

Rental Agreement (Face Page)

Reservation ID :

OWNER	RENTER		CHARGES	
Name Aileen Colon	Name	Date of Birth	Rental Price	Total
Address 4051 Florida 46 Sanford, FL 32771	Address		- Rental Fees - DELIVERY, SET UP, BREAK DOWN, DUMPING, & PICK UP	
Phone (321) 460-0355	Phone			
Email aileencolon11@gmail.com	Email			
VEHICLE	Driver's License No. / Exp. Date			
Year/Make/Model 2019/Grand Haven/Reflections	Towing Vehicle INCLUDED			
VIN 573FR352XK3409497				
License Plate #				
DATE OUT				
DATE IN			Insurance	
			Tax \$0.00 (0.0%)	
			Service Fee	
DISCLOSURE / POLICIES	Additional Disclosures		TOTAL CHARGES	
Total Mileage Included: Unlimited Total Generator Hours Included: 0 Generator Overage @ \$0.00 per hour	Renter is responsible for any damage to any part of the property caused by negligence and/ or misuse of property subject to the RV Share claim process and terms in addition to the claims process and terms of the RV's current auto insurance.			
			Refundable Security Deposit	

By signing below, you: agree to the terms and conditions of this Agreement set forth on the Face Page and in the Terms and Conditions; acknowledge that you had an opportunity to read the Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/ rental information to third parties for billing/processing purposes.

Signature _____ Date _____

Print Name Andy Colombe

ALL CHARGES SUBJECT TO FINAL AUDIT

Insurance Terms and Conditions

("Terms & Conditions")

By choosing to purchase RV Rental Insurance offered through the RVshare web site, by MBA Insurance and underwritten by one of the National General Insurance Group of Companies, referred to throughout as "The Policy" you will be added as additional insured to RVshare's Master Fleet Rental Insurance Policy, which is an excess and surplus lines policy issued in the state of Ohio.

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 you have paid a premium. In addition, the policy covers accidents or occurrences while the vehicle listed on The Policy is occupied but not under operations, for the coverage provided by The Policy and for which you have paid a premium. Coverage will include: Comprehensive and Collision with a \$1,500 deductible per occurrence and for motorized units only State Statutory bodily injury and property damage liability, (state minimum liability), on an excess basis. This is the Basic Underlying liability coverage offered through the policy.

If The Policy is cancelled at your request prior to taking possession of the RV rental, there will be no minimum earned premium retained by the insurer for this insurance. However, if this insurance is cancelled at your request after taking possession of the RV rental, the premium will be fully earned and retained by the insurer.

The Policy does not offer nor cover You, or anyone in or using the rental RV, for Uninsured, Underinsured or Uninsured/Underinsured Motorists Bodily Injury or Property Damage, Medical Payments Coverage or Personal Injury Protection or any other coverage not noted above. The named insured has rejected all coverage other than the coverage defined and offered for purchase herein and as a purchaser of coverage under The Policy you expressly agree to the selections and rejections made by the named insured under The Policy. However, The Policy may comply with individual state specific requirements. If an accident, to which The Policy applies, occurs in any state or province other than the one in which The Policy is written, we will interpret The Policy coverage for that accident or occurrence as follows:

If the state or province has a financial responsibility, compulsory insurance or 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 that will apply to that accident will be the higher 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 Policy's coverage territory is the United States and Canada. There is no coverage provided for accidents or occurrences in Mexico.

By purchasing this insurance, you expressly agree that you understand and agree that coverages are limited as set forth above and that the intent of The Policy provided by MBA Insurance that you selected to purchase coverage under is to provide liability coverage to third parties who may be injured by your operation of the RV and to provide Comprehensive and Collision coverage for the RV you have rented.

Your risk is not protected by the state insurance insolvency fund, and the insurer or the risk retention group from which your purchasing group obtained its insurance may not be subject to all of the insurance laws and rules of this state.

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VEHICLE RENTAL AGREEMENT TERMS AND CONDITIONS

("Terms & Conditions")

1. Definitions.

"**Agreement**" means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. "**You**" or "**your**" means the person identified as the renter in this Agreement, any person signing this Agreement, 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 severally bound by this Agreement. "**We**", "**our**" or "**us**" means the Vehicle owner identified on the Face Page. "**Authorized Driver**" means the renter and each driver listed on the RVshare Departure Form permitted to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. "**Vehicle**" means the non-motorized towed recreational vehicle identified in this Agreement, all the Vehicle's equipment, awnings, keys and Vehicle documents. "**Charges**" means the fees and charges that are incurred under this Agreement. "**Rental Period**" means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

2. Your Representations and Warranties.

You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law. This is a contract for the 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 or this Agreement. You agree to indemnify us, defend us, and hold us harmless from all claims, liability, cost, and attorney's fees we incur resulting from, or arising out of; this rental, your use of the Vehicle, or our repossession of it. **We make no warranties, express, implied, or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**

3. Condition and Return of Vehicle.

You must return the Vehicle to the place of pick up or other location that we specify, on the Date and Time Due- In specified on the Face Page, and in the same condition that you received it except for ordinary wear. We will empty waste tanks according to your agreement and cleaning fee already paid. If you wish to extend the Rental Period, you must do so by booking a rental extension through contacting the owner directly. If the Vehicle is returned after the Date and Time Due-In, you remain responsible for the loss of and any damage to the Vehicle until we inspect it, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the Rental Period must have our prior written approval. you must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when received. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval.

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

You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle 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 our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. We agree to properly maintain the Vehicle; damage as a result of our lack of proper maintenance, or from mechanical or electrical failure not as a result of your negligence or improper use, is our responsibility. RVshare will include a 10% administrative fee on Charges covering out-of-pocket expenses for which you will be responsible.

5. Prohibited Uses.

The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement:

- (a) Towing the Vehicle: (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

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the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (iv) for commercial purposes; (v) to carry dangerous or hazardous items or illegal materiel; (vi) outside the United States or Canada; (vii) when loaded beyond the manufacturer's suggested tow rating for the Vehicle; (viii) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (ix) when it is reasonable to expect you to know that further operation would damage the Vehicle; (x) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xi) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle; (e) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle while the Vehicle is being towed; (i) Placing signs or lettering on the outside of the Vehicle; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (k) Failing to use the Vehicle in compliance with all instructions and warnings provided by us; (l) Using fuel with an octane rating higher than 87 if the Vehicle is equipped with an outside fuel station; and (m) Smoking in the Vehicle without our written consent.

6. Optional Equipment.

We may offer certain Optional Equipment, which may include navigational systems, kitchen or linen packages, and child safety seats, upon request and subject to availability for your use during the rental at no additional charge. A list of housewares is attached and is subject to charge if missing or broken and needs replacement. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.**

7. Insurance.

You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us and the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. RVshare provides an insurance policy ("**Policy**") with collision and comprehensive coverage on the Vehicle for which you will be added as an additional insured once the premium is paid by you. The Policy is **excess** to any other valid and collectible insurance whether primary, secondary, excess or contingent and is subject to a deductible **per-occurrence** ("**Deductible**"). **You are responsible for the Deductible.** The Policy's premium is owed by you and is non-refundable once you take possession of the Vehicle. If you need to extend the rental beyond the dates listed on the Face Page of this agreement, you must reach out to RVshare to request the coverage dates for the Policy be extended. You and we agree that signed and dated Departure and Return Forms ("**Departure and Return Forms**"), supplied us, must be submitted to us and the insurance company in the event a claim is filed. The Departure and Return Forms must be signed and dated by you and us no later than 72 hours after the end of the Rental Period. In the event that you or we do not complete, sign and date the Departure and Return Forms within 72 hours after the end of the Rental Period in which the loss occurred, then any damages the insurance company pays will be reduced by 200% of the applicable deductible listed on the Declarations Page of the Policy up to a maximum of \$3,000. Claims must be reported to the insurance company within 30 days of the end of the Rental Period in which the loss occurred. The Policy does not cover Loss of Use or any administrative expenses incurred processing a damage claim. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. You are responsible for the Deductible and for all damage to the Vehicle that is not covered by the Policy or that is in excess of the Policy limits. We and RVshare do not provide liability insurance coverage on the Vehicle. **You are responsible for all damage or injury you cause to third parties or their property and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.**

8. Charges and Costs; Reserve.

You permit us to use RV Share as a payment agent to reserve against your credit/debit card ("Reserve**").**

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We may use the Reserve to pay all Charges. We will authorize the release of any excess Reserve after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer. You agree to pay us through the RV Share platform, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period, which may include a security deposit; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a reasonable fee to clean the Vehicle if returned substantially less clean than when rented; (g) a reasonable late fee if you do not return the Vehicle on the Date and Time Due-In, and you may be charged the standard rates for each day (or partial day) after the due-in date, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (h) if you do not return the Vehicle to the place of pick up or other location that we specify, a reasonable recovery fee, plus no more than \$1/mile for every mile between the place of pick up and the place where the Vehicle 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 Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle; (k) a reasonable refueling fee plus the cost of fuel if you fail to refill the fuel tank; (l) the insurance premium for the Policy which is non-refundable once you have taken possession of the Vehicle; and (m) replacement cost, or the cost of repairs, for any damage sustained to the Vehicle as previously specified in this agreement. Time, Mileage and other Charges are non-refundable if the Vehicle is returned earlier than the due-in date. Any Reserve paid by you may be used to pay for any Charges incurred under this agreement. You and we acknowledge that the Departure and Return Forms must be submitted to us for review in order for reimbursement requests made against the security deposit or Reserve, for damages sustained during the Rental Period, to be considered. **All Charges, and the Departure and Return Forms, are subject to final audit by us. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

9. Your Property.

You release us, our agents, employees, 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 or in any service vehicle or at the place of pick up, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Responsibility for Traffic Violations, and Other Charges.

You are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "**Violation**") assessed against you, us or the Vehicle during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you authorize us to release your rental and payment card information to a processing firm ("**Processor**") for processing and billing purposes. If we, or the Processor pay a Toll or Violation, you authorize us, Airbnb, or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

11. Our Responsibility to You if the Vehicle becomes Inoperable.

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

12. Personal Information; Consent to Communications.

You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle and to RVshare. The Vehicle may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you

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have authorized release of information collected by GPS or other telematics system or EDR.

You agree, that to service or otherwise administer your account or to recover amounts you may owe, that we, or an assignee or collection agency of our choosing ("Collector"), may contact you by calling or sending text messages or emails to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent that you are either the owner or the primary user of the number(s) and email address that you have provided and that the contact information provided is accurate and easily accessible to you. You also agree to update us promptly if that the number(s) or email address changes so that we do not try to contact a number or email address that is no longer owned or used by you. We, our assignee, or a Collector may also contact you by sending text messages or e-mails, using any number or e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. You may revoke your consent at any time by contacting us in writing at the address on this agreement and by emailing us at aileencolon11@gmail.com. You can also contact me at 321-460-0355.

13. Miscellaneous.

You and we must abide by RV Share Terms of Service. No term of this Agreement can be waived or modified. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance

of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

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. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

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