

RecRental, LLC

Vehicle Rental Agreement

Summary

This Vehicle Rental Agreement, which includes this Summary, the attached Terms and Conditions, and the Cancellation and Refund Policies (the “**Agreement**”), is made and entered into as of _____, 20__ (the “**Effective Date**”), by and between RecRental, LLC, a Delaware limited liability company (“**RecRental**,” “**we**,” “**us**” or “**our**”) and the renter(s) identified below (“**Renter**,” “**I**,” “**you**” or “**your**”), and contains the terms and conditions applicable to Renter’s pickup, use and return of the recreational vehicle described on the Booking Platform (as described in the Terms and Conditions) (the “**Vehicle**”).

Renter’s Acknowledgement and Agreement

I would like to reserve/rent a Vehicle from RecRental. I understand that RecRental reserves the right to approve this Agreement before a reservation can be confirmed. If approved, I authorize RecRental to charge me for reservation fee/rental amounts or any damages caused during the Rental Period (defined below). RecRental and I each have the right to cancel the reservation under this Agreement prior to Vehicle pick-up. I acknowledge and understand that if I cancel the reservation, I am subject to fees based on how early or late I cancelled, pursuant to the Cancellation and Refund Policies referenced above, which have been made available to me. The Security Deposit is refundable, except as otherwise provided for in this Agreement, including the attached Rental Terms and Conditions, and will be refunded to my credit card after the date on which the Vehicle is returned to RecRental in the location from which it was picked up from or as otherwise agreed to between myself and RecRental in writing (the “**Rental Period End Date**”). I understand I will be solely responsible for the Vehicle for the period of time between the Rental Period Start Date and the Rental Period End Date (the “**Rental Period**”).

I certify that I am 25 years of age or older, the credit card used for payment is in my name, I have a valid U.S. state specific issued driver’s license, I have full coverage auto insurance (to include coverage of non-owned trailers being towed) in my name.

By signing below, I certify and acknowledge that I have accurately completed this Summary, and I have read and agree to all of the terms and conditions of this Agreement (which includes the attached Terms and Conditions and the Cancellation and Refund Policies). All persons referred to as “Renter,” “I,” “you” or “your” (whether identified as a primary or additional renter in the Summary) are jointly and severally bound by this Agreement.

Signature of Renter

Date

Printed Name: _____

Signature of Additional Renter

Date

Printed Name: _____

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Terms and Conditions

1. **Rental:** This is a contract for the temporary use of the Vehicle. You are responsible for reviewing this Agreement to ensure that all information regarding your rental of the Vehicle is true and correct.
2. **Delivery / Pick-up:** Delivery and pick-up times are generally between 2:00 p.m. – 5:00 p.m. daily. It is your responsibility to call us on the Rental Period Start Date to check in with our office and receive your scheduled delivery or pick-up time. Delivery and pick-up times will be scheduled on a first-come, first serve basis.
3. **Orientation:** At the time of delivery or pick-up, and as a courtesy, we will provide you with a high level orientation regarding the Vehicle and its features; provided, however, that you are fully responsible for the safe and proper use of the Vehicle and for reviewing all Vehicle owner's manuals and instruction booklets provided with the Vehicle. You hereby represent and warrant to RecRental that you are legally qualified, technically proficient, and physically capable of safely operating the Vehicle. The courtesy orientation process can take up to one (1) hour. Please allow yourself enough time to familiarize yourself with the Vehicle.
4. **Return:** You must return the Vehicle without damage, and the inside must be clean prior to check out (trash removed, floors swept, and countertops wiped, along with all holding tanks dumped per the below instructions), prior to the Return Time specified in the Summary. Failure to return the Vehicle without damage and/or in an unclean state may result in additional charges that may be deducted from the Security Deposit and, at our discretion, charged to your credit card.
5. **Early Returns / Extending Rental Dates:** There are NO refunds for early returns. If you wish to extend the Rental Period, you must either call us or submit through the Booking Platform to obtain our written approval for such extension. If you do not return the Vehicle at the scheduled return time on the Rental Period End Date, and you have not called and obtained our written approval to extend the Rental Period, you will be charged any late fees or additional rental day(s) at the then-prevailing rates, as displayed on the Booking Platform.
6. **Valid Driver's License:** An acceptable, valid United States, state issued driver's license must be presented at the time of rental. The driver's license must be valid for the entire Rental Period and commensurate with the type of Vehicle being rented.
7. **Age Requirements:** The minimum age to rent a Vehicle is 25 years of age. Anyone else in your party that may be operating the Vehicle must also be at least 25, be listed as a driver in the Summary at the time of delivery or pick-up, and sign the Agreement. If there is any possibility another member of your party will pull the trailer or operate the Vehicle, please list that driver and have them sign this Agreement.
8. **Security Deposit:** A security deposit in the amount specified on the relevant booking platform (*i.e.*, RVShare or Outdoorsy) (the "Booking Platform"), is required for each Vehicle rental and is due no later than the date specified on the Booking Platform, which date shall be prior to the date Renter is scheduled to pick up the Vehicle (the "Rental Period Start Date"). This Security Deposit is intended to cover, if applicable, the cost of any damages or losses related to the Vehicle, whether to the interior or exterior thereof, during Renter's possession of the Vehicle. If necessary, additional costs associated with such damages or losses related to the Vehicle, or any monies owed to RecRental under this Agreement, may also be deducted from the Security Deposit, or if the Security Deposit is insufficient to cover such costs, charged to Renter's credit card, and Renter hereby approves such deductions or charges, as the case

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may be, if applicable. If there are no charges due from the Security Deposit, then the Security Deposit or any holds on the credit card used for the Security Deposit will be released after the Vehicle is returned.

9. **Full Payment:** Full payment in connection with a Vehicle Rental is due no later than 14 days prior to the Rental Period Start Date. In most cases, RecRental will be able to offer a refund to Renter for cancellations occurring up to 5 days prior to the Rental Period Start Date. For more information, please see our cancellation and refund policies on the Booking Platform (the “*Cancellation and Refund Policies*”).
10. **Additional Terms & Conditions; Insurance:** You are required to agree to the terms and conditions of service of the Booking Platform, provide your proof of insurance from your auto insurance company (specifically indicating coverage of non-owned trailers while connected to the covered Vehicle), and purchase any additional rental insurance through the Booking Platform for the entire duration of the rental. You are required to obtain and maintain insurance that covers Renter, any occupants, and the Vehicle in the minimum amount required by Texas state law (Texas state minimum liability coverage) for the duration of the Rental Period. Any damage incurred during the Rental Period will be covered, if possible, first by your insurance.
11. **Acceptable Forms of Payment:** Payment for the rental may be made by credit card and will be handled through the Booking Platform.
12. **Taxes:** A 10% Texas Rental Tax will be added as required under the Texas Sales Tax Laws.
13. **Prohibited Activities:** Each Vehicle is subject to a strict prohibition on smoking, drug use, off-roading, and traveling to mass gatherings or events (including but not limited to festivals or concerts). If you return the Vehicle with any kind of evidence of prohibited activities, this will result in the immediate forfeiture of your Security Deposit plus any additional charges incurred in cleaning and/or repair of the Vehicle.
14. **Canada/Mexico:** Vehicles must be used solely within the contiguous United States. It is strictly prohibited to take any Vehicle into Canada or Mexico.
15. **Pet Policy:** You must request permission to bring any pet(s) into the Vehicle, and we reserve the right to approve or disapprove such pet(s) in our sole discretion. If we do approve your pet(s), there is a \$150.00 pet fee per pet. All costs related to damage caused from pet(s) will be deducted from the Security Deposit, or if the Security Deposit is insufficient to cover such damage, charged to your credit card.
16. **Toll Fees:** You will be responsible for paying any fees assessed for toll roads or other forms of passage for which fees are assessed during the Rental Period. Such fees may be deducted from your Security Deposit or charged to your credit card after any invoice is received by us (which may be after the Rental Period End Date).
17. **Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made separately and are the Renter’s sole responsibility.
18. **Awnings:** Awnings, if available, must be used with extreme caution. Awnings may be removed or disabled from the Vehicle for your safety.
19. **Limited Supplies:** Most Vehicles come equipped with tanks (including fresh water and non-potable water capacity), full tanks of gas and propane, and fully charged batteries). Some Vehicles have standard water and holding tanks with smaller capacities. It is your responsibility to ensure that these resources last your entire Rental Period, that you dump or top off the tanks as needed during the Rental Period, and that you return the Vehicles with these tasks completed in order to avoid extra fees. Please see *Attachment 1* for more

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information on operating the tanks on the Vehicle. We will not provide Renters additional water, holding tank capacity, propane, gas, or batteries during the Rental Period.

20. **Appliances:** The A/C, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to consult the informational material in the Vehicle or contact RecRental.
21. **Non-Potable Water.** The water from the appliances on the Vehicle is non-potable (*i.e.*, it may be used for showering and flushing the toilet, but it is not intended for drinking). You should purchase and store drinking water separately. We will not be liable for any sickness or injury caused by non-potable water.
22. **Towing:** The truck or car you use for towing the Vehicle must meet the manufacturer's minimum requirements with regard to towing and hitch weights. Allow 1" to 2" of drop when trailer is attached to your vehicle. During the Rental Period, you may need to remove the trailer from the towing vehicle (*e.g.*, when parked at the campsite). In this case, you must use caution when removing and re-attaching the hitch. You are responsible for ensuring the hitch was secured properly and will be fully liable for damages that occur. All wiring is to be in working condition. Tow bars may also be provided as part of the Vehicle rental by RecRental. RecRental staff will assist you as needed in attaching a hitch and tow bars to the Vehicle. Please schedule this service in advance to provide plenty of time before departure. If the Vehicle you are renting requires a seven-wire plug and an electric braking system, you should ensure that it has been installed prior to pick up. Never ride in the Vehicle while in tow.
23. **Vehicle Tracking:** You acknowledge that the Vehicle may be fitted with a Vehicle Monitoring System ("VMS") or Global Positioning System ("GPS"), which can be used to track and record the geographical location, distance and speed of the Vehicle during the Rental Period. You agree that we can track and record your location and your use of the vehicle using GPS or VMS, which may include your personal information.
24. **Accidents:** If an accident occurs, you are responsible for immediately calling the closest police/state patrol office, calling for medical aid for any person needing medical attention, obtaining an accident report, contacting the other party's insurance company, reporting the accident to your insurance carrier within 24 hours of the accident, and contacting us within 24 hours of the accident. A copy of the accident report must be promptly provided to RecRental (no later than the date the Vehicle is returned) and to the proper insurance carrier (no later than 7 days of the date of the accident).
25. **Loss or Damage:** You are fully responsible for ensuring the Vehicle and its contents are in good condition upon return. If the Vehicle and/or any contents of the Vehicle are lost or damaged during the Rental Period, you will be responsible for all such loss or damage and related costs, regardless of whether you were at fault or not or if such loss or damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.) or was otherwise beyond your control. Upon your return of the Vehicle, RecRental will estimate any damage and arrange for any necessary cleaning and/or repair.
26. **Indemnity: YOU HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD RECRENTAL AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, CONSULTANTS, AGENTS AND/OR EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY CLAIMS, LIABILITIES, DAMAGES, COSTS OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS OR DAMAGE TO YOU, GUESTS, UNBORN CHILDREN, OR**

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RELATIVES, DAMAGES TO THE VEHICLE, OR LOSS OF USE OF THE VEHICLE ARISING OUT OF OR RELATING TO YOUR RENTAL AND USE OF THE VEHICLE, WHETHER OR NOT SUCH CLAIMS, LOSSES, DAMAGES, OR INJURIES WERE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNIFIED PARTY OR RECRENTAL'S EMPLOYEES OR AGENTS, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RECRENTAL. "Loss of use" means the loss of our right or ability to use the Vehicle for any reason, including but not limited to damage, loss, or unavailability of the Vehicle, and is calculated by multiplying the number of days from the date of damage, loss or unavailability to the Vehicle until such time as the Vehicle is repaired, replaced, or returned (as the case may be) by the then-current daily rental rate.

27. **Limitation of Liability; No Warranty.** IN NO EVENT WILL ANY INDEMNIFIED PARTY BE LIABLE FOR ANY DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM YOUR RENTAL AND USE OF THE VEHICLE, ANY INDEMNIFIED PARTY'S ASSISTANCE WITH RESPECT TO YOUR RENTAL AND USE OF THE VEHICLE, OR THE INFORMATION PROVIDED TO YOU IN THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REGARDING THE VEHICLE, AND OFFER NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.
28. **Entire Agreement:** This Agreement constitutes the entire agreement between us and you regarding the rental of the Vehicle and supersedes all prior oral or written agreements or understandings regarding this subject matter.
29. **Governing Law:** This Agreement shall be interpreted and enforced according to the laws of the State of Texas without application of its conflicts or choice of law rules. Subject to the following paragraph related to dispute resolution, both parties irrevocably submit to the jurisdiction of the state or federal courts located in Dallas County, Texas, for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in such court.
30. **Dispute Resolution:** If a dispute arises out of, or related to, this Agreement, or due to a breach or alleged breach thereof, and if said dispute cannot be resolved through discreet good faith discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of, or relating to, this Agreement, or breach or alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. All fees and expenses of the mediation and/or arbitration shall be borne by the Parties equally; *provided, however*, that each Party shall bear the expense of its own counsel.
31. **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
32. **Waiver:** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by us.
33. **Attorneys' Fees:** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it is entitled.

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34. **Amendment:** No term of this Agreement can be amended, waived or modified except by a writing that we have signed.

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Attachment 1 to Terms and Conditions ***Holding Tanks***

Dumping the holding tanks on an RV rental or camper rental is sometimes a mystery to newbies. Think of an RV being like a house with its various systems such as electric, plumbing, HVAC, sewer, etc. Yes, there's a sewer system—the stuff has to go somewhere! Sure, this is not the fun part of RVing, but it's essential. And it's not difficult and does not take very long if you follow these techniques.

Understanding the Holding Tanks on an RV

The RV has two sewer tanks. One tank is Gray and the second tank is Black. The Gray tank holds liquid waste from the kitchen sink, bathroom sink and shower/bath. The Black tank holds solid and liquid waste from the toilet. Get it now? Black is the dirtiest stuff and gray is not quite so foul. At the end of these tanks which are located under the RV, there is an outlet where you will connect the sewer hose in order to empty these tanks. Like we stated before—the stuff has to go somewhere!

When Should You Dump the Sewer Tanks on a Camper Rental?

You should empty the sewer holding tanks on a camper rental when they are full or near full. There is a gauge on the RV that shows the status of each holding tank. Usually it's stated, Empty, 1/3 Full, 2/3 Full and Full. On a side note, in addition to the Gray and Black tanks there is a Fresh Water tank for usage when not connected by hose to "city" water. One reason to empty the Black tank when it is at least 2/3 full is because the weight of the waste effectively creates the gravitational force that pushes the matter out of the tank and down the hose to the sewer when the valve is opened. This concept is why you do not simply leave the Black tank valve open all the time and the hose connected to the outside dump hole and expect the tank to fully empty. FYI-If you rent a camper for just a few days, then the Black tank may not fill up which is what you want before dumping. If so you can fill it by flushing the toilet until the gauge shows full and then dump it. Generally, if you return an RV rental to the dealer with the sewer tanks not empty you will be charged an extra fee. However, a few dealers offer tank dumping within an all-inclusive price. Inquire to find out the policy with your camper rental.

Equipment / Supplies Required for Dumping the Tanks on an RV

Rental Dumping holding tanks on an RV rental is not difficult but you need to follow a procedure to ensure it is done properly. Furthermore, you need to bring several items with you in the RV storage bay(s). These items may or may not be provided by the RV rental dealer. Ask and verify. Here is the list of essential items:

- RV Sewer Hose and connectors; if you think your sewer hose is too short then carry two hose and their connectors
- Disposable Gloves
- Holding Tank Deodorant
- A Garden Hose (i.e., used just for holding tank maintenance and not drinking water)

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Detailed Procedure for Dumping Holding Tanks in an RV Rental

Carefully read the below steps and then perform them in the same sequence for the successful dumping of holding tanks without any foul-ups:

1. You may need to move your camper rental to a dumping station if your campsite does not have full hookups that include a sewer dump hole.
2. Put on the disposable gloves.
3. Pull out the sewer hose and connect it to the dumping hole if not already connected.
4. You must empty the Black tank first but before that ensure the valve of both Black and Gray tanks are closed.
5. Now, remove the cap of the Black tank and fix the sewer hose tightly if not already connected with the help of its adapter and/or clamp. Double-check it to make sure it is secure.
6. Go to the other end of the sewer hose, which you have already placed into the dumping hole and ensure it is almost 6 inches inside or screwed on tight.
7. If not the screw on type, then place a weight on the sewer hose at this end (dumping hole's end) to ensure it does not come out when you open the valve of black tank. The weight can be anything like a brick, cover of dumping hole, etc.
8. Now, it is the time to empty Black tank first. Open its labeled Black valve by pulling out on it. As soon as you open the valve, solid and liquid waste will move out of the holding tank down through the sewer hose and go into the dumping hole. This process will take a few minutes to complete so wait until this process is finished. When this process ends, you will experience a trickling sound within the hose. If in doubt, you can pick-up the hose to feel that it's empty.
9. Do not close the valve of Black tank. You are still left to fit the garden hose in the black tank flush/rinser (if equipped). This step is only for those who have an RV equipped with a black tank flush which is usually found near the tank valve and labeled as such. Those who don't have black tank flush can ignore steps 11 - 14 and close the Black valve at this time (i.e., step 15).
10. Connect the garden hose (i.e., the one to be used only for dumping maintenance) to the black tank flush from one side and to the dump station or campsite's water supply on the other side. Note: you may have to remove the "city" water supply hose to do this if there is no other available spigot.
11. Once the garden hose is connected, turn on the water supply all the way.
12. Keep the water supply on so that the Black tank flush can clean the tank from inside. Keep the water supply on for at least 5 minutes.
13. After this, close the valve of the Black tank.
14. Remove the garden hose from Black tank flush, but not the spigot.
15. Now, open the Gray tank(s). Dirty soapy water from the sinks and shower will flow down the hose thus "cleaning" out any waste left over from the Black tank.

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16. Once the Gray tank is also empty, close its valve, remove the sewer hose, and close the outlet cover.

17. Next, hold the sewer hose from the tank side and lift it so that it drains out into the dumping hole. You can rinse the dumping hose with the water hose to ensure it is clean from inside and out.

18. It is the time to remove the sewer hose from the dumping hole. To do this, remove the weight or unscrew it from the sewer hose and pull it out from the dumping hole.

19. Clean the surroundings around the dumping hole and hose attachments with running water to ensure nothing has been left out there.

20. After this, you can add the holding tank's deodorant treatment to both Gray and Black tanks with the required amount of water. This is done from the sink and toilet inside the RV. Most people treat the toilet at every dumping and only treat the sinks periodically; however, treating the sink every time is a good idea to avoid any smells especially during warm weather.

21. Remove the disposable gloves and wash your hands.