



Rental Agreement Terms and Conditions
Clearwater RV Rentals, LLC
Rio Medina, Texas 210.910.7117

1. Definitions. This rental agreement covers **2021 Chinook Dream D290DBS (0500), and/or 2020 Chinook Dream 260BH (0215) during the dates specified in the rental details outlined in the reservation information located on RVshare.com. The “renter” in this case has used RVshare.com to secure a reservation and as such has separately provided a driver’s license for ID verification and insurance coverage.** “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 Renter 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 rental company named in this Agreement. “Loss of Use” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “Diminished Value” means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. “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. “Vehicle License Fee,” “Vehicle Licensing,” “Vehicle License Prop Tax,” “Vehicle License Cost Recovery Fee,” or “Motor Vehicle Tax” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

2. Vehicle Training Video. Following booking approval, the Renter was sent a link to an instructional YouTube video created by the Owner. By initialing below, you acknowledge receipt of the video, you acknowledge watching the video in its entirety, and you have taken note of Vehicle familiarization and operational tips relayed in the video you have viewed.

2a. Additional Training Videos. Following booking approval, we the owner determined it necessary for your rental party to be equipped with a Camco® Rhino Portable Tote Tank and/or if you’ll need to drain the wastewater tanks during your stay. The Renter was sent one to two link(s) depending on your rental scenario to instructional YouTube videos created by subject matter experts. By initialing below, you acknowledge receipt of the videos, you acknowledge watching the video(s) in their entirety, and you have taken note of equipment familiarization and operational tips relayed in the video you have viewed.

3. No Refunds for Early Returns. If you depart the RV early, we do not refund the unused days/time. **Credits:** There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the Owner's control. This includes, but is not limited to, weather, any and all peripheral systems within the RV that were working at delivery (TV, DVD player, Radio, Speakers, LED lights, sound system, etc.), damages to any part(s) of RV whether the Renter was at fault or not, or due to Renter's or any guests' negligence.

4. Campground Reservations and Issues. We are not responsible for campground reservations or electrical, cable, and/or water availability issues. All campground reservations must be made separately from your reservation with us, with the campground’s reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this agreement. No refunds will be given for campsite reservation errors or issues otherwise.



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5. **Awnings.** We DO allow the usage of the exterior awning but advise using caution! This is for your own protection, because they are NOT COVERED by insurance, and they are very expensive to repair or replace if damaged. Damage to awnings, including any acts of nature, or negligence are 100% your responsibility and will exceed your security/damage deposit amount.

6. **Rooftop Usage.** We DO NOT allow the use of the Vehicle rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair. See Paragraph 26.

7. **Waste Holding Tanks.** There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank (toilet) as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with many rolls of RV safe toilet paper and we ask that this is the ONLY thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning and/or repair to remove. You agree to contact the Owner immediately in the event of a sink, shower, or toilet clog. DO NOT attempt to unclog a toilet, sink or shower without first calling the Owner. All clogs will be assessed at the time of notification. Note: these systems do not function the way home appliances do and take special care. The Owner may choose to walk you through the steps to unclog a shower or sink however, a toilet will need to be unclogged by the Owner. A clogged toilet indicates a lack of renter's attention to the operation of the toilet shown in the Vehicle Training Video and will cost a call-out fee of \$85 per round trip. If it has been assessed additional damage has been caused by the clog or Renter's attempt to "remedy" the clog, you agree to pay total cost of repair.

8. **Pets.** Owner reserves the right to accept or decline any pets, for any reason. Pets are not allowed within the Vehicle at any time. No dogs, cats, small animals, amphibians, reptiles or otherwise. If any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and you agree to pay any excess damage fees. If any large amounts of pet hair are evident, you will be charged a full Deep Cleaning Fee for it to be removed. See Paragraph 9a.

9. **Cleaning.** We do NOT charge an up-front cleaning fee. You agree to return the Vehicle with a clean interior and free of all personal belongings, surface mess, empty trash cans, dishes must be washed, dried and returned to storage areas, refrigerator unit and pantry cleared of food. "Clean" means, as you received it or better. If you return the Vehicle unclean, you agree to pay a \$150 cleaning fee. You agree to utilize the cleaning supplies provided. Cleaners like liquid bleach or ammonia can cause serious damage and should never be used to clean within the Vehicle. Note: things like glitter, silly string, hair color, nail polish, etc. can cause a lot of damage and should not be used in the Vehicle during your stay.

9a. **Deep Cleaning Fee.** A fee of \$300 will be assessed if Vehicle is returned unclean, dirty, messy AND requires more than a surface cleaning or any reconditioning, or animal hair removal. You agree the Owner has the right to assess whether the amount of cleaning would require a Cleaning Fee or a Deep Cleaning Fee using a reasonable hourly gauge. ≤ 1 Hour of consistent (surface) cleaning garners Cleaning Fee of \$150. ≥ 1 Hour of consistent cleaning garners Deep Cleaning Fee of \$300.

10. **Bodily Fluid.** You agree any evidence of bodily fluid like urine, feces, vomit, blood, etc. will conclude in a total loss of your entire security deposit. These are all examples of potential biohazards and will be treated as such. If you opted for the lower end \$69 deposit buy-in with RVshare.com, you will be charged a \$300 deep cleaning fee.



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11. **Cooking.** We do not allow anything that can create a strong smell in the Vehicle that is difficult to remove, such as the long-term storage, cooking, and/or cleaning of fish or game animals. These must be prepped/cooked outside the Vehicle. If lingering food preparation or cooking odors are detected, you will be charged and agree to pay the Deep Cleaning Fee of \$300.

12. **Smoking.** There is NO SMOKING allowed in the Vehicle. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you agree to forfeit your entire security deposit.

13. **Drugs.** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the Vehicle is returned with any evidence of drug use or the transportation of drugs, it will result in law enforcement being called for a report and to collect the evidence.

14. **Renter Damages.** If the Vehicle, inside or out, and/or ANY of its contents that were present at the time of delivery, including, but not limited to couches/chairs, beds/bedding, counters, walls, appliances, etc., are damaged during your rental period you are responsible for paying all damages, whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, you are responsible for obtaining a police report, and notifying us immediately. Insurance policy does NOT cover interior damage or repairs. Damage to the interior of the Vehicle is charged to the renter, via cash upon return or charged to your security deposit.

15. **Appliances.** The air conditioning, radio, microwave, television, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. In case of any malfunction please contact the Owner immediately for assistance and we will do our best to troubleshoot or attempt to come to you for repairs.

16. **Abandonment.** If for any reason you abandon the Vehicle, you will be charged a \$1,500 fee for Abandonment plus any fees for ANY lost/missing keys or items/parts from the trailer. Abandonment means leaving the trailer with no intention of returning, before the end date/time of your rental period, and without securing/locking the Vehicle. In the event you abandon the trailer, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.

17. **Lockout/Lost Keys.** In the event a lockout occurs you agree to pay \$85 per trip, round trip, for Owner to drive and unlock the Vehicle and a fee of \$25 PER missing key. If owner is in route and key is found and Vehicle is unlocked, you will only need to pay for mileage up to that point round trip at .75 cents per mile. If no lockout occurs but a key is missing upon return of Vehicle, you will be charged a \$25 fee PER key. If Owner determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the Renter, at the time of service – locksmiths must be scheduled and approved by Owner BEFORE work is done.

18. **Vehicle Delivery.** At time of delivery an extensive walkthrough will be performed by the Owner. Pictures will be taken of both the interior and exterior of the trailer to document the condition of the trailer at time of drop-off. The pictures will be taken with a smart device and digitally stamped with time, date and location. You are encouraged to be present at time of delivery however, you are not required. When Vehicle is returned at the conclusion of your rental periods, you agree that it will be free from damages, and cleaned. Once the RV has been unhitched, the RV will not be allowed to be taken anywhere else and the delivery period will be considered complete. (This is for insurance purposes) A preliminary walk through will be completed. Photos will also be taken by owner for reporting to rental platform &/or insurance. Once a thorough inspection has been completed by the RV owner, any fees for damages, cleaning, dumping, or any other charges



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will be deducted from your security deposit if applicable. If you opted for the lower end \$69 deposit buy-in with RVshare.com, a claim will be posted within RVshare.com for damages and/or additional fees.

19. Dry Camping/Boondocking. Camping without hookups (water, sewer, power) restricts the capabilities of the Vehicle. Boondocking is only approved on a case-by-case basis and ONLY if the campsite has wired electric utilities (20, 30 or 50 AMP). NO generator use without prior and written approval of the Owner.

20. Hold Harmless. Renter agrees to hold harmless the Owner of the rented Vehicle, at all times, for all situations. Renter assumes all risk when renting the Vehicle, and Owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the Vehicle is used during the rental period.

21. Rental, Indemnity and Warranties. 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, costs and attorneys' fees we incur resulting from, or arising out of, this rental or 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.

22. Condition and Return of Vehicle. You must return the Vehicle and the keys as specified, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must contact the Owner immediately for availability and approval. An extension is not guaranteed. If you arrive at the Vehicle after deliver or depart before the scheduled pickup time, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our prearranged delivery/pickup schedule, and Charges may continue to accrue. Do not make any repairs to the Vehicle.

23. 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: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) 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.

24. Prohibited Uses. The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement: (a) Towing the Vehicle by anyone other than the Owner of the Vehicle (i) by anyone who is not an Authorized Renter, 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 the Vehicle or extended the rental period by giving us false, fraudulent or



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misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) 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 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 or vapping in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).

25. Optional Equipment. We offer certain Optional Equipment items, including Portable Wastewater Dump Tanks as needed or upon request and subject to availability for your use during the rental at NO additional charge. 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. If any damage is noted you will be charged the full replacement amount for the item.

26. Agreement to Pay. You will pay us, 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; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.

27. Your Property. You release us, our agents and 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, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

28. Personal Injury. You release the Vehicle Owner from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to you, children, guests, or relatives during your rental period including return period.

29. Our Responsibility to You. If the Vehicle becomes inoperable for more than 24 hours and after the Owner has been notified and given a reasonable opportunity and access to the Vehicle to fix or replace any issue/system, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable or an exchange for another available Vehicle. Inoperable means complete loss of function of any major appliance or feature like air conditioning, furnace, toilet, shower, main waterline, etc.



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30. **Personal Information.** 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.

31. **Miscellaneous.** No term of this Agreement can be waived or modified except in writing that we have signed. 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.