

## 2023 Thor Chateau 24F (VIN #1FDXE4FN9PDD16313)

### Supplemental Rental Agreement

RESERVATION NUMBER :

#### 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” or “guest” means the person(s) identified as the renter(s) 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,” “my,” or “host” means the private owner(s) and property manager(s) renting the vehicle to you.
- “Web Platform” means the RV Rental search engine used by the private owner(s) and manager(s) as an intermediary only.
- “Authorized Driver” means you and any additional driver approved and listed by us on this Contract.
- “Vehicle” means the recreational vehicle 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 host(s) of the RV in any suit brought against them.
- You are responsible for associated costs, fees and deductibles for the renter’s insurance policy you select at time of reservation provided through RV Share insurance partner DigiSure and underwritten by Crum & Forster Specialty Insurance Company.
- You are financially responsible for all damage (both exterior and interior) to, or loss of, the vehicle, which includes the cost of repair or the actual cash value of the vehicle if it is not repairable, 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 of the damages.
- The RV Share provided Protection Plan does not cover the following, and you assume all financial responsibility for:
  - damages to the tow vehicle of a non-motorized RV or any property being towed by a motorized RV. Towing of a trailer by a covered RV is allowed only if approved by the owner and the maximum combined length of the RV, dolly or trailer tongue and trailer do not exceed 55 feet.
  - The Crum & Forster insurance policy in The Protection Plan does not offer nor cover You, or anyone using the RV, for uninsured, underinsured or uninsured/underinsured motorists’ bodily injury or property damage, medical payments coverage or personal injury protection.
  - RV Share rental coverage does not Coverage does not extend to rentals entering or attempting to enter Mexico.
  - Damage to the interior not otherwise covered by your selected level of rental insurance.
  - Damage caused by pets or livestock owned by the guest or members of their party or permitted to enter the vehicle intentionally or as a result of the guest’s negligence.
  - RV Share guest coverage will be denied if the vehicle is found to be operated by an unapproved driver at the time of loss and you will be responsible for all associated damages.
  - Damages to any electronic equipment or accessories designed for the reproduction of sound, which send or receive audio, visual, or data signals unless required for the normal operation of the vehicle (i.e., TVs, radios, back up camera).

Renter’s Initials \_\_\_\_\_

## 2023 Thor Chateau 24F (VIN #1FDXE4FN9PDD16313)

### Supplemental Rental Agreement

#### RESERVATION NUMBER :

- Loss of personal property belonging to either host or guest. The guest is directly responsible for damaged or missing property.
  - Damages to the awning including the awning fabric.
  - Loss to the listed vehicle resulting from operating at excessive speeds or while participating in any form of racing.
  - Damages resulting from operating the vehicle off of paved roadways, or in any activity other than the vehicle's designed or intended purpose.
  - Damages incurred due to negligence on the part of the guest, or operation and care of the vehicle contrary to RV Share's terms and conditions.
  - Coverage will not be extended to losses resulting from vandalism or theft if a police report is not submitted. A police report must be obtained immediately following the loss.
  - A police report is required for any incident involving third parties.
  - Loss of use, loss of personal use, alternative accommodation, and transportation costs resulting from damages are not covered by RV Share.
  - Damages resulting from an intentional act, or the intentional acts of others at your or the host's direction.
  - Any damage that occurs while in violation of local, state, and federal laws, including DUIs and reckless driving.
  - Any damage incurred while operating the vehicle under the influence of alcohol, drugs, other substances, or medication that may impair your judgment even with a prescription.
- You must report all accidents involving the vehicle to us and the police within 24 hours of occurrence.
  - The RV location may be monitored by the owner using a remove tracking device.
  - 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.

#### Terms and Conditions

1. You agree to pick up the vehicle at the specified location at the pre-arranged time.
2. You agree to return the RV by the agreed upon time. Unless arrangements have been made for a late return, a **\$65 per hour late fee** will be charged for each beginning hour that the vehicle is returned later than the pre-arranged time. There is a 15 min grace period. This fee may be waived at the host(s)' sole discretion if there are extenuating circumstances.
3. Without prior permission and payment of the associated **\$100 fee per animal (maximum of two)**, pets are not permitted in the vehicle. If there is evidence of a pet, you will be subject to an additional cleaning charge of **\$400** plus forfeiture of your entire security deposit at the host's discretion. If a pet is permitted, you are required to sign a pet waiver outlining your responsibilities.
4. Smoking/vaping or illegal drug use of any kind is not permitted in the vehicle or in the immediate vicinity (i.e., Sitting on the coach steps). If there is evidence of illegal drug use, smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of **\$750 plus potential forfeiture of your entire security deposit at the host's discretion.**
5. You agree to pay a refueling fee of **\$75 each** if the gasoline or propane tanks are returned less than full, plus the actual cost of the gasoline and/or propane.
6. You agree to pay a wastewater dumping charge of **\$75** if the Black and/or gray tanks are not empty upon return.
7. No refund will be given if you prepay for a service but do not use it. No refund for early returns.

Renter's Initials \_\_\_\_\_

**2023 Thor Chateau 24F (VIN #1FDXE4FN9PDD16313)**

**Supplemental Rental Agreement**

**RESERVATION NUMBER :**

8. You agree to pay us on demand for all charges due us under this contract, including but not limited to: (a) charges for the optional services; (b) 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; 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; (c) **\$500**, plus **\$0.55/mile** for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (d) 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; (e) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **\$75** for each day that it is unusable or unrentable; (f) we will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in.
9. You have truthfully disclosed the identity and proper age of all drivers.
10. You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
11. You agree not to use the vehicle to tow anything.
12. You agree not to access the roof of the vehicle for any reason.
13. You are responsible for checking and maintaining all fluid levels during the rental period. You are required to check and maintain the tire pressure daily. Incorrect tire pressure can cause tire damage and misalignment.
14. Unless written authorization is obtained from the host(s), no repairs, replacement of parts or service shall be completed during the rental period.
15. The host(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 host(s) shall be responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible. No adjustments will be made to your charges.
16. You agree not to take the vehicle outside of the continental United States.
17. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the host(s) upon discovery.
18. You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle.
19. You agree that Vehicles shall not be driven off road or any unpaved surface.
20. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel ,wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, 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. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
21. 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 of this contract or if there is imminent danger for the vehicle. 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.
22. 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.
23. You release us 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 or not the loss or damage was caused by our negligence or was otherwise our responsibility.

Renter's Initials \_\_\_\_\_

**2023 Thor Chateau 24F (VIN #1FDXE4FN9PDD16313)**  
**Supplemental Rental Agreement**  
**RESERVATION NUMBER :**

- 24. No term of this Contract can be waived or modified except by a writing that we have signed. The laws of the State of New Jersey apply to this contract.
- 25. Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges; however, the host(s) will make reasonable efforts to troubleshoot as warranted. These include TVs, radios, hair dryers, fans, coffee makers, and rear cameras.
- 26. 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.
- 27. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. 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 and certify that no one other than the signatories will operate the vehicle at any time.

**Renter(s)' Signature:** \_\_\_\_\_  
\_\_\_\_\_

**Host's Signature:** *Tara DiFlumeri*  
Tara DiFlumeri

**Date:**

Renter's Initials \_\_\_\_\_