



## Rental Agreement

This rental agreement ("Agreement") is made effective as of xx/xx/xxxx, by and between Overland RV LLC ("Company") and \_\_\_\_\_, with driver's license number and domicile at \_\_\_\_\_.

**VEHICLE:** Company, in consideration of the rental payments provided in this agreement, shall provide the recreational vehicle ("Vehicle") for use by the Renter.

**RENT:** Rental rates are disclosed in the booking assigned to you (Reservation number: . The dates, locations, add-ons, and details are in the booking assigned to you and in the email link to this rental agreement.

**DURATION:** The rental period shall be as per the dates listed in the "Client (Renter) Reservation information". Renter must return the Vehicle to our rental office or other location 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 closing hours, Renter remains responsible for the safety of, and any damage to, the Vehicle until we inspect it upon Company's next opening for business. Failure to return the vehicle will be considered California Code, Vehicle Code - VEH § 10855.

**CHARGES:** Renter agrees to pay Company based on the reservation requested amount for Reservation number: 1046), or the appropriate government authorities, on-demand for all charges due Company under this Agreement, including but not limited to:

1. A standard required Surcharge of \$150 (preparation fee).
2. Time and mileage for the period during which Renter keeps the Vehicle or a mileage charged based on our experience if the odometer or its seal is damaged, tampered with, or disconnected.
3. Charges for optional products or services Renter elects to purchase.

4. Fuel and/or Propane, if Renter returns the Vehicle with less fuel than when rented.
5. 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 we elect not to repair the Vehicle, plus an administrative expense incurred in processing the claim, all in accordance with California Civil Code § 1936.
6. Cleaning cost if the Vehicle is not returned in the same condition rented.
7. Dumping of the Black or Grey tanks.
8. Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Company elects to repossess the Vehicle under the terms of this Agreement.

**SECURITY DEPOSIT:** A security deposit will be held in the amount of \$2,000.00 dollars. The 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 personal check or authorized use of the credit card provided.

**LIABILITY INSURANCE:** Renter is responsible for all damage or loss you cause to others. Renter has to provide us with an insurance binder indicating that Renter has vehicle liability, collision, and comprehensive insurance covering Renter, Company, and Vehicle. Since Renter has auto liability insurance. Company provides no liability insurance.

**DEDUCTIBLE:** The company offers the option to purchase addendum insurance through our carrier. Terms and conditions apply based on the insurance carrier. This option comes with a \$2000 deductible per occurrence. In the case of a total loss, the customer is responsible for paying any difference not covered by the insurance to ensure market value reimbursement.

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

**RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE:** Renter is responsible for all damage to the Vehicle, missing equipment, and Company's administrative expenses connected with damage claim in accordance with California Civil Code § 1936, regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Vehicle and all damages due to vandalism that occurs in connection with a theft if Renter fails to exercise ordinary care while in possession of the Vehicle. Renter is responsible for damage due to vandalism not associated with the theft of the Vehicle up to a maximum of \$20,000. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Vehicle to us within 24 hours of occurrence.

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

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

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

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

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

**TOWING:** The Vehicle is not allowed to tow any other vehicle or trailer without the company's consent.

**CANCELLATION:** The deposit (5%) is non-refundable. After the full amount is paid or 2 days out (prior to your booking starting date), then the full rental amount is non-refundable in the case of a cancellation request.

**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. All drivers must

be covered by the Renter's insurance and will be bound by the terms and conditions of this rental agreement.

**OCCUPANTS:** Only the drivers and passengers listed on the Driver & Passenger List sheet are allowed to travel in the Vehicle.

**COLLECTIONS:** If you do not pay all amounts due to us under this Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle including, without limitation, payment for loss of or damage to the car, rental charges, parking, red light and traffic fines and penalties, toll charges, towing, storage and impoundment fees, we will take the following actions:

a) You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs, and attorney's fees in addition to any administrative fees, cost recovery, insufficient funds fees, and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in an effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Document, or in any customer profile, as the place to send any demands or collection notices.

b) In the event that you presented a credit card or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

We offer delivery with the following pick-up and drop-off times:

PICK UP times:

- Normal: Between 2 pm and 4 pm.
- Early delivery: Between 9 am and 10 am.

DROP OFF times:

- Normal: By 11 am.
- Late return: Up to 5 pm.

Any return after 5 pm is considered an additional day and will be withheld from the security deposit or charged to your credit card.

Additional miles:

- Cost: \$0.65 per mile.
- Cost for first 500 miles: \$0.45 per mile.
- Any additional miles will be charged at the return.

Cleaning fee:

- Cost: \$250 - \$450.
- If the RV is not returned in the same condition as rented, a cleaning fee will apply.

Incidental damages:

- Any damages inside or outside the RV will be withheld from the security deposit.
- Major damages that are covered by your insurance or the insurance you purchased from us might have a deductible per occurrence. Our insurance will ask for a \$2500 deductible per occurrence.

Missing/lost items:

- Missing or lost items from the inventory provided will be replaced at the market cost plus labor to replenish.

Waste tanks not emptied:

- Fee: \$85

Parking tickets, toll tickets, and any kind of tickets obtained under the rental agreement period:

- Cost: Ticket cost plus labor and processing fees.

Early Start (9-10 am):

- Fee: \$100

Late return up to 5 pm:

- Fee: \$100

Late return after 5 pm:

- Cost: The cost of an additional day or the actual return.

Late return without prior approval:

- Note: Late return without prior approval might result in a higher rate to accommodate the next customer in case the return causes a delay or trip loss to the next renter.

By completing this agreement, you understand and accept responsibility for any or all of the above "Potential additional charges."

Additional mileage - \$0.65/mile charged after the trip

Pre-paid 500 miles - \$200

Full Kitchen Kit - \$145

Organic Bedding Sets for each Bed & 6 Towels - \$160

Outdoor Table and Chairs - \$160

Child Safety Seat - \$110

Bike Rack - \$165

Diesel fuel - \$7 per gallon

Propane - \$6 per gallon (min 5 gals)

Cleaning fee - \$250 - \$450 Depending on how the RV is returned compared to departure

Pre-paid Cleaning fee - \$199

Generator Hours - \$3 per hour (\$100 unlimited if prepaid)

By completing this agreement, you understand and accept responsibility for any or all of the above "Potential additional charges."

Customer Name:-\_\_\_\_\_.

Customer Signature:-\_\_\_\_\_.

Date:-\_\_\_\_\_.