



1748 Alexander Street. Simi Valley, CA 93065

RENTAL AGREEMENT ADDENDUM POLICIES AND COSTS

A. RENTER & DRIVER REQUIREMENTS

- Initial
1. All drivers must be minimum 25 years of age at time of rental and possess valid drivers' license.
 2. Renter must be present, provide a major credit card, and picture identification at time of pick-up.
 3. Renter's identification name must match name on credit card being used to pay for rental.
 4. Only Authorized Driver(s) are permitted to drive and operate the motorhome. Authorized Drivers are defined as only those drivers expressly listed and designated as authorized drivers within this contract. Renter relieves the rental company and its insurance carrier(s) of any liability incurred while the motorhome is driven or operated by anyone other than an authorized driver.
 5. Renter certifies that all the information provided in the Reservation Application and in this contract is true and accurate. Any inaccurate or fraudulent information voids this rental contract.

B. VEHICLE

- Initial
1. The reservation confirms rental dates, time, and a general vehicle type range
 2. The Rental Company reserves the 2018 Mercedes Benz Prism by Coachmen FS2200

C. RESPONSIBILITY FOR DAMAGE OR LOSS

- Initial
- You are responsible for:
1. All damages to the vehicle.
 2. Loss of use of the vehicle while it is being repaired (refer to Paragraph U), (Not covered by insurance).
 3. Diminution of the vehicle's value caused by damage to it or repair of it, (Not Covered by insurance). The diminution in value charge is 2% of the value of the motorhome.
 4. All damage or loss caused by blowouts, punctures or other road damage, unless the damage is caused by a "loss" that is collision or comprehensive.
 5. Missing equipment.
 6. Our administrative fees connected with any damage claim, regardless of whether you are at fault. These fees are:

<u>Amount of Damage</u>	<u>Administrative Fee</u> (Cal. Civil Code 1936 (b)(6) not covered by insurance)
Under \$100	None
\$100 to \$500	\$50
\$501 to \$1,500	\$100
Over \$1,501	\$150
 7. **THEFT & VANDALISM:** You are responsible for loss due to theft or vandalism, attempted theft, or vandalism of the vehicle and all damage due to vandalism that occurs in connection with a theft.
 8. You must report all accidents and/or damage involving the vehicle to us within 6 hours of the occurrence. You agree to pay these charges from credit sources listed in this contract and assume all responsibility to submit accident reports and claims to the proper authorities.

D. YOUR PROPERTY

- Initial
- You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handed or stored, or that was left or carried in or on the vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. Includes vehicles parked on our premises.

E. IDEMNITY & WARRANTIES

- Initial
- You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorneys' fees incurred by us resulting from, and arising out of, this rental and your use of the motorhome. We make no warranties, express, implied, or apparent, regarding the motorhome, and no warranty that the motorhome is fit for a particular purpose.

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____ F. PAYMENTS

- Initial 1. Full payment is due upon the agreed pay schedule as follows: Due Immediately \$\$\$\$., Due _____, 2019 \$\$\$\$., Deposit Due _____, 2019 \$\$\$\$.
2. You agree to pay us, on demand, for all charges due us under this contract, including, but not limited to: (a) A mileage charge based on our experience if the odometer or its seal is tampered with, or disconnected; (b) All expenses we incur in locating and recovering the vehicle if you fail to return it or if we elect to repossess it under the terms of his contract; (c) All costs, including pre- and post- judgment attorney's fee, we incur collecting payment from you or otherwise enforcing our rights under this contract; (d) A 2% per month late fee, or the maximum allowed by law (if lower than 2%) on all amounts due us but not paid upon return of the vehicle; (e) \$100, plus \$5 per miles for every mile between the renting location and the place where the motorhome is returned or abandoned, plus any additional recovery expenses we incur; (f) \$25 if you pay us with a check returned unpaid for any reason. We may use your Security Deposit to pay any of these amounts owed us.

____ G. SECURITY & DAMAGE DEPOSIT

- Initial A \$\$\$\$ security and damage deposit is required before departure, and is payable in cash, check, or credit card. This deposit covers any damage to the rented motorhome during the rental period, regardless of fault. It also covers any additional charges (fuel, additional mileage, additional days, etc.) incurred related to the rental that were not charge elsewhere in the rental contract or rental application, including traffic tickets or other fines incurred. This deposit also covers all costs and our lost time (\$75/hr), including pre-and post-judgment attorney's, legal and collection fees we incur collecting payment from you or otherwise enforcing our rights under this contract. The deposit may be held until the completion of any legal or collection action. The deposit, or unused portion, is refundable within 14 days.

____ H. CANCELLATION POLICY

- Initial 1. Reservation cancellation over 21 days before departure are subject to \$100 cancellation fee.
2. Reservation cancellation between 14 and 19 days before departure are subject to \$500 cancellation fee.
3. Reservations cancelled less than 20 days before departure are subject to full rental fee.
4. You may reschedule your rental once after submission of application with no fee.
5. Cancellation charges will be taken from any renters' funds available: prepayments, reservation deposit or security deposits.

____ I. ROOF ACCESS

- Initial **For safety reasons, all members of rental party are expressly prohibited from use of the roof ladder and roof.**
Any evidence of use or access of either of these items will result full forfeiture of the Security and Damage Deposit is addition to any damage incurred.

____ J. PICK-UP AND RETURN

- Initial 1. Pick up is 1:00 PM to 4:00 PM. Monday through Friday.
2. Return is 9:00 AM to 11:00 AM. Monday through Friday. You agree to return the motor home to our rental office, or other location we specify, in the same condition that you received it, except for ordinary wear.
3. If Delivery/Pickup is arranged, ½ hour of time is included in the rate, after ½ hour, the rate is prorated at \$50/hr.
4. if the vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the vehicle until we inspect it upon our next opening for business.
5. There are no refunds for early returns. There is a \$50 per hour late fee.

____ K. GENERATOR

- Initial 1. Three (3) hours per day averaged, free generator use. Thereafter, there is a \$6 per hour charge.

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____ L. SMOKERS OR PETS

- Initial 1. There is a \$500 fumigation fee for rentals having any evidence of smokers or pets. This charge is at the sole discretion of the rental company. Our main concern is for the health of subsequent renters.
2. We enforce a strict **NO SMOKING** and **NO PETS** policy, unless authorized in writing in the Pet Addendum.

____ M. INSURANCE

- Initial 1. The renter **MUST** purchase full coverage insurance from MBA Insurance for a cost of \$25 to \$34 per day based on the motorhome's value, Supplemental Liability Insurance for a cost of \$14.95 per day, and assume the first \$2,500 financial responsibility for damage, regardless of fault.
3. MBA Select, the following changes apply to this agreement:
- A) "Damage" means any collision or comprehensive loss to, or of, the vehicle; collision or comprehensive losses do not include damage to the interior of the vehicle, or its appliances
 - B) Damage to the vehicle is covered by MBA Select. The policy has a \$2,500 deductible, per occurrence.
 - C) Auto liability insurance is part of MBA Select, and provides coverage for bodily injury and property damage with limits no higher than the minimum prescribed by the vehicular financial responsibility laws of the state where the damage or loss occurs. MBA Select covers \$2,000 PIP or medical payments, and statutory limits of uninsured and under-insured motorist coverage. Coverage applies in the USA and Canada. Coverage is void if you violate the terms of this agreement or if you fail to cooperate in any loss investigation conducted by us, or the insurer. Allowing an unauthorized driver to operate the vehicle terminates our liability insurance coverage.
4. Renter will pay all damages regardless of fault and understands that the rental company is not an insurance company or agent. Renter assumes responsibility to file all claims with the insurance company and seek any reimbursement from them.

____ N. RESTRICTED USE

- Initial 1. All desert areas during hot periods, including Death Valley. During these periods, many areas are not habitable and could pose a danger to humans. Consult our rental agent for complete list of restricted areas.
2. Gatherings or events, which could pose a danger to humans.
3. Non-Public roads, unpaved, dirt roads and "off-roads" areas.
4. Renter is liable for all damages to vehicle, tires, batteries, towing charges and other expenses as a result of a breakdown associated with operating in these areas.
5. Renter is prohibited in use of the motor home associated with any illegal or unsafe purpose, including consuming alcohol while driving.
6. Security & Damage Deposit will be forfeited if any portion of this section N is violated.

____ O. SANITATION DUMP

- Initial 1. The renter will dump tanks and flush lines before motorhome is returned. Normal fee is \$150.00.
2. Should the Motorhome be returned with holding tanks clogged, a fee of \$350 will be charged. In addition, the renter will be responsible for any tickets or fines levied in conjunction with waste disposal.

____ P. CLEANING CHARGES

- Initial A fee to clean the Motorhome upon return has been included in this contract. If the motorhome requires additional cleaning beyond 1 hours, the additional fee will be \$75/hr. The fee is at the rental company's sole discretion.

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___ Q. MILEAGE

- Initial
1. There are no refunds for unused miles.
 2. Additional Mileage Charge, in excess of free miles: \$0.43 per mile.

___ R. FUEL

- Initial
1. No warranties are made regarding fuel tank capacity or fuel mileage.
 2. All gasoline, diesel or propane refueling during the trip is at customer's expense.
 3. Motorhome is provided with fuel tank touching the $\frac{3}{4}$ marker. Renter agrees to return motorhome with fuel refilled to the same level; otherwise the refill charge is at a fixed price depending on level returned (note fuel policy). Fixed price is based on $\frac{1}{4}$ tank increments.
 4. Renters may choose to prepay for Gas refill. Please see Fuel Policy or contact Xscape RV Rentals Representative.

___ S. MAINTENANCE AND BREAKDOWN RESPONSIBILITY

- Initial
1. The renter is responsible for checking the engine oil, fluids, and coolant levels at each refueling, as well as reporting any mechanical failures immediately.
 2. The rental company is not liable for renter's expenses due to unforeseen breakdowns beyond the rental company's control.
 3. Maintenance expense reimbursement policy is available from the rental company.
 4. Renter is responsible for all damage or repair due to negligence or failure to provide maintenance while the renter is responsible for the motor home.
 5. In the event the moto home is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to the customer is limited to refund of daily rate or portion thereof. Radio, automatic step, air conditioning, refrigerator, microwave, appliances, cruise control, and generator malfunctions, are not considered breakdown and no refund are available for repair to these items.
 6. Renter agrees to obtain prior authorization from the rental company for all repairs/replacements to the motorhome, or the rental will be fully liable for all these expenses, and all damages that may result from improper repair or replacement.
 7. Any windshield or window damage will result in replacement of the windshield/window. This is for safety consideration. MBA Insurance does not cover this cost, unless associated with a collision or comprehensive incident.
 8. Renter acknowledge all tires are in proper order upon signing check out form. Flat or leaking tire replacement/repair is the sale cost of the sole cost of the renter, subject to item 6 above, and paragraph C, item 6.
 9. Damage below the bumper (top) line and above the windshield (top) line is the sole responsibility of the renter. The renter agrees to financial responsibility for the repair/replacement of all damaged items, per this addendum.

___ T. TOWING TRAILERS IS NOT ALLOWED

- Initial
- Some exceptions may be considered on a "per rental" basis.
If approved, the towing charge is \$49 per week, plus \$0.23 per mile traveled (as recorded on motorhome odometer). The renter must bring the trailer to be towed to Xscape RV Rentals location for on-site hook up and inspection. The renter must provide his/her own insurance binder.

___ U. LOSS OF USE

- Initial
- Due to any of the causes listed below is fully the responsibility of the renter and will be charged to the renter.
1. Return of the motorhome by the renter past or before the contracted return date and/or time.
 2. Repairs from damage to the motorhome that are the responsibility of the renter that cause the rental company to not have use of the motorhome.

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3. Any other action by the renter that renders the motorhome unavailable for use. The rate charged will be our normal daily peak rental rate (complete day) for the period of lost use. Each day of lost use equals 4 hours labor on the repair invoice/estimate. Renter authorizes the rental company to charge their credit card for these charges. Refer to paragraph C idem 2.

Mexico:

_____ **Sorry, but we do NOT allow travel into Mexico with any of our units.**
Initial

Special Events:

_____ **No Special events of any kind! Unless approved by Xscape RV Rentals**
Initial

NOTICE: These Costs and Policies automatically constitute a portion of any and all Rental Contracts entered by Xscape RV Rental and are binding on both parties. All other materials given the renter during the rental period are included as part of this contract. Signature warrants that renter accepts and understands all conditions herein.

Renter's Signature

**Xscape RV Rentals
Representative's Signature**

Date