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## Adventure RV Rentals at Lake of the Ozarks

10448 Highway 52  
Versailles, Mo. 65084  
573-284-9040

# Rental Agreement

This RV Rental Agreement (“Agreement”), along with the Adventure RV Rentals at Lake of the Ozarks Terms of Service and Policies, which are incorporated herein by reference, is made by and between the persons listed in the booking details page of your Adventure RV Rentals at Lake of the Ozarks account, namely the Renter and the RV Rental Owner, (Owner refers also to Adventure RV Rentals at Lake of the Ozarks), for the rented vehicle (the “Rental”). Renter and Owner are referred to collectively herein as the “Parties”.

The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Owner, it has also released and/or indemnified Owner’s officers, directors, employees, agents, affiliates, and the vehicle's owner of record.

**\_\_\_\_\_ Renter and Owner Agree on the terms of the Agreement.** By entering into a confirmed booking, Renter and Owner understand and acknowledge that they have read and agree to the terms of this Agreement as well as Adventure RV Rentals at Lake of the Ozarks other Terms and Services Policies before being asked to exchange possession of the Rental. Additionally, Renter permits Adventure RV Rentals at Lake of the Ozarks to process a charge to the card listed on file for all rental and claim related charges due under this Agreement. A confirmed booking is an express agreement to this Agreement and Adventure RV Rentals at Lake of the Ozarks Terms of Service and Policies.

**\_\_\_\_\_ Renter is the primary responsible party.** The Renter has read and agrees to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary responsible party and will take full responsibility for any damage or incidents occurring during the rental period.

### Rental Agreement Terms and Conditions

**Renter and Owner by Definition.** The “Renter” shall mean the individual person completing a booking with Adventure RV Rentals at Lake of the Ozarks. The “Owner” shall be the individual person or legal person accepting a booking using Adventure RV Rentals at Lake of the Ozarks rental account. Renter acknowledges that Owner may not own the Rental it is renting, and rents the Rental pursuant to a valid third-party agreement with the “Third Party Titled Owner” of the unit. Owner represents and warrants that it has the legal authority to enter into a booking and renting the Rental. This agreement is not assignable by Renter.

**Rental by Definition.** The “Rental” means the motorized or non-motorized (towable) vehicle rented by the Renter from the Owner, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by the Owner with the vehicle.

**Renter accepts Rental “as is”** with all faults and without reservation. Owner (including the “Third Party Titled Owner”) of the rental, does not warrant and expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the rental or tire condition or quality, performance, utility, suitability, or fitness for any particular purpose.

\_\_\_\_\_ **Owner has the right of possession of the Rental over the Renter.** Renter agrees that Owner shall always have a superior right of possession of the Rental over Renter. In the event that Owner, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Owner shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Owner recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs. Owner agrees that Renter is wholly responsible for these charges and will hold Adventure RV Rentals at Lake of the Ozarks harmless.

**Rental Period.** The “Rental Period” begins when the Owner provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental Period ends upon the completed return of the Rental to the Owner.

\_\_\_\_\_ **\$25 Pet Fee. Pets are welcome, but Renter must notify Owners that they will be stay in the Rental.** Pets or other animals are allowed into the Rental with prior notification to the Owner. Owners agree to comply with all laws, including the federal Americans with Disability Act (ADA). **Owner may collect fees for any damage sustained to the Rental by pets or animals, including Service Animal.**

\_\_\_\_\_ **Shall notify Owner of any damages that have occurred.** Renter or any additional driver, whether authorized or not: (1) Shall promptly report to Owner any damage to or loss of the Rental when it occurs or when Renter learns of it and provides Owner with a written accident/incident report (2) where required by law, Renter shall report an accident to law enforcement; (3) Renter shall cooperate with investigations (4) Renter shall not leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows as where the Rental is stolen or vandalized; or (5) intentionally or with willful disregard cause or allow damage to the Rental. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Owner and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.

**Departure Policy.** Owner shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter’s trip, the Renter must notify Adventure RV Rentals at Lake of the Ozarks Owner 573-284-9040 or 702-845-3103. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

Owner agrees that they will take photos within 24 hours of departure of the exterior and interior of the Rental or insurance coverage will not apply.

Owner and Renter acknowledge it is their joint responsibility to ensure towables are properly hitched at the time of departure, with appropriately sized ball mounts and sway bars as necessary. Renter further acknowledges that their vehicle has sufficient towing capacity. Failure to do so may result in the denial of any damage claims.

**Renters liability of possession.** Renter’s liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. If Renter is not present on delivery and there is an agreement between the Renter and the Owner to leave the keys with the Rental, the Renter assumes liability at the time of the delivery.

Any damage that occurs during the delivery or return of the Rental is the responsibility of the Owner.

**Return Policy. Late consequences.** Renter agrees to return or leave the rental unit no later than the mutually agreed time by the Owner. If Renter cannot drop Rental off on the scheduled time or date of return, Renter must extend the rental solely by contacting Owner. If Owner denies the request to extend the Rental period, the Renter no longer has permission to stay in the Rental. In the event that the unit is not vacated or returned by the return date, Owner is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, Renter agrees that their credit card on file will be charged the hourly rental rate based on a prorated daily rental rate for the rental unit for each hour the Rental is late (\$35.00/hr). Renter agrees that their credit card on file will be charged a \$50.00 administrative fee plus the full daily rate for every eight (8) hours the Rental is late. **The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order). Owner and Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit.**

Owner agrees that they will take photos within 48 hours of return of the exterior and interior of the Rental or insurance coverage will not apply.

**Condition of Rental & Responsibility for Repair.** In the event of any loss or damage to the Rental, or any personal property or bodily injury claim that occurs during the Rental Period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature of God, **Renter is responsible and is required to pay up to the deductible outlined in the protection package of their choice.** In the event Renter has violated this Agreement or Adventure RV Rentals at Lake of the Ozarks Terms of Service or Policies, Renter will be held responsible for the full amount of the claim including any insurance deductible.

### **Insurance Requires Departure Forms and Photo's.**

**When accepting the Rental, Renter and Owner, or authorized representative of Owner, will complete and sign the Departure Form for the Rental, noting in writing and/or time stamped photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.**

**Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must document the condition of the Rental via photos up to 24 hours before the trip starts and no later than 48 hours after the trip ends. This is a requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos, but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or Owner may result in any claims being denied. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter. Renter shall reimburse the Owner for the cost of the repair if Owner deems Renter is responsible for the damage.**

**Adventure RV Rentals at Lake of the Ozarks and Owner are not responsible for personal property left in the Rental.**

**To the extent that the security deposit paid to Owner is insufficient to cover the damages incurred by Renter, Renter will pay Owner the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy.**

**Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and provide a copy of the police report to Owners. Renter must report all accidents involving the Rental to Owner within 24 hours of the occurrence. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report.**

**Awning Damages.** If the awning is damaged during the Rental Period or causes damage to a third party, Renter will be wholly responsible for the full cost of repair and such damages. All of the damaged parts of the awning must be kept in the possession of the Renter and returned to the Owners in order for damages to be covered by Insurance. Deductibles will apply first that will be the responsibility of the Renter to pay.

### **Legal and Liabilities.**

**Indemnification and Waiver by Renter.** Renter shall forever defend, indemnify, and hold Owners (including but not limited to the titled owner), and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Owner or otherwise. It is agreed and understood that Owners has the right to control the defense of any such claim.

Renter waives and releases Owners for any claim or liability for indirect, incidental, special, punitive, exemplary or consequential damages, or for any lost or imputed profits or revenues or costs arising from or related to the rental regardless of the legal theory under which liability is asserted and regardless of whether owner or Owners have been advised of the possibility of any such liability, loss or damage.

**Owner's Limitation of Liability.** The Renter agrees, on behalf of himself/herself and any passenger or users of the rental, that their exclusive remedy for any and all claims of damage or loss related to use of the rental shall be limited to the total rent paid or payable by renter to owner under this agreement.

**Property in the Rental.** Owners are not responsible for loss of, theft, or damage to any property in or on the Rental, in any service vehicle, such as a transit van or bus, or on Owners premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to Owners for claims by others for loss or damage caused by renter's property.

**Rental Fees and Charges.** (Authorizes Credit Card Charges) By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Owners to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or Owners Terms of Service and Policies. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.

**Security Deposit & Authorization.** A security deposit from Renter is required two days (2) prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Owners Terms of Service. The amount of the security deposit is stated in the booking confirmation. Owners may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

### **Minimum requirements for return of the Security Deposit Include:**

- Rental is cleaned to the same condition or better than when picked up
- Fuel levels are equal to or above the level provided at the time of departure hand off
- Holding tanks are properly emptied to or below the level at time of departure hand off  
Full Service Delivery includes Owners dumping the tanks.
- No damage sustained to the Rental Unit (Interior or Exterior)
- All variable charges including, but not limited to: mileage and generator overages, tolls, parking or other tickets are paid in full.
- No Smoking, Vaping, Marijuana, CBD odors detected (\$300 will be taken out of Deposit)

\_\_\_\_ Owner has up to 48 hours from the return of the unit to inspect the unit for damages and contact Renter via email, call or text. The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owners.

\_\_\_\_ At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service. By accepting the Rental, Renter understands and expressly consents to use of the charge card for such purposes.

As described in this Agreement or the Owners Terms of Services and Policies, all, applicable charge

\_\_\_\_ As described in this Agreement or the Owners Terms of Services and Policies, all, applicable charges will be deducted from the security deposit, including but not limited to the list below:

**Smoking, Vaping, Marijuana, CBD are not allowed in the RV.** Any of these odors in the RV on return will be access **\$300**. The next renter will not appreciate these odors and therefore, has caused loss of rental to us.

**Interior Damage:** Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, bathroom fixtures, furniture, linens, floor coverings etc. Owner will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit

**Tires:** Renter is responsible for all tires while in possession of the rental. All the tires are inspected before and after every rental. Air pressure, tread depth, manufacture dates, and overall condition.

**No one is allowed on the roof of the Rental,** regardless of whether the Rental is equipped with a ladder.

### **Insurance Costs & Cancellations**

Insurance & Costs. Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Owners deems Renter responsible. Renter must be approved for insurance for the Rental through Owners or must provide Owner with an insurance binder indicating Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Owner, and/or third parties for the Rental being driven or towed. Renter acknowledges that any insurance outside of the Owners Protection Packages is primary over the coverage provided in the package. Except where required by law to be primary or excess, any protection

provided through Owners shall be secondary to, and not in excess of, any applicable insurance available to Renter, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.

**Disputes.** The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) will be governed by the arbitration and dispute resolution procedures described in Owners Terms and Conditions. The Parties further agree that such arbitration's shall be conducted in the County (Morgan County Missouri) where the Owners has its primary residence or place of business nearest to where the Rental was picked up. This Agreement shall be construed in accordance with the laws of the state of Owners principal place of business or primary residence. Renter agrees that in the event Owner prevails in a suit to enforce this Agreement, Owner shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.

**Cooperation.** The Parties agree to cooperate and coordinate with Owners and each other generally and to take any actions Owners reasonably requests in connection with (i) this Rental Agreement, (ii) the pickup, use and return of the Rental, and (iii) any disputes, actions, proceedings, suits, and investigations related to the Rental or Renter's use of the Rental, including without limitation, execution and delivery of any documents Owners reasonably requests, giving testimony under oath, and taking any other actions Owners reasonably requests related to this Rental Agreement or the Rental or the rental transaction.

Unless prohibited by law, Renter releases Owners from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client owners, or Owners and its authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is completed and cleared by Owner, including without limitations, latent and other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Owner or otherwise. It is agreed and understood that Owner may control the defense of any such claim.

**Cancellations:** 14 days prior departure date = Full Refund.

13 days or less prior departure date = 50% of the booking total is refundable (you pay 50%)

**Additional Conditions** This Agreement does not create any type of partnership between Renter and Rental Owner. This Agreement may not be canceled or modified except in writing signed by all parties.

Renter further hereby agrees to indemnify, save, and forever hold harmless Owner from any and all liability, claims, or causes of action of any kind or character whatsoever, and by whomever asserted, arising from or in any way growing out of the operation or use of the rental under this agreement and agrees, in such event, to provide a defense therefore as chosen and directed by dealer and to pay any expenses in the defense of any such claim or lawsuit this agreement includes, but is not limited to, claims or negligence or gross negligence on the part of Owner.

Renter understands and agrees that as part of the consideration of Owner renting the vehicle to renter, renter does hereby assign to Owner any cause of action judgment or settlement as the renter may have against any person, firm or corporation, including but not limited to the rental Owner, to secure satisfaction and discharge of any judgment over and against the rental Owner for actual, consequential and /or punitive damages, and/or claims for indemnity and /or contribution, statutory, contractual or otherwise.

**Signature Page Below. Print and Sign the Signature Page and send just the Signature Page back to me.**

**Signatures for agreeing to this Rental Agreement**

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

RENTER PRINT \_\_\_\_\_

RENTER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

Signature acknowledges that renter has read and agrees to the above policies, terms and conditions. Additional Approved drivers can be listed on an additional page attached to this Contract and signed by both Renter and Dealer

OWNER PRINT \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**ADDITIONAL APPROVED DRIVERS:**

RENTER PRINT \_\_\_\_\_

RENTER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

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