



## Chill RV Rental Agreement

These terms and conditions are expressly made part of the rental agreement (the "Agreement") by and between the person(s) listed on page one (herein collectively referred to as ("Renter") and RV Rental Owner or Dealer ("Dealer"). The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Dealer, it has also released and/or indemnified the officers, employees, and agents of Dealer.

**Security Deposit & Authorization** A security deposit is required at time of pick-up and will be refunded when all costs are paid as per the terms of this Agreement. Company may use your deposit to pay any amounts owed to us under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by cash, personal check or authorized use of the credit card provided within 3 days of request.

Minimum requirements for return of the security deposit include: unit is cleaned to a satisfactory condition (no trash or dirty dishes left behind), gas tanks are full, liquid propane is full, holding tanks are properly emptied, no damage was done to the rental, the RV was returned on time and there are no other violations of this Agreement. At the time of rental a credit card voucher will be authorized by Renter to cover any amounts payable pursuant to this Agreement and by executing this agreement Renter understands and expressly consents to use of the voucher for such purposes without reservation.

There will be an additional cleaning fee for both interior and exterior if the rental comes back excessively dirty on the inside or the outside as determined by the Renter.

Dealer has up 7 days from the return of the unit to inspect the unit for damages and contact the customer. The security deposit will be returned within 14 days if there are no damages to the rented unit.

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### **Condition of Rental & Responsibility for Repair**

Renter is responsible for all damage to the rental, missing equipment, down time, and Dealer's administrative expenses connected with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter. Renter is responsible for loss due to theft of the rental. Renter is responsible for all damages due to vandalism of the rental. When accepting the rental, Renter and an authorized representative of Dealer will complete a Walk-Thru Report of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of same.

Upon return of the rental, Dealer will be given a reasonable amount of time to inspect the rental and will again note all defects or damage to same. The initial walk-through upon return is not the final inspection. Dealer is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the Dealer return inspection which are not noted on the Walk-Through report completed by Renter and Dealer when accepting the rental shall be the sole responsibility of Renter and Renter shall reimburse Dealer for the cost of the repair. To the extent that the security deposit actually paid to Dealer is insufficient to cover the costs incurred by Renter, Renter will make immediate payment to Dealer upon demand.

Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them and provide a copy of the police report to Dealer. Renter must report all accidents involving the rental to the Dealer within 24 hours of occurrence and provide a copy of the accident report to Dealer.

Renter acknowledges that Dealer has no control over the number of passengers a Renter may allow into the rental or the conduct of those occupants while the rental is being operated. Therefore, Renter acknowledges that Renter is solely responsible for him or herself and the passengers on board the rental as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using seat belts while the rental is in motion.

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### **Drivers**

Renter acknowledges and agrees that no person shall be allowed to drive the rental who is not at least the age of 25, a holder of a valid driver's license in his or her actual possession, and approved through our insurance or through a third party insurance binder. Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The rental requires more skill and expertise to operate safely than a passenger rental. The rental 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 rentals and obstacles on the roadway.

Spotters are recommended to assist the driver during backing up of the rental. Renter represents and warrants to Dealer that any person who operates the rental will have passed DMV verification and will have the skill and expertise to do so safely and free from negligence. Renter acknowledges that the qualifications of any driver of the rental are solely at the discretion and risk of Renter and Dealer has not evaluated the skill and expertise of any such driver.

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### **Parameters of the RV**

Height 11.2 feet – Length 25.5 feet – width 7.3 feet – weight 11,030 pounds

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### **Allowed Use of the Rental**

The rental may only be used on those public roadways with sufficient width and clearance to allow the rental to be operated safely and without damage. Under no circumstances may the rental be operated off road. If Dealer provides a driver for the rental, Renter remains responsible for all damage to the rental, missing equipment, down time, and Dealer's administrative expenses connected with damage regardless of whether or not Renter or the driver is at fault.

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### **Under no circumstance shall:**

The rental be driven into Mexico. Any pets or other animals be allowed in the rental without permission. Renter allows anything to be towed behind the rental without prior permission. Anyone be allowed on the roof of the rental unless specifically instructed by Chill RV. Anyone occupy any towed vehicle while it is in motion.

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### **Citations**

Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's contractual possession of the rental. If the renter receives a ticket and fails to inform the Dealer they will be charged the ticket fee **plus an additional fee of \$75.**

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### **Maintenance**

Renter is responsible for checking all fluid levels, including oil and coolant levels. Renter is responsible for checking air tire pressure, lug nuts and wheels at each refueling. Renter is responsible for mechanical damages due to negligence in operation and/or maintenance. Should the RV need additional fluids like DEF, coolant or oil, the renter needs to contact Chill RV and get refilling instructions.

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### **Hauling and Delivery**

Renter liability for damages relating to the delivered rental begins when the Renter receives the keys and ends when the renter returns the keys to the Dealer. This includes tire blowout, damage to the rental, theft & vandalism.

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## **Right of Possession**

Dealer shall always have a superior right of possession of the rental over Renter. In the event that Dealer's officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, Dealer shall have the absolute right, but not the obligation, to recover the rental from Renter regardless of the amount of time remaining in the rental Agreement. In the event Dealer recovers the rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs. In the event of physical damage to the RV, should the Dealer qualify that the RV is no longer safe, the client may be asked to end the trip and return the vehicle.

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## **This Agreement is not assignable by Renter**

Renter shall not sublease the RV to any party or reassign the use of the RV to anyone.

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## **In Case of Dispute**

Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter's use of the rental (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be exclusively in the County of Dealer's operation. This Agreement shall be construed in accordance with the laws of the state of Dealer's operation.

Renter agrees that in the event Dealer prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs and attorney's fees incurred in that action.

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## **Warranties, Releases, Indemnification and Assignment**

Renter accepts rental "as is" with all faults and without reservation. Dealer shall not be liable for any direct or indirect, incidental, special, punitive or consequential damages or from any lost or imputed profits or revenues arising from or related to the rental. The exclusive remedy for for any and all claims of damage related to use of the rental shall be limited to the total rent paid or payable to the Dealer under this agreement.

By execution of this agreement, renter further releases and holds harmless Dealer from any an all claims for damages and consequential damages incurred by renter and any other occupant of the rental including, but not limited to, damages for personal injury or death, costs for replacement rentals, fuel, travel, meals, lodging costs, loss of personal property, loss of revenue or for any

other direct, incidental or consequential loss or damage of any kind that renter or any occupant of the rental may incur.

Renter further hereby agrees to indemnify and forever hold harmless Dealer and Rental Owner from any and all liability, claims, or causes of action of any kind or character whatsoever, and by whomever asserted arising from or in any way growing out of the operation or use of the rental under this agreement.

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## **Return Policy**

Rental units must be returned as scheduled. A night of reservation is up to 24 hours, the time of RV drop off is the same time the RV needs to be ready for pickup. The rental must be returned in full working order without trash or dirty dishes. If the Renter wants to extend a reservation they must contact the Dealer in advance, get approval and pay the additional balance prior to reservation extension. If the Renter wants to extend the reservation by a couple hours only after the reservation has already begun, the first hour is complimentary, additional time is \$30 per hour, up to 8 hours.

If the Renter does not gain prior approval and returns late the following late fees apply,

**First hour is grace period, second hour is \$75, third hour is \$200. Clients arriving more than 3 hours after the scheduled return time may be charged up to triple the nightly cost.**

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## **Smoking**

Absolutely no smoking is allowed in our RVs of any kind. Detection of any smoke may result in a fine up to \$700.

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## **Pets**

No pets are allowed in the rental units unless the pet fee has been paid. If the unit returns with pet odors additional cleaning fees may apply. Pets may not be washed in the indoor shower as it may cause damage to the RV. You can rinse off your pets using the outdoor shower. If a pet was brought aboard without prior permission, a penalty fee of \$150 may apply on top of the animal fee.

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## **Ladder**

Activity on the roof of the RV is strictly forbidden unless specifically instructed by Chill RV.

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## **Break Downs**

In the unlikely event of a break down or mechanical issues, the Renter needs to contact the Dealer right away so that the Dealer may assist the Renter. The Dealer is not responsible for any losses associated to the breakdown, including but not limited to loss of reservations and fees incurred due to lodging. The Dealer highly recommends purchasing Road Side Assistance or carrying personal road side assistance plans. If a breakdown should happen we will do our best to get you back on the road within a reasonable amount of time.

In the event of a tire blowout the customer is responsible for changing the tire and any associated fees, unless Road Side Assistance was purchased.

Renter must obtain permission from the dealer prior to purchasing anything for the vehicle. If prior permission is not received the renter may or may not be reimbursed, up to the dealers' discretion.

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## **General Requirements**

Renter agrees not to drive in a careless or negligent manner while towing or driving a Rented vehicle, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those signed to the agreement and covered by insurance. Renter further agrees not to use, or permit use of the rental for unlawful purposes.

By signing below, you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a credit voucher in your name for all rental charges due under this Agreement.

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## **Additional Conditions**

This Agreement may not be cancelled or modified except in writing signed by all parties.

By signing below, you acknowledge that you read, understood and agree with this contract. If you have any questions, please contact Chill RV at (818)642-9185.

Renter Name \_\_\_\_\_

Renter Signature \_\_\_\_\_

Renter Phone Number \_\_\_\_\_

Date \_\_\_\_\_