



SOAR RV Adventures, LLC

ADDITIONAL TERMS - RENTAL CONTRACT

By accepting the booking via RV Share the renter accepts the following additional terms - rental contract.

Renter hereby agrees to the following terms:

- 1) **Prepaid Late Return:** All rentals are due back on the return day at designated time stipulated in the rental agreement. If you are unable to return by the designated time, we offer a late return option that extends the return time three hours later for \$100 payable upon return. This is based on availability and must be agreed upon 24 hours prior to the designated return time.. If you need to return later than 2:00 pm, you will need to extend your rental by another day. ****Renters may have different return times agreed upon by the OWNER****
- 2) **CANCELLATION POLICY:** Renter(s) are entitled to a full refund, less the RVshare service fee, for all cancellations made at least 30 days prior to the rental start date. Less than 30 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all booking made within 7 days of the rental startdate, a 1-hour grace period is given. If a booking is canceled during a grace period, a full refund including the RVshare service fee will be granted.
- 3) **DAMAGE DEPOSIT** is required for all rentals: A pending charge of \$1500 will be made to the credit card on file just prior to the rental period and will be released after inspection following the rental. The damage deposit is provided as security against damage to the RV, theft, and violations of any Renter(s)'s agreements. An inspection is done at pickup and after each return for any damage done to the RV. 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 RV or the items of personal property. Renter(s) hereby agrees to indemnify and hold OWNER harmless from any and all claims, including those of thor parties, arising out of or in any way related to Renter(s) use of the RV or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any activities and will hold OWNER harmless with respect thereto. Renter(s) agrees to indemnify RV OWNER for any damages to any personal property, dwelling, grounds, furnishings, and household items. In the event that damage results from a Renter(s) use or occupancy, RV OWNER is authorized to utilize the damage deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the damage deposit held.
- 4) **EXAMINATION:** You acknowledge that you have carefully examined the RV and have marked any previous damage on the Checkout form. You find the RV suitable for the purpose for which it is leased. You will maintain both the RV and rented equipment in a safe and

dependable condition while in your custody. You agree and understand non-operating secondary systems do not constitute a discount.

5) **UNINSURED/UNDERINSURED MOTORISTS:** Renter(s) agrees to cover and pay for all damage caused to the RV from uninsured motorists, underinsured motorists, or uninsured/underinsured motorists, including but not limited to bodily injury, or property damage, medical payments, or personal injury, or any other occurrences during the rental period.

6) **INSURANCE:** Renter is to provide liability and physical damage insurance for the rented unit. Renter may either provide an insurance binder or purchase insurance from a retailer (or through RVShare) for the days rented. Renters must provide all documents to show that the vehicle and the renters(s) are fully covered throughout the rental period. You agree and give SOAR RV Adventures and/or authorized representatives full right to receive compensation for any and all damages made to the unit through the security deposit on file or the insurance coverage provided. If there is insurance deductible, on the coverage, on file you agree to pay that deductible.

7) **DRIVER INFORMATION:** You understand that a copy of the drivers current drivers license(s) and insurance certificates must be present BEFORE departure. You must be 25 years of age or older to rent the motorhome. All persons driving must provide copies of licenses no later than when the RV is picked up.

8) **CLEANING: YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure the dishes are done and put away, floors are swept, counters are wiped, trash is removed, and tanks are emptied, and the RV is generally picked up and ready to be mopped, dusted, cleaned and sanitized, If additional cleaning is required, including but no limited to smoke smell, foul or offensive odors, stains, gum, ped smell or hair, etc. A Deep Cleaning fee of \$150 will be charged.

9) **NO PETS, SMOKING, VAPING OR DRUGS ARE ALLOWED:** Since many people have allergies and it is difficult to remove the odors of allergens associated with both pets and smoke, we must **STRICTLY ENFORCE** this policy. If evidence of pets or evidence of smoking inside the RV are found, **OWNER** reserves the right to cancel your rental reservation and occupants of rental with no refund of rental as well as full loss of damage deposit on hand. Renter(s) is liable and responsible to pay all additional costs that may be incurred over and above the damage deposit. Additional costs will be charged against the credit card on file.

10) **NO UNAUTHORIZED TOWING:** Towing of rented rv is not allowed without prior authorization. If towing is to be done without our prior permission the renter will not be reimbursed for towing charges as they were unauthorized.

11) **FUEL AND PROPANE:** Vehicle must be returned to us with the fuel tank at the same level as when picked up. You acknowledge that you are responsible for the extra charge of a \$25 labor fee, plus \$4.50 per gallon of fuel. If the RV is returned with less propane than when

picked up at the beginning of the rental term then the owner will refill propane at no extra charge. Renter will be responsible for the cost of the propane. Extra Fuel or Propane will not be reimbursed.

12) **TIRES:** Since all tires installed on a rental vehicle are in good working condition, you are responsible for tire damages. You acknowledge and understand all tire repair/replacement/reimbursement is entirely your responsibility while RV is in your possession. All failed tires must be returned to us for inspection. You understand that damage done by you, road hazards, or curb cutting will not be reimbursed. Damaged tires must be replaced with brand new tires. You must bring us a receipt of the newly purchased tires. All tires must be replaced by a brand name tire store. All replaced tires must be brand name tires made in the USA.

13) **PROHIBITED USES:** The vehicle will not be driven by anyone who is not an Authorized Driver; by anyone not licensed to drive; by anyone who's driving license is suspended or restricted because of past traffic law violations; by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs; by anyone who obtained the vehicle by giving us false, fraudulent or misleading information; in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; to carry persons or property for hire or for compensation; to push anything; to tow anything, unless authorized by us in writing; in any race or speed contest; to carry dangerous, hazardous or illegal material; outside the United States or in any area restricted by terms found elsewhere by this agreement; when loaded beyond its capacity as determined by the manufacturer of the vehicle; on an unpaved surface except at an RV campground; to transport more persons than the vehicle has seat belts or to carry persons outside the passenger compartment; to transport children without a federally approved child safety restraint or booster seat as required by state law; when the vehicle's fluid levels are low or its otherwise reasonable to expect you know that further operation of the vehicle would damage it; with any inadequately secured cargo; after an accident involving the vehicle without first reporting the accident to the police and us. Driving the vehicle under an overpass, overhang or roof structure without sufficient clearance is also prohibited. You agree not to sit, stand or lie on the roof of the vehicle. The owner reserves the right to utilize a Global Positioning Unit on the RV to assure the location and use of the RV by the renter. No information obtained by the GPS data will be shared unless needed for an insurance claim or at the request of Law Enforcement with an active criminal investigation.

14) **MILEAGE:** You are getting a standard 100 free miles per night of the rental. You agree and understand that if you exceed said miles you are responsible for the extra charges associated with the mileage overage. You understand there is an additional fee per mile over the allotted free miles: \$0.45. We offer \$.10 off overage miles if you prepay for expected mileage overages. You understand that if you prepaid for said miles and traveled over said miles, you are responsible for the payment of additional miles.

15) **WHAT YOU SHOULD BRING:** Plan on packing your personal items, cleaning supplies, food, etc. Since we only provide kitchenware to get you started, it may be necessary for you to stock these items during your visit.

16) **TOLLS AND TRAFFIC VIOLATIONS:** The renter agrees to pay all tolls and traffic violations incurred throughout the course of the trip. All tolls and traffic violations are to be paid during or after the rental period.

17) **RENTER(S)'S LIABILITY:** Renter(s) agrees to accept liability for any damages caused to the RV by Renter(s) or Renter(s) guests, including, but not limited to damage to the RV in any way or damage to any appliances, personal property, kitchenware, or equipment furnished. Renter(s) is liable and responsible to pay all additional costs that may be incurred over and above the damage deposit. Additional costs will be charged against the credit card on file. Damage shall be determined by OWNER in its reasonable discretion. OWNER shall notify Renter(s) in writing, via email, within 24 hours of identifying damage not visible and apparent during return inspection. We highly recommend not using the awning when wind is blowing, if Renter(s) chooses to use awning, any damages are the responsibility of Renter(s) and will be charged against the credit card on file. This includes weather related damage to awning (typical awning repairs range from \$500 to \$2,000). Renter(s) assumes all liability for loss, damage, or injury to Renter(s) its guests or persons or their personal property. Renter(s) hereby agrees to hold harmless and forever defend OWNER for all loss, damage, injury, or any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing. Renter(s) accepts all liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons during the rental period.

18) HOLD HARMLESS, RELEASE, INDEMNIFICATION AND DEFENSE: THE UNDERSIGNED RENTER(S), FOR HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNORS, EXECUTORS, AND ADMINISTRATORS, FULLY RELEASES AND DISCHARGES OWNER, 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 RENTER(S), OR ANY OF RENTERS(S) GUESTS AS A RESULT OF, OR IN CONNECTION WITH THE OCCUPANCY, USE, OR RENTAL OF THE RV AND AGREES TO HOLD OWNER FREE AND HARMLESS OF ANY CLAIM OR SUIT ARISING THEREFROM. RENTER(S) AGREES TO DEFEND AND PAY FOR OWNER'S REASONABLE ATTORNEY FEES AND COSTS TO DEFEND OWNER FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION BY REASON OF ANY INJURY OR WHATEVER NATURE WHICH HAS OR HAVE OCCURRED, OR MAY OCCUR TO RENTER(S), OR ANY OF RENTER(S) GUESTS AS A RESULT OF, OR IN CONNECTION WITH THE OCCUPANCY, USE, OR RENTAL OF THE RV. RENTER(S), FOR HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNORS, EXECUTORS, AND ADMINISTRATORS, AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND JARED PASSCHIER AND HEIDI PASSCHIER ("OWNER), AGAINST ANY AND ALL CLAIMS, DAMAGES, ACTIONS OR CAUSES OF ACTION AND EXPENSE TO WHICH IT, OR THEY, MAY BE SUBJECTED BY REASON OF RENTER(S)'S USE, POSSESSION, OPERATION, RENTAL, DRIVING, ACCIDENT, OR OTHER ACTIVITIES OR BY REASON OF

ANY USE, OPERATION, RENTAL, DRIVING OR OTHER ACTIVITIES ASSOCIATED OR OMISSION OR NEGLIGENCE MADE BY RENTER(S), ITS FAMILY, GUESTS, INVITEES, DESIGNEES, DRIVERS, OR AGENTS IN CONNECTION WITH RENTER(S)'S USE, POSSESSION, OPERATION, RENTAL, DRIVING, ACCIDENT, OR OTHER ACTIONS. RENTER(S) HEREBY ACKNOWLEDGES THE VEHICLE IS IN WORKING CONDITION AND SUITABLE FOR RENTER(S)'S USE, POSSESSION, OPERATION, RENTAL, AND DRIVING OF THE RV AND ASSUMES ALL LIABILITY, RESPONSIBILITY, AND RISK ASSOCIATED WITH SUCH RENTAL, DRIVING, OPERATION, POSSESSION, USE OR OTHER ACTIVITIES AND AGREES TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND OWNER.

19) **CONCEALMENT OR FRAUD:** This policy is void as to “renter” and any other “covered person”, if “renter” under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this rental agreement.

20) **TERMINATION:** If Renter violates any conditions of this agreement, OWNER may terminate this agreement and Renter shall return RV immediately. Upon notice of termination of this agreement, Renter(s) shall return the RV immediately. In the event OWNER must resort to legal process to enforce rights under the agreement, Renter(s) shall be responsible for reasonable Attorney fees and costs.

21) **QUESTIONS REGARDING THIS CONTRACT:** All questions regarding this agreement are to be directed to:

**Owner: SOAR RV ADVENTURES, LLC
Jared Passchier and/or Heidi Passchier
10750 Douglas Dr
Allendale MI 49401**

