## **Rental Agreement**

## RVthereYet LLC

Please make sure you understand the rules and ask if you have any questions about any particular rule or expectation. Please Initial Each item showing you have read and understand the section.

- 1. <u>Fee for Late Returns</u>: If you are late returning the unit there is a \$40 per hour late fee. All drivers must be at least 27 years old and must be listed on the contract when you pick up the unit.
- \_\_\_\_\_ Initials
  - 2. <u>NO SMOKING</u>: Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit.
- \_\_\_\_\_ Initials
  - 3. <u>Odors / Cooking</u>: Anything that can create a strong smell in the RV that is difficult to remove, such as raw fish storage or cooking with heavy spices is prohibited. If the smell can not be removed by the owner, the cleaning process will be contracted out to a professional. All costs incurred will be paid by the renter.
- \_\_\_\_\_ Initials
  - 4. <u>Travel Restrictions</u>: No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park.
- \_\_\_\_\_ Initials
  - 5. <u>Speed:</u> Max speed for this vehicle is 70MPH. If any damage to the entirety of the RV is caused do to exceeding these limits, the renter will incur all costs of repair.
- \_\_\_\_\_ Initials
  - 6. <u>Toll Roads, Red Light Cameras, parking tickets, etc</u>: Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$50 administration fee. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc mail.
- \_\_\_\_\_ Initials
  - 7. <u>Awnings</u>: Awnings must be retracted when winds exceed 15 mph, at night or any time the RV will be left unattended or in motion. They can be damaged very easily due to weather or accidental misuse.
- \_\_\_\_\_ Initials
  - 8. <u>Generator</u>: The generator is for running the electrical elements of the RV. It is not a "constant run" generator and are not designed or allowed to be used as primary power while you are camping by running them constantly for extended periods of

time. Be aware that the generator draws fuel from the main gasoline tank and has a shut off when RV fuel tank is at or below <sup>1</sup>/<sub>4</sub> tank. Renters are prohibited from running the generator overnight while sleeping in the unit due to the possibility of carbon monoxide getting into the unit while you are asleep.

\_\_\_\_\_ Initials

- 9. <u>Security Deposit</u>: Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.
- \_\_\_\_\_ Initials
  - 10. <u>Propane/Gas:</u> You will be provided with a full tank, we request that you return it in the same condition. There will be a \$40 charge plus cost of propane/Gas if returned less than full.

## \_\_\_\_\_ Initials

- 11. <u>Renter Damage</u>. If the RV and/or the contents in the RV are damaged/lost/stolen during your rental period, you are responsible to pay all damage costs (if not covered by insurance) whether you were at fault or not or if damage was caused by acts of nature, (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting the owner immediately.
- \_\_\_\_\_ Initials
  - 12. <u>Waste Holding Tanks</u>: Waste holding tanks must be emptied prior to return & valves left CLOSED. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee and repair charges if necessary. An additional \$40 fee will apply if returned not emptied.
  - \_\_\_\_ Initials
    - 13. <u>Personal Injury:</u> You release RV there yet LLC and the owner of the RV, from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.
  - \_\_\_\_ Initials
    - 14. <u>Waiver:</u> 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 the party to be charged.
- \_\_\_\_\_ Initials

- 15. <u>Severability:</u> 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.
- .\_\_\_\_ Initials
  - 16. <u>Attorneys' Fees:</u> 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 other relief to which it is entitled.
- \_\_\_\_\_ Initials
  - 17. <u>Modifications:</u> No term of this Agreement can be waived or modified except by an agreement in writing that we the owners have signed.
- \_\_\_\_\_ Initials
  - 18. <u>Entire Agreement:</u> This Agreement constitutes the entire agreement between the parties regarding the rental of the RV, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

\_\_\_\_\_ Initials

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

Renter Signature and Date

Renter Printed Name

Renters Phone Number

Owner Signature and Date