



Recreational Vehicle Rental Agreement

Class B Lexington Grand Touring RV

Important Disclosures:

Responsibility for Damage or Loss; Reporting to Police

By signing this agreement you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the rental. You agree to indemnify the owner of the RV and RVshare (only if rented through) the company in any suit brought against them.

Responsibility for Damage or Loss; Reporting to Police

You are responsible for all damage to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle if it is not repairable or if we elect not to repair it, loss of use, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.

Optional Products and Fees Disclosure

By signing this agreement you understand and agree that there may be optional products that you may or may not opt to add on to your rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the rental has been completed based on usage and damages.

Renters Printed Name: _____ **Date:** _____

Renters Signature: _____ **Date:** _____



Owner Information:

Full Name Frederick Graff
Full Address 1439 Muro Ln
 Manteca, CA 95337
Phone (209) 914-2619
Email littlebearrv@hotmail.com
Vehicle 2005 Lexington Grand Touring RV
VIN 1FDXE45SX4HB25592
License No 5PXD716

Renter(s) Information:

Full Name _____
Full Address _____

Phone _____
Email _____
Driver's License No. _____
Exp. Date _____
Birth Date _____
Employer _____
Employer Phone # _____



Additional Drivers: Must include a photo copy of valid driver’s license for each additional driver.

First Name	Last Name	Driver License Number	Age (must be over 25)

Recreational Vehicle Rental Agreement

I, _____, do hereby agree to rent the 2005 Lexington Grand Touring (vin: 1FDXE45SX4HB25592) from Frederick Graff under the following terms and conditions.

1. The release of this vehicle shall be from (pick-up date: _____) to (drop-off date: _____)
2. The paid number of rental days (or nights if booked through RV share) according to the rental invoice is (_____) which will include 125 miles per day yielding _____ total miles. Each mile over this total will cost (.35 USD)
3. The security deposit for this rental is \$[500.00 USD]
4. I understand that the deposit will be subject to the following fees should the following services be required:
 - Grey and Black Water dumping Fee – 75.00 USD
 - Exterior Cleaning Fee – 85.00 USD
 - Interior Cleaning Fee – 75.00 to 500.00 USD
 - Pet Stain (if pet is allowed) – 250.00 USD
 - Must be returned with a Full Tank of Gas – 50.00 USD plus cost of fuel
 - Must be return with LP Gas fully recharged – 50.00 USD dollars for recharging service
 - Smoking in Vehicle – Full loss of deposit
 - Late drop off after 10 AM – 60.00 USD



5. I understand that the RV should be returned clean internally and externally. The RV must be wiped down and vacuumed internally. Each RV will come with a portable vacuum and a small bucket with rag and cleaning solution.
6. I have truthfully disclosed the identity and proper age of all drivers.
7. (For per owners only) I have disclosed my intention to have my pet _____, and am aware that a pet fee of **\$50.00 USD** has been included in the sum of the rental. All parties traveling with pets that are not approved in advance will be subject to forfeiture of all or some of my security deposit.
8. I have stated that I will not smoke inside the vehicle, yet if there is evidence of smoking, I will be subject to the entire security deposit, at the owner's discretion.
9. I agree to pay a late return fee of **\$ 200.00 USD per day** if I do not return the vehicle as originally agreed.
11. I have read and agree to all rental rates.
12. I shall be responsible for any and all damages to the vehicle.
13. I am responsible for checking and maintaining all fluid levels during the rental period.
14. Unless authorization is obtained from the owners, no repairs, replacement of parts or service shall be completed during the rental period.
15. I, (print name) _____, release **Frederick Graff** from all claims for loss of, or damage to, my personal property or that of any other person, which is left or carried in the vehicle.
16. The owners are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The owners shall be responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible.
17. I agree to return the vehicle in the same condition in which it is received. This includes cleaning the interior and exterior of the coach.
18. I agree to return the coach by the agreed upon time of **7 PM** on the return date listed in this contract
19. I agree not to take the vehicle outside of the continental United States. I am responsible for reporting all accidents, incidents of vandalism or theft to the police and the owners upon discovery.
20. I agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All reported drivers have a valid driver's license.
21. I agree that all insurance information provided is true and valid.
22. Vehicles shall not be driven off road or any unpaved surface.
23. We may use your security deposit to pay any amounts owed to us under this agreement, which shall include replacement of fuel or LP gas, time and mileage, loss or damage to the vehicle administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the rental agreement. If the amount of your security deposit is insufficient to satisfy all amounts due then you agree to pay all charges in excess.



24. I _____ agree will text a video of the vehicles following conditions at **departure and return to (209) 914-2619:**

- A. Interior and exterior including all vehicle sides, all interior walls (including cushions, refrigerator, carpet, and bathroom).
- B. Evidence of interior and exterior existing damages.

25. I _____ agree to text a photo of proof of the following to **(209) 914-2619:**

- A. The final millage upon the hour of return.
- B. Receipt of sewage disposal or undisputable proof of.
- C. Receipt for external cleaning or undisputable proof of.

Pre-Departure Odometer Mileage Reading: _____

Pre- Departure Generator Reading: _____

Print Name _____

Signature _____

Date _____

Witness Name _____

Signature _____

Date _____



Towable Vehicle Rental Agreement Terms and Conditions

1. Definitions.

“Agreement” means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of rental.

“You” or “your” means the person identified as the renter on this form, any person signing the 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 separately bound by this Agreement.

“We,” “our,” “us,” “I,” or “my” means the business or private owner renting the towed Vehicle to you.

“RVshare” means the RV rental search engine used by this business or private owner.

“Authorized Driver” means you and any additional driver approved and listed by us on this Agreement.

“Vehicle” means the non-motorized towed recreational vehicle identified in this Agreement.

“Loss of Use” means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the daily rental rate.

2. Rental, Indemnity and Warranties

This is a contract for 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 both us and RVshare, defend both us and RVshare, and hold both us and RVshare harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

3. Condition and Return of Vehicle

You must return the Vehicle to the place of pickup of other location that we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear.

If the Vehicle is returned after the specified time, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it. Service to the vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.



4. Prohibited Uses

The following acts or uses of the Vehicle are prohibited: **a) towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving 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 misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United States or Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) on unpaved roads; or (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing loudspeakers or other sound equipment on the exterior of the Vehicle; and (h) if the vehicle is equipped with an outside fuel system, using any fuel with incorrect octane level as defined by the outside fuel system manufacturer.**

5. Insurance

Renter must provide an insurance binder from his or her auto insurance company for both comprehensive, collision, and liability insurance up to 1 million dollars with a maximum deductible of \$500.

6. Charges

You agree to pay us on demand for all charges due us under this Agreement, including but not limited to: (a) time for the period during which you take the Vehicle; (b) charges for additional drivers; (c) charges for the optional services; (d) applicable taxes; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (g) \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (h) all costs, including pre- and post-judgement attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a reasonable fee not to exceed 1000.00 USD to clean the Vehicle, if returned substantially less clean than when rented; (j) a dumping fee of **[\$75.00 USD]** if the Vehicle's waste, fuel, or holding tanks have not been drained (valves open, caps off) by you prior to the return of the Vehicle; (k) **a refueling fee of \$[50.00 USD] plus the cost of fuel if you fail to refill the fuel tank.** We will not refund any of the time or mileage charges if you return the vehicle earlier than the date or time due in.

7. Deposit



We may use your deposit to pay any monies owed us under this Agreement.

8. Your Property

You release us 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 as left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

9. Modifications

No term of this Agreement can be waived or modified except by a 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 merged into this Agreement.

10. Miscellaneous

A waiver by us of any breach of this Agreement is not a waiver of an 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. 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.

You will indemnify, defend, and hold both us and RVshare (if rented through) harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By Signing below you acknowledge that you have been given an opportunity to read this Rental Agreement in its entirety, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this agreement, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

Print Name _____

Signature _____

Date _____

CHECK LIST:

- 1) Scan each page and send to littlebearrv@hotmail.com
- 2) Scan or send a picture of each driver driver’s license to littlebearrv@hotmail.com
- 3) Scan proof of insurance to littlebearrv@hotmail.com