



SunShare RV LLP[©]

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Austin, Texas 78734
Voice: 512.331.0164 Fax: 512.692.2632
www.SunShareRV.com

Rental Contract Agreement

“No One Can Guarantee Success, Only Effort”
Unknown

Finalization of rental as requested in the Rental Booking Agreement requires understanding and signature of the following terms and conditions:

1. _____ I understand the vehicle remains the property of SunShare RV, (SSRV) and its client owner and failure to return it on the agreed date may constitute larceny-by-bailee subjecting me to the maximum penalties allowed by law. To avoid felony theft charges, when coaches are not returned by the agreed and stated time, SSRV must be notified at least once daily as to return status and location.
2. I warrant that I am a person of lawful and responsible age, and have in my possession an un-revoked license to operate automobiles issued by state or territory of the United States. Minimum age to rent is 25 years with no violations or records that would preclude my safe operation of such vehicle.
3. _____ I acknowledge I have had sufficient explanation of the operation use and maintenance of the vehicle(s), including the operation and safety precautions connected with the bottled gas, installations and appliances, and am thoroughly familiar with the overall operation and safety equipment including but not limited to seatbelt use and other components of the vehicle. Furthermore, I have carefully examined the vehicle and find it suitable for the purpose for which it is being rented. I find all accessory equipment and components in acceptable condition and agree that I will periodically examine and service the equipment including, but not limited to, tires and fluids as failure to monitor and document these checks can result in failures attributable to my neglect. I agree to maintain all in a safe, dependable, warrantable condition while in my custody; and if any defect is discovered after the acceptance of the unit, I will immediately obtain instructions from SSRV and understand that my continued use of the unit otherwise will be at my own risk and therefore I assume all responsibility and liabilities for injury and damage to myself, third persons, property and or equipment including lost/ unit down time (billed at daily rate plus tax) if I fail to act as directed or suggested by SSRV or its authorized agents.
4. _____ I agree not to: use, or permit the use, for an unlawful purpose; drive in a careless or negligent manner; and/or drive while under the influence of alcohol or narcotics. I understand there is to be no roof access and may be billed for cleaning or damages if found, and I understand my liability and fees are subjected to substantially increase under the above violations.
5. _____ I acknowledge my responsibility, as an insurer as well as bailee, and will hold SSRV harmless from any and all fines, forfeitures and penalties arising out any negligence or violation of law, citations, etc.; and also that SSRV shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunctioning of the RV or any appliances or equipment attached or included. I further agree to hold SSRV harmless should damages occur to any of my passengers or my associates' personal property while carried in or on, such vehicle including loss or damages caused by fire, water, theft, acts of God, natural occurrences, uninsured motorists, etc. I agree to indemnify and hold harmless SSRV and unit client owner from, and against any and all claims for the loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said equipment, authorized or unauthorized
6. _____ Regardless of the party at fault, other approved or unapproved, paid or unpaid drivers, I understand as the contracted renter and agree to be responsible for any and all damages/ abuse to the RV, any involved property, and related permanently or temporarily attached equipment or property resulting from misuse, collision or any other like accident(s) with any and all insured and uninsured motorists, and acts of God or nature for a term that expires only once all charges and incurred expenses are paid in full whether covered or not by my insurance, at fault party, or SSRV's.
7. _____ I shall immediately after any accident or related damage report the same to SSRV and/ or authorized agents and deliver forthwith upon return to SSRV, or to the insurer, every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding, received by myself or said driver in connection with any accident or occurrence involving vehicle(s) including a completed police and accident report within 24 hours of the occurrence. I understand I may be required to submit a urine and or blood test as a result of an accident. The driver/ I agree to refrain from aiding or abetting the assertion of any claim, and shall cooperate fully with SSRV and the insurer in the investigation and defense of any claim or suit. If I/ any authorized driver, fail to provide such active cooperation, I shall not be entitled to the liability insurance coverage provided by SSRV.
8. _____ I understand that I must gain prior approval from an authorized SSRV agent to tow anything. If I choose to tow any type trailer/ hitch attachment or vehicle without gaining prior approval, I may be charged a fee of \$500.00 for failure to gain consent.
9. _____ I understand- smoke damage, even suspect- from cigarettes, camp fire, baking, cooking, etc., I am personally responsible, liable and will cause, as I authorize my account to be immediately billed accordingly. I also understand I may be liable for any devaluation of the vehicle at future sale and for repair or replacement of any and all fabrics/ linens, wallpapers, etc., necessary to remove said smoke damage. I also understand and agree these costs can have real and or historically based values as nationally practiced in the RV industry.
10. _____ I understand and agree disaster relief emergencies (national or local) may supersede my rental use and in such situations I understand I am to release the unit(s) immediately upon demand for emergency retrieval and will provide exact coordinates for retrieval and leave keys where prescribed. I also understand and will comply with removing all my personal affects and clean the unit as required at my scheduled return time. I understand SSRV's liability is limited to the funds I have directly paid. I also understand SSRV will make reasonable expenditures as provided in this agreement and so that I may return to my point of origin safely. These buy out terms will be reasonable and allow for return to my point of departure.
11. _____ Any and all damage must be reported to SSRV or it's agents immediately upon occurrence or discovery. Glass breakage/ glass chips from rocks and other collisions are solely and completely my responsibility as the renter/ guest. Repair must be made promptly and On-The Road (OTR) in order to avoid further compromised visibility, safety, and additional expense. Failure to notify SSRV immediately of damages or failures may increase amounts due per contract including Out of Service Charges not to exceed daily rate plus tax. All guest related damages will include up to 25% SSRV service fees/ per invoice and may include any determined amount of loss of unit market value at sale due to my related/ caused damages.
12. _____ Damage deposit: I agree to verification for deposit of (3000,3500,5500). NOTE: Damage deposit will be forfeited to SSRV in the event SSRV suffers any loss, cost damage or claim during the term of the rental or if the renter has been found to have used the vehicle in any prohibited way outlined in this agreement. A day before departure, credit card or cash bond security/ reparations deposit shall be verified/ retained by SSRV as partial compensation for failing to return the vehicle in as good condition as on day of departure and for reimbursement of articles damaged, broken or missing. I understand my deposit will be returned or credited not less than ten (10) days after I return the unit(s) - allowing for the



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- through scrutiny of any hidden damage I or my associates, knowingly or unknowingly may have caused and or are responsible for. This includes everything from scratches and glass chipping/ breakage, and refueling, to internal and mechanical component(s) damage determined and traceable to any misuse. I understand and authorize security deposit to be collected for repairs/ damages, plus additional required funds if necessary- immediately upon notification, determination, or SSRV's determination upon return/ review of unit.
13. _____ In the event that the RV has a mechanical failure which prohibits the continued drivability of the RV, I understand that I must contact my SunShare Agent for further instructions. SSRV may choose to refund my expenses incurred to repair said RV as well as lodging (not to exceed \$50.00 a day) or transportation (not to exceed \$40.00 a day) expenses incurred during time of actual repair only, not including infrastructure delays. I realize and accept that if I do not contact my SunShare Agent for direction and authorization to repair the RV, that I am waiving my opportunity to receive any and all expense reimbursement(s). Mechanical failures of the refrigerator, A/C, or heating units including the water heater, generator, and other non-essential drivability systems do not constitute a breakdown of the RV. SSRV reserves the right to refuse refund to a renter that returns an RV in a damaged condition. All mechanical failures will be fully investigated prior to establishing if a refund is due and settling on a fair amount. All repaired parts must be returned to SSRV for verification of failure; without parts, refund(s) will be refused.
 14. _____ If the vehicle is stolen from my possession, I will immediately notify local authorities; notify SSRV and I assume the burden of firmly establishing its loss and to return the vehicle keys to SSRV.
 15. _____ I agree to return the vehicle SSRV's place of business, including all equipment, in the same condition as received, not including ordinary wear. Unless otherwise indicated on the face hereof, the return time is no later than 12 P.M. of the date due; thereafter I will be charged penalties as posted. Returning earlier than scheduled date will not result in credit or refund. I understand that all costs including late fees and costs associated with any future cancellations due to damages, failures, etc., resulting from my use or misuse, authorized or unauthorized, are directly billable to me via any applicable payment source provided by me to SSRV and I authorize all such charges, including all fuel costs at market plus \$3.00 per gallon.
 16. SSRV's ability to provide a vehicle, if reserved, is contingent upon and subject to the vehicle's return by the previous guest, weather, maintenance issues, booking commitments, acts of God and nature, logistic issues, accidents and other causes beyond SSRV's agents or any other person(s) or companies control.
 17. _____ It is expressly agreed that I am not the agent, servant, or employee of SSRV in any manner, whatsoever and can not re-rent, sublet, or authorize any other use other than is specifically and solely contracted to me. It is further agreed the laws of The State of Texas and where applicable Federal Law shall determine all rights and liabilities arising out of this contract.
 18. _____ I expressly agree to indemnify and hold SSRV, its agents, clients, and previous guests harmless of, from, and against any and all loss, costs, damages, attorneys fees and/or liability in connection with the enforcing of the forgoing contract by SSRV, including among other things, expenses incurred in collecting or attempting to collect delinquent fees, in the event suit is initiated by SSRV to recover possession of said equipment and/or to enforce any of the terms, conditions and/or provisions hereof, I agree to pay all costs and reasonable attorneys fees of SSRV incurred in connection therewith. Venue of any action hereunder is in the chosen state, country, and county of SSRV Corporate Offices.
 19. For the purpose of enforcing SSRV's ownership of said vehicle and/or equipment and to protect SSRV's rights under this contract, I agree that SSRV or its authorized agents may retake possession of said vehicle and/or equipment at any time and for such purpose to lawfully enter upon my premises, place of business, or other related locations. I hereby waive any right of action against SSRV by reason of such retaking or entry.
 20. The period of time covered by this rental agreement shall not exceed four (4) months as specified in Truth-In-Lending Act Section 181.
 21. I, (renter) agree that video, photographs, and audio may be recorded by SSRV or its agents to document physical conditions of the unit(s), conversations, or messages before and after my use of the unit(s). This is to protect SSRV, its agents, and client owners and me if questions about condition arise. I further agree any photo of me or my family and associates may be used for SSRV's purposes and marketing brochures, etc
 22. In no event shall SSRV, its affiliates or its' associates liabilities exceed the price or value of the services provided under this agreement which are identified or involved in any dispute.
 23. I acknowledge that I enter into this contract with full understanding of all terms and conditions. That this agreement contains the entire understanding between the parties hereto and no other representations or inducements, verbal or written, have been made which is not set forth herein.
 24. _____ Personal Guarantee: In consideration for receiving credit, services, and SSRV equipment use privileges from SSRV I/we do hereby agree to be personally and individually responsible for and do hereby personally guarantee the payment in full, of all amounts due SSRV arising from the sale, services, by SSRV to the below named person(s). I/we further agree that SSRV may add finance charges in the amount of 1 ½% per month or 18% per annum interest (the maximum allowed by law), to any invoices not paid within stated and understood terms and that in the event that I/ we so named, do fail to pay balance due in full, including damages, SSRV service charges (not to exceed 25% of invoice total(s)) and or fees, that reasonable collection charges and/ or attorneys fees will be charged and I/ we do agree to pay the same.
 25. _____ I understand any falsification of documents, dishonest willful acts of avoidance/ omitting of pertinent facts on intended use and utilization of SSRV equipment, malfeasance, outside US travel, or other willful acts of concealment- upon discovery, I agree will cause substantial and immediate punitive damages to be billed at 200% of my gross rental receipts plus damages and/ or restorative charges.
 26. _____ Arbitration: All actions, disputes, claims or other controversies of any kind or nature (whether in contract or in tort, statutory or common law, legal or equitable) now existing or hereafter arising between SSRV LLP, any Franchisee, and client and in any way arising out of, pertaining to or in connection with this Agreement shall be subject to binding arbitration as follows:
 - Either party may deliver to the other party a written notice of the Dispute including the specific facts of the Dispute (“Dispute Notice”).
 - If any party delivers a Dispute Notice, the parties shall meet or communicate at least twice within the thirty (30) day period commencing with the date of the Dispute Notice and shall negotiate in good faith in an attempt to resolve the Dispute.
 - If any Dispute is not, for any reason, resolved within the foregoing referenced thirty (30) day period, then the Dispute will be resolved by binding arbitration under the following procedures: (a) any party may specify, in a written notice to the other party or parties (“Arbitration Notice”) that such party desires to arbitrate the Dispute; (b) within ten (10) business days after the delivery of the Arbitration Notice, the parties shall jointly request in writing that



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the presiding judge of the Travis County District Courts in Travis County, Texas, appoint a single arbitrator; (c) if the appointed arbitrator is not available, or becomes unavailable to arbitrate the Dispute, then a substitute arbitrator shall be appointed in like manner; (d) the Dispute shall be resolved by binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association and, to the maximum extent applicable, the Federal Arbitration Act (Title 9 of the United States Code); (e) unless the parties agree otherwise in writing, the arbitrator's decision shall become binding on the parties from the date of such decision; and (f) if any party desires to confirm a decision of the arbitrator by order of the Travis County District Courts in Travis County, Texas, the parties irrevocably and unconditionally submit to the jurisdiction of such courts for any and all proceedings relating to such confirmation and agree that the judgment of such courts shall not be subject to appeal. Parties shall be obligated to comply with all of the obligations under this Agreement pending and during any such arbitration proceedings.

- To the maximum extent practicable, each arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the filing of the Arbitration Notice for such arbitration proceeding.
- All arbitration proceedings hereunder shall be conducted in Austin, Travis County, Texas.
- The prevailing party in any Dispute shall be entitled to recover from the non-prevailing party or parties the full amount of all

attorneys' fees and expenses reasonably incurred by the prevailing party in connection with such Dispute. To the extent permitted by applicable law, the arbitrator shall have the power to award the recovery of all costs and fees (including attorneys' fees, administrative fees, and arbitrators' fees) to the prevailing party.

- Each party agrees to keep all Disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of Owner and Operator or by applicable law or regulation.
 - The provisions of this shall survive any termination, amendment or expiration of this Agreement, unless SSRV and client otherwise expressly agree in writing.
27. I AM REQUIRED TO NOTIFY MY INSURANCE AGENT OF MY INTENTION TO RENT AND OPERATE THE HEREIN DESCRIBED PROPERTY. I AM TO BE ADVISED IF MY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERS MY RISK AND, IF NOT, MY POLICY SHOULD BE ENDORSED, INCREASED, AND AMENDED ACCORDINGLY. INSURANCE COVERAGE IS ABSOLUTELY VOID IN MEXICO. RENTER IS MANDATED TO OBTAIN SSRV'S WRITTEN AUTHORIZATION AND PURCHASE SPECIAL INSURANCE BEFORE ENTERING MEXICO. LACK OF PROPER OR ANY COVERAGE DOES NOT NEGATE MY PERSONAL AND FISCAL RESPONSIBILITY FOR THE CONDITION OF ANY UNIT OR ARTICLES PROVIDED TO ME BY SSRV OR ITS AGENTS.

This equipment has been rented to me for my beneficial use. I am fully responsible for its care and condition while checked out and upon return.

Printed Name

Signature

Date