

# RV Use Agreement

This agreement ("Agreement") is made effective as of \_\_\_\_\_, by and between Michael Tift ("Owner") and \_\_\_\_\_ ("User"). The parties agree as follows:

**VEHICLE:** Owner, in consideration, shall provide the recreational vehicle ("Vehicle") for User to use.

Make: THOR  
Model: ACE 30.2  
Year: 2019  
Vehicle Identification 1F65F59Y9J0A15120  
Length: 30.5

**DURATION:** The use period shall be from \_\_\_\_\_ to \_\_\_\_\_. User must return the Vehicle to Owner's home or other location agreed on, on the date and time specified in this Agreement, and in the same condition that you received it. If the Vehicle is returned after agreed time, User remains responsible for the safety of, and any damage to, the Vehicle until Owner has a chance to inspect it.

**CHARGES:** User agrees to pay Owner based on the Departure Checklist sheet fees, including but not limited to:

- a) Time and mileage for the period during which User keeps the Vehicle, and over mileage fees.
- b) Charges for optional products or services User elects to include.
- c) Fuel and/or Propane, if User returns the Vehicle with less fuel than when rented.
- d) Loss of, or damage to, the Vehicle which includes the cost of repair, or the actual cash value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, or if Owner elects not to repair the Vehicle, plus an administrative expense incurred in processing the claim, all in accordance with California Civil Code § 1936
- e) Cleaning cost if the Vehicle is not returned in the same condition rented.
- f) Dumping of and visual confirmation the Black and Grey tanks.
- g) Actual expenses Owner incurs in locating and recovering the Vehicle if User fails to return it or Owner elects to repossess the Vehicle under the terms of this Agreement.
- h) Interior Damage: Any damage to the interior including items such as appliances, cabinet, floors, bathroom cleaning/repairs, etc.
- i) Pets: No pets are allowed in Vehicle Any pet odors in the Vehicle will result in additional fees.
- j) GPS: Vehicle has multiple tracking devices, User agrees to GPS tracking and fees for tampering with or removal of GPS units
- k) Ladder/Roof: Activity on the roof and rear ladder of the Vehicle is forbidden.

## Rv Use Agreement Continued

- l) Travel Restrictions: No off paved road driving or camping including but not limited to Black Rock City, Salt flats, however Unpaved roads in paid for and approved campgrounds are allowed to reach campsites. Vehicle may not be taken into Mexico Truces: User is responsible for all applicable taxes.
- m) Citations & Tolls: Will be charged to User at the date of discovery by Owner
- n) Misc: Lost keys, generator hours, etc. Charges are listed on Departure Checklist

**SECURITY DEPOSIT:** A security deposit will be held in the amount of \$\_\_\_\_\_ dollars. The Owner may use your deposit to pay any amounts owed under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the User agrees to pay all charges in excess, either by cash or transfer. Owner has up 48 hours from the return of the Vehicle to inspect the Vehicle for damages. The security deposit will be returned within 7 days if there are no damages to the Vehicle or overage charges due. If incorrect or miscalculated amount of security is returned, User agrees to pay back documented amount immediately upon request from Owner

**LIABILITY INSURANCE:** User is responsible for all damage or loss you cause to others. User has provided an insurance binder or document indicating that User has vehicle liability, collision, and comprehensive insurance covering User, Owner, and Vehicle. Owner provides no liability insurance unless the Vehicle is borrowed.

**USE, INDEMNITY, AND WARRANTIES:** This Agreement is a contract for the use of the Vehicle. Owner may repossess the Vehicle at User's expense without notice to User, if the Vehicle is abandoned or used in violation of law or this Agreement. User agrees to indemnify Owner, defend Owner and hold Owner harmless from all claims, liability, cost and attorney fees incurred by Owner resulting from, or arising out of, this agreement and use of the Vehicle. **Owner makes 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.**

**RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE:** User is responsible for all damage to the Vehicle, missing equipment, and Owner's administrative expenses connected with damage claim in accordance with California Civil Code § 1936, regardless of whether or not User is at fault. User is responsible for loss due to theft of the Vehicle and all damages due to vandalism that occurs in connection with a theft, if User fails to exercise ordinary care while in possession of the Vehicle. User is responsible for damage due to vandalism not associated with theft of the Vehicle up to a maximum of \$500. User must report all accidents or incidents of theft or vandalism to the police as soon as User discovers them. User must report all accidents and incidents involving the Vehicle to Owner immediately. User must receive approval from Owner to make any repairs, large or small, inside or outside of Vehicle. User may be charged if non approved modifications are made.

**PERSONAL PROPERTY:** User releases Owner from all claims for loss of, or damages to, your personal property or that of any other person, that was left or carried in Vehicle.

**PERSONAL INJURY:** User releases owner of 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 Vehicle, Owner's negligence, or was otherwise Owner's responsibility.

**CONDITION OF VEHICLE:** Owner shall provide the Vehicle in clean and operating condition. Service to the Vehicle or replacement of parts during the agreement period, must have Owner's prior approval. User must check and maintain all fluid levels and tire air pressure during the agreement period.

**APPLIANCES:** The A/C, generator, awning, 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 instructional videos and/or informational material, if any, in the Vehicle and contact Owner immediately before trouble shooting.

## RV Use Agreement Continued

**DRIVING RESTRICTIONS:** The Vehicle shall not be driven outside the Continental United States or Canada. The Vehicle shall only be driven on paved roads.

**PROHIBITED USES:** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the RV without legal process, and/or legal action: a) the unauthorized towing, or other prohibited use of the RV; b) accessing or walking on the roof of the Vehicle; and c) not complying with all campground rules and regulations, or State or federal laws.

**PETS:** No pets shall be allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**SMOKING:** No smoking is allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**TOWING:** The Vehicle is not allowed to tow any other vehicle or trailer. Failure to comply with this requirement will result in loss of Security Deposit.

**DRIVER REQUIREMENTS:** The Vehicle can only be driven by an authorized driver 25 years of age or older possessing a valid and identifiable driver's license. User acknowledges that the qualifications of any driver of the Vehicle are solely at the discretion and risk of the User, and Owner has not evaluated the skill and expertise of any such driver. User acknowledges that RVs can be very large and handle differently from passenger cars. The Vehicle requires more skill and expertise to operate safely than a passenger rental. The Vehicle requires more clearance above, in front of, behind, and beside them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway and that passing vehicles could make Vehicle sway. User acknowledges the vehicle height and width and length clearance for is:

Height \_\_\_ 12 ft \_\_\_ Width \_\_\_ 8.5 ft \_\_\_ Length \_\_\_ 30.5 ft \_\_\_

Spotters are required to assist the User in backing the Vehicle. User acknowledges that Owner has no control over the number of passengers User may allow into the Vehicle or the conduct of those occupants while the Vehicle is being operated. Therefore, User acknowledges that they are solely responsible for the passengers on board the Vehicle as well as the conduct of those passengers, and User shall confirm that both driver and passengers are properly using seat belts while the Vehicle is in motion.

**OCCUPANTS:** Only the User and passengers agreed to are allowed to travel in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit amount.

**WAIVER:** Owner's failure to enforce any of the 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.

**GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and enforced according to the substantive laws of the State of California without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Stockton, California or the federal court located in Oakland, California for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Stockton, California or the federal court located in Oakland, California.

**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.

## RV Use Agreement Continued

**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 other relief to which it is entitled.

**MODIFICATIONS:** No term of this Agreement can be waived or modified except by a writing that we have signed or initialed.

**REFUNDS.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

**CANCELLATION POLICY:** Any cancellations made will forfeit your reservation deposit, half of the total rental amount.

**OWNER:**

**Date:**

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Michael A Tift

**USER:**

Print Name:

**Date:**

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Signature:

Return Security Deposit to:

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