

**OUTDOORSY MOTORHOME RENTAL CONTRACT**  
**for**  
**2005 Winnebago Adventurer 35A – “June Bug”**

This is an agreement by and between:

|                        |  |
|------------------------|--|
| Primary Driver's Name: |  |
| DOB:                   |  |
| License Number:        |  |

|                       |  |
|-----------------------|--|
| Second Driver's Name: |  |
| DOB:                  |  |
| License Number:       |  |

|                      |  |
|----------------------|--|
| Third Driver's Name: |  |
| DOB:                 |  |
| License Number:      |  |

Hereafter referred to individually and collectively as “Renter” and;

James R. Witmer, II and Erin C. Witmer of 575 Bridge Road, Unit 10-1, Northampton, MA 01062, hereafter referred to individually and collectively as “Owner”.

These terms and conditions are expressly made part of the rental agreement (the "Agreement") by and between the person(s) listed above ("Renter") and RV Rental Owner ("Owner").

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 Owner, it has also released and/or indemnified the officers, employees, and agents of Owner.

## **I. Security Deposit & Authorization**

- A. 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. The amount of the security deposit is stated in your booking confirmation. 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 Renter agrees to pay all charges in excess, either by cash, personal check or authorized use of the credit card provided.
- B. Minimum requirements for return of the security deposit include: unit is cleaned to a condition as good or better than when received, gas tanks are full, holding tanks are properly emptied, no damage was done to the vehicle (incl. interior damage) and all mileage overages, tolls, will be the responsibility of the renter. At the time of rental, a charge 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 charge for such purposes without reservation.
- C. The security deposit may also be used to compensate for variable charges such as mileage, generator or as agreed between Renter and Owner.
- D. Owner has up 48 hours from the return of the unit to inspect the unit for damages and notify Outdoorsy at [claims@outdoorsy.com](mailto:claims@outdoorsy.com), as well as contact the customer via email or dashboard message. The security deposit will be returned automatically within 7 days if there are no damages to the rented unit or overage charges due.

## **II. Drivers**

- A. 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 Outdoorsy's DMV verification check or have provided a third-party insurance binder to prove insurance coverage during the rental. Renter acknowledges that the qualifications of any driver of the rental are solely at the discretion and risk of the Renter, and Owner has not evaluated the skill and expertise of any such driver.
- B. Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The RV 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.
- C. Renter acknowledges the vehicle height and width and length clearance for their rental is:
  - a. Height: 12' 2"
  - b. Width: 8' 6"
  - c. Length: 35' 11"
- D. Spotters are recommended to assist the driver in backing the rental.
- E. Renter acknowledges that Owner 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 they are solely responsible for 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.

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

- A. Renter is responsible for all damage to the rental, missing equipment, and Owner's administrative expenses connected with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter.
  - a. In the event of any loss or damage to the RV, or any personal property or bodily injury claim, that occurs during the rental period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or God, the renter is held responsible, and is required to pay the deductible of \$1,500 or \$3,000 (depending on unit type).
  - b. In the event a renter has violated Outdoorsy's Terms of Service, the renter will be held responsible for the full amount of the claim including the insurance deductible. When accepting the rental, Renter and an authorized representative of Owner will complete a RV

Departure Form of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of same.

- B. Upon return of the rental, Renters and Owner must complete and sign the RV Return Form upon the reservation completion. If this form is not completed and signed by both the Owner and Renter any insurance claim may be denied.
  - a. To the extent that the security deposit is insufficient to cover the costs incurred by Renter, Renter will make immediate payment to Owner upon demand.
  - b. All defects and/or damage to the rental noted in the Owner return inspection which are not noted on the RV Departure Form completed by Renter and Owner when accepting the rental shall be the sole responsibility of Renter and Renter shall reimburse Owner for the cost of the repair.
- C. Renter must report all incidents of theft or vandalism to the police as soon as Renter discovers them and provide a copy of the police report to Owner.
  - a. In the event of vandalism or if damage occurred as a result of vandalism, no insurance claim can be processed without a police report.
- D. Renter must report all accidents involving the rental to the Owner within 24 hours of occurrence and provide a copy of the accident report to the Owner.
- E. Owner must report all accidents involving the rental to Claims at [claims@outdoorsy.com](mailto:claims@outdoorsy.com) within 48 hours of being notified including any supporting documentation such as photos, video, police report or statements.
- F. Owner is not responsible for personal property left in the rental.
- G. Upon return, Gray and Black Water holding tanks will be emptied and both the interior and exterior shall be clean.
- H. The rental must be returned directly to the Owner or their authorized agent. Otherwise, the Renter shall remain responsible for any damage or theft of the rental occurring prior to Owner's acceptance of return of the rental.

#### IV. Rental

- A. The rental period is from:
  - a. Pickup: \_\_\_\_\_ to;
  - b. Dropoff: \_\_\_\_\_
  - c. \_\_\_\_/\_\_\_\_ days/nights
- B. The cost of this rental is:
  - a. Base Rent: \$ \_\_\_\_\_
  - b. Taxes: \$ \_\_\_\_\_
  - c. Other: \$ \_\_\_\_\_
  - d. Other: \$ \_\_\_\_\_
  - e. Other: \$ \_\_\_\_\_
  - f. TOTAL: \$ \_\_\_\_\_
  - g. Security Deposit: \$ \_\_\_\_\_

- C. Other charges may be assessed at the time of return, including, but not limited to:
  - a. Tolls;
    - i. The unit is equipped with an EZPass that Renters are free to use for tolls, but will be reimbursed to Owner upon return.
  - b. Excess mileage;
  - c. Excess generator usage,

## **V. Permitted Use of the Rental**

- A. 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 and used for off-road purposes. If Owner provides a driver for the rental, Renter remains responsible for all damage to the rental, missing equipment, and Owner's administrative expenses connected with damage regardless of whether or not Renter or the driver is at fault.
  - a. This provision does not include RV parks and campgrounds.
- B. Under no circumstance shall:
  - a. The rental be driven outside the United States and Canada.
  - b. Any pets or other animals be allowed in the rental without express permission.
  - c. Anyone be allowed on the roof of the rental.
  - d. Anyone occupy any towed rental while it is in motion.

## **VI. Insurance & Costs**

- A. The Renter is responsible for all damage or losses caused to themselves, their property, the RV Rental and third parties regardless of fault. The Renter must be approved for Insurance for the RV Rental through Outdoorsy or the Renter has provided the Owner with an insurance binder indicating that the Renter has motor vehicle liability, collision and comprehensive insurance covering the Renter, the Owner, third parties for the vehicle you are driving and/or towing.
- B. 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.
- C. Maintenance and Breakdown
  - a. Owner is responsible for checking all fluid levels, including oil and coolant levels, checking air tire pressure, lug nuts and wheels within 90 days prior to rental departure. Should a breakdown occur due to lack of maintenance. Owner acknowledges their claim may be denied. Renter must immediately notify Owner for repair authorization and follow instructions provided.
- D. Hauling and Delivery
  - a. Renter liability for damages relating to the delivered rental begins when the Renter takes possession of the keys. and ends when the rental is returned to the Owner or their designated agent. Any damage that occurs during the delivery or return of vehicle is the responsibility of the Owner up to the deductible. All delivery drivers of insured vehicles must be approved via the Outdoorsy driver check or provide additional proof of insurance coverage through a third party.

## **VII. Right of Possession**

- A. Owner shall always have a superior right of possession of the rental over Renter. In the event that Owner's officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, Owner 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 Owner recovers a 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.

## **VIII. Additional Conditions**

- A. The Renter is responsible for all damage or losses caused to themselves, their property, the RV Rental and third parties regardless of fault. The Renter must be approved for Insurance for the RV Rental through Outdoorsy or the Renter has provided the Owner with an insurance binder indicating that the Renter has motor vehicle liability, collision and comprehensive insurance covering the Renter, the Owner, third parties for the vehicle you are driving and/or towing.
- B. This Agreement does not create any type of partnership between Renter and Owner or rental owner.

- C. This Agreement may not be cancelled or modified except in writing signed by all parties.
- D. This Agreement is not assignable by Renter
- E. 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 Owner's operation or residence. This Agreement shall be construed in accordance with the laws of the state of Owner's operation or residence. Renter agrees that in the event Owner 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.
- F. The unit you are picking up is clean on the interior and exterior and in roadworthy condition.
- G. The unit is equipped with a GPS sensor, disconnecting or tampering with this device is strictly forbidden.
  - a. This device can register mechanical faults, warnings, trouble alerts, as well as excessive speed, excessive or heavy braking as well as high G forces on the unit.
  - b. Renter may be advised by Owner in the event of an alert Owner deems the Renter should be made aware of;
  - c. Renter may be advised in the event of hard braking or high G forces.

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

- A. Renter accepts rental "as is" with all faults and without reservation. owner does not warrant and expressly disclaims any and all warranties on the rental including, but not limited to, the rental or tire condition, suitability, or fitness of the rental or tires for any particular purpose.
- B. Owner shall not be liable for any direct, indirect, incidental, special, reliance, punitive or consequential damages or from any lost or imputed profits or revenues or costs arising from or related to the rental regardless of the legal theory under which liability is asserted and regardless of whether owner has been advised of the possibility of any such liability, loss or damage. your exclusive remedy for any and all claims of damage related to use of the rental shall be limited to the total rent paid or payable by you to owner under this agreement.
- C. Renter further hereby agrees to indemnify, save, and forever hold harmless 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 and agrees, in such event, to provide a defense therefore as chosen and directed by owner and to pay any expenses in the defense of any such claim or lawsuit this agreement includes, but is not limited to, claims of negligence or gross negligence on the part of owner and/or the rental owner.
- D. Renter understands and agrees that as part of the consideration of owner renting the vehicle to renter, renter does hereby assign to owner any cause of action judgment or settlement as the renter may have against any person, firm or corporation, including but not limited to owner to secure satisfaction and discharge of any judgment over and against owner for actual, consequential and/or punitive damages, and/or claims for indemnity and/or contribution, statutory, contractual or otherwise.
- E. Renters will hold Owner harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness.
- F. Renter further agrees to indemnify and hold harmless the Owner from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use and operation of the RV Rental.
- G. Unless prohibited by law, the Renter releases the Owner and Outdoorsy from any liability for consequential, special or punitive damages in connection with the RV Rental. Renter shall hold harmless, other client owners, Owner, Outdoorsy and its authorized agents and employees from and against any and all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from the RV Rental during the Renters possession extending to such time RV Rental is completed and cleared by Owner, including without limitations, latent and other defects whether or not discoverable by Renter or Owner.

- H. This indemnity shall continue in effect at all times despite the return of the rental before or after expiration of the contract terms whether by formal request from Owner or otherwise. It is agreed and understood that Owner may control the defense of any such claim.

## **X. Return Policy**

- A. The Renter is responsible for all damage or losses caused to themselves, their property, the RV Rental and third parties regardless of fault. The Renter must be approved for Insurance for the RV Rental through Outdoorsy or the Renter has provided the Owner with an insurance binder indicating that the Renter has motor vehicle liability, collision and comprehensive insurance covering the Renter, the Owner, third parties for the vehicle you are driving and/or towing.
- B. Rental units must be returned as scheduled.
- C. The rental must be returned in the same condition as it was at the time of pickup:
  - a. Clean on the interior and exterior and in full working order,
  - b. Waste tanks empty;
  - c. Fresh water tank full;
  - d. Gasoline and propane at level it was picked up at
- D. Any variable charges may be assessed and charged against the security deposit.
  - a. ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DAMAGE DEPOSIT.
- E. No smoking is allowed in rental units unless otherwise stated in your booking. Smoke odors in the returned rental units will result in additional cleaning fees of \$200;
- F. Any damage to the interior including items such as appliances, cabinet, floors, bathroom cleaning/repairs may be assessed a repair or replacement charge.
- G. Pets are allowed in the rental unit, Renter has agreed to an extra \$500 security deposit and a \$200 Pet Cleaning fee at the close of the rental.
- H. The ladder is not for recreational or casual usage. It may be used to clear debris or investigate a problem or leak but is otherwise restricted in its use.
- I. Rental units may not be taken into Mexico
- J. Renter is responsible for all applicable taxes.
- K. All rental fees must be paid prior to check-out including deposits.
- L. Citations and tolls will be charged to Renter at the date of discovery by Owner.

## **XI. Repairs and Roadside Assistance**

- A. In the unlikely event of a break down or mechanical issues, repairs under \$200.00 should be completed and paid for by the renter. Repairs over \$200.00 must have prior authorization from Owner. Please save and submit all receipts for repairs when the rental unit is returned, reimbursement depends on type of repair and cause.
- B. Renter may apply and pre-pay for roadside assistance through Outdoorsy, if the Renter has purchased roadside assistance this will be provided per the terms and restrictions stated by the provider. Some rental units are equipped with awnings for shade. Awning usage may be restricted by the Owner. If damage to the awning occurs during the rental this damage is not covered by the Outdoorsy Comprehensive and Collision policy and the Renter will be wholly responsible for the full cost of repair in in addition to any insurance deductible if applicable.
- C. Renter agrees not to drive in a careless or negligent manner while towing or driving the RV Rental, 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 approved as drivers.
- D. Renter further agrees not to use or permit use of the rental for unlawful purposes.

E. Renters will hold Owner harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness.

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 charge in your name for all rental charges due under this Agreement.

Signature acknowledges that Renter has read and agrees to the above policies, terms and conditions

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

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RENTER SIGNATURE:

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DATE:

Signature acknowledges that Owner has read and agrees to the above policies, terms and conditions

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OWNER SIGNATURE:

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DATE: