

## RECREATIONAL VEHICLE RENTAL/LEASE AGREEMENT

This Recreational Vehicle (RV) Lease Agreement herein referred to as the (“Agreement”) is made effective on \_\_\_/\_\_\_/\_\_\_ by and between Kevin Rodio with principal business address at 625 Albertson Rd. Hammonton, NJ 08037 herein referred to as the (“Lessor”) and \_\_\_\_\_ with permanent address at \_\_\_\_\_ herein referred to as the (“Lessee”).

The Lessor and Lessee herein are referred to as (“Party”) and collectively as the (“Parties”) with agreement as follows:

### 2. The Vehicle

The Vehicle herein is a Forest River Berkshire 390BH, recreational vehicle (RV) owned by the Lessor herein referred to as the (“Vehicle”), with description as follows:

MAKE: Forest River

MODEL: Berkshire 390BH

YEAR: 2014

VEHICLE IDENTIFICATION NUMBER: 4UZAB2DT6DCFH0128

2.1. The Lessor, after a thorough evaluation of the Lessee's rental application, hereby agrees to lease the Vehicle described under Section 2 of this Agreement, subject to the terms and conditions as set forth under Section 5 of this Agreement.

2.2. The Lessee wishes to lease the Vehicle of the Lessor after a thorough inspection of the Vehicle’s overall condition, subject to the terms and conditions as set forth in this Agreement.

### 3. Lease Term

The lease of the Vehicle shall commence on \_\_\_\_\_ and shall end on, at any time within, \_\_\_\_\_ unless otherwise, this Agreement is terminated by either one of the parties due to breach of the terms and conditions of this Agreement or for any justifiable reasons.

3.1. Both Parties may renew this Agreement after the termination date, provided that the Lessee complies with the terms and conditions set forth herein and requested a written notice of renewal.

### 4 . Payment Terms

The Lessee shall pay a \$ 499/549 as a daily lease of the Vehicle, which shall be paid through RVShare.

4.1. The Lessee understands that upon signing this Agreement, the Lessee shall pay a security deposit that amounts to \$ 1000, which shall be returned by the Lessor within 14 Days. The Lessee acknowledges and understands that the cost of any man-made damages that are not covered by the Vehicle’s insurance shall be deducted from the security deposit.

4.2. If the Tenant, despite constant notification of the Lessor, fails to pay the daily lease of the Vehicle within the due date, the Lessee understands that there shall be an additional late payment charge that amounts to \$ 49. The late payment charge shall be added to the next daily lease payment.

## **5. Terms and Conditions**

Upon signing this Agreement, the Lessee understands and shall comply with the terms and conditions that come with the leasing of the Vehicle. The Lessee shall not (a) use the Vehicle for transporting or housing items that are highly flammable, hazardous, and other illegal and dangerous items; (b) allow unauthorized driver and driver with no driver's license to drive the Vehicle; (c) allow any person who is not in the passenger list to dwell in the vehicle; (d) allow the driver to drive the vehicle while under in the influence of illegal drugs or alcohol; (e) transport more items or persons that exceed the carrying capacity of the Vehicle; (f) modify or alter any part of the Vehicle; (g) transport animals without federal authorization or any transportation permits from regulating government agency; (h) sub-lease the Vehicle to any person or entity; (i) allow any illegal substances, drugs, marijuana or other in the vehicle and (j) use the Vehicle for speed racing contest.

## **6. Turnover and Return of the Vehicle**

The turn-over of the vehicle shall be on the same date on the commencement date. The Lessor shall provide the Vehicle's registration and one key to the Lessee. Prior to the turnover, the Lessee has the right to examine or evaluate the Vehicle again. After the termination of this Agreement, the Lessee shall return the Vehicle in good condition along with the Vehicle's registration and one key to the Lessor with documented acknowledgment.

## **7. Charges**

Upon signing this Agreement, the Lessee acknowledges and understands that the cost of any man-made damages that are not covered by the Vehicle's insurance shall be deducted from the Lessee's security deposit. If the cost of the damages exceeds the amount of the security deposit, the Lessee is obligated to pay the extra costs of the damages. Furthermore, the evaluation of the damages shall be executed by the Lessor's duly accredited mechanic with the Lessee's presence as transparency of the evaluation.

7.1. If the Vehicle is lost due to carjacking, theft or any similar incident, the Lessee shall pay the Lessor the full amount of the Vehicle, provided that such loss has been reported to the local authorities with proper documentation.

7.2. In case the Lessee got into an accident due to reckless handling of the Vehicle, the Lessee shall be fully accountable for the charges filed by the third-party.

## **8. Indemnification**

The Lessor indemnifies the Lessee from any liability or incidents that may arise due to the improper maintenance of the Vehicle. The Lessee also indemnifies the Lessor and holds harmless from any liability, claims, or expenses that may arise due to mishandling and improper use of the Vehicle.

## **9. Warranties**

Upon signing this Agreement, both Parties has warranties, which are the following:

9.1. The Lessor warrants that the Vehicle is in good running condition with no pending cases or records as an evidence from any criminal cases. Moreover, the Lessor warrants that its vehicle or car rental business has the necessary permits and licenses from the states where it is operating.

9.2. The Lessee warrants that it has the capacity, license, and knowledge to operate the Vehicle. Moreover, the Lessee warrants that it shall comply with the terms and conditions of the Lessor as set forth in this Agreement, and it shall not own or interest any proprietary rights of the Vehicle.

### 10. Termination of Agreement

Renters are entitled to a full refund, less the RVshare service fee, for all cancellations made at least 30 days prior to the rental start date. Less than 30 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including the RVshare service fee will be granted.

### 11 . Notice

All notices concerning this Agreement or any concern related to the Vehicles shall be sent to each other's official email address or permanent address, depending on the urgency of the notice.

### 12. Signature

Prior to signing this Agreement, both Parties have thoroughly read and understand the terms and conditions set forth herein. **IN WITNESS WHEREOF** , the Parties herein or their authorized representative affixed their name and signatures on this \_\_\_/\_\_\_/\_\_\_ .

LESSOR NAME: \_\_\_\_\_

LESSOR SIGNATURE: \_\_\_\_\_

LESSEE NAME: \_\_\_\_\_

LESSOR SIGNATURE: \_\_\_\_\_

WITNESS' NAME: \_\_\_\_\_

WITNESS' SIGNATURE: \_\_\_\_\_