file.

8. WHAT WE SUPPLY: Included in your reservation, Todd & Heidi Eldredge supply the Rental with clean sheets for the master bed and for the bed above the cab, 8 piece dining ware, an assortment of pots and pans, and towels for some basic kitchen/bathroom needs (see inventory chart for comprehensive list of supplies). **EACH ITEM TAKEN FROM THE UNIT WILL RESULT IN A CHARGE TO YOUR CREDIT CARD AS POSTED IN THE**

RVSHARE FEE SCHEDULE. It may be necessary for you to bring additional items for your personal use during your visit.

9. MILEAGE POLICY: Renter is allotted 75 miles per day at no charge. Any additional miles will be charged \$.65 per mile. This charge will be assessed and paid at the Rentals return.

10. RENTERS LIABILITY: Renter agrees to accept liability for any damages caused to the Rental by renter or renter's guests, including, but not limited to, damage to the Rental in any way or damage to any appliances and/or equipment furnished. If damages exceed the amount of the security deposit held, renter agrees to reimburse Todd & Heidi Eldredge for costs incurred to repair/replace damaged items.

11. HOLD HARMLESS: Todd & Heidi Eldredge does not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Todd & Heidi Eldredge accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.

12. AWNING: Due to the weather changing in a matter of seconds, the awning can be used at the renter's risk. The renter is liable for any and all damages caused to and by the awning.

13. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Todd & Heidi Eldredge, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Todd & Heidi Eldredge free and harmless of any claim or suit arising therein. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest violates any conditions of this agreement, Todd & Heidi Eldredge may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event Todd & Heidi Eldredge has to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Hays County, Texas, and consents to the personal jurisdiction of any proper court located therein.

REMEMBER THAT YOU ARE RENTING OUR PRIVATE VEHICLE.

PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN

TO YOUR OWN HOME.

RENTER PRINTED NAME _____

RENTER SIGNATURE _____ DATE _____

RENTER PRINTED NAME _____

RENTER SIGNATURE _____ DATE _____

RENTER PRINTED NAME _____

RENTER SIGNATURE _____ DATE _____