

TRAVEL TRAILER RENTAL AGREEMENT:

This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the ____ day of _____, 20__ between Jason Reeves. (the "Owner") and _____ (the "Renter") for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. **Rented Property.** Owner hereby rents to Renter 2021 Keystone Outback 329 RL. Renter hereby rents from Owner that certain travel trailer, more specifically described on Exhibit "A" attached hereto and incorporated herein, to have and to hold, subject to the terms and conditions herein, for the Rent Term (as hereinafter defined).

2. **Trailer Location.** The Trailer shall be delivered and placed at the following location:

(the "Trailer Site") during the Rent Term (as hereinafter defined). Renter acknowledges that Owner is not responsible for any costs or fees associated in occupying the Trailer Site. Renter shall not hold Owner responsible for electrical insufficiencies at the Trailer Site/ location. Renter acknowledges that this unit requires either a 50 amp or 30 amp/110v RV receptacles for power, a sewer inlet connection for bathroom use and a potable fresh water supply connection. Owner will supply a surge protector rated up to 50 amps.

3. **Rent Term.** The Rent Term shall begin on the ____ day of _____, 20__ and expire on the ____ day of _____, 20__ at __: __ AM/PM. Notwithstanding anything herein to the contrary, Owner may repossess the Trailer at Renter's expense without notice to Renter if the Trailer is used in violation of law or this Agreement.

4. **Occupants.** Renter agrees and warrants that the following persons (the "Occupants") will be the only persons, with the exception of the Owner and agents thereof, who will occupy the Trailer: Renter agrees to occupy the unit the entire rental term dates. If renter must depart sooner than departure date. Renter must notify the owner. Therefore, will not allow someone to rent for another tenant. There has to be an adult 25 years or older to make sure this rental agreement will be followed.

5. Rent, Deposits, and Fees

- a. **Reservation Deposit.** Reservation Deposit will be collected through 3rd party such as RV Share, Outdoorsy, or Rvers. If booked independently directly with owner, the renter will be required to pay a \$150.00 reservation deposit of \$150.00. (the “Reservation Deposit”) shall be paid to the Owner upon booking the Trailer as a fee to hold the Trailer for the Renter for the Rent Term. The Reservation Deposit shall be applied to the Base Rent (as hereinafter defined) when the Trailer is delivered and the Rent Term begins. The Reservation Deposit shall be considered earned and payable to Owner upon booking unless otherwise indicated herein.
- b. **Security Deposit.** Security Deposit will be managed through 3rd party host site. If booked independently directly with owner. The renter shall mail a separate check for \$250.00, to owner’s address, and will be held until owner inspects rental for damages or items removed from unit. Owner can accept paypal, Zelle, or Venmo for security deposit. If damages or items removed from unit exceed \$250.00. Renter is responsible for these charges.
- c. **Base Rent.** Upon the delivery of the Travel Trailer to the Trailer Site, Renter shall pay to the Order of Owner the base rent of \$_____ per calendar day during the Lease Term (the “Base Rent”). The Base Rent shall be payable in full prior to the beginning of the Rent Term.
- d. **Tax.** Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this Agreement.
- e. **Delivery Fee.** The first 1 mile between 944 Andover View Ln, Knoxville, TN and the trailer site cost \$75.00. Each mile after 1 mile cost \$4.00 per mile. However, if owner delivers and the camper doesn’t fit, or there is a problem with renter’s reservation. If owner is asked to relocate campground or campsites after delivery and set up. The renter will pay an additional \$50.00 plus \$4.00 per mile. No charge for relocating within the same campground unless I must reconnect after setup same day and delivery. If renter, ask to relocate after delivery and I have to come back to site. There will be a \$150.00 site relocation fee.
- f. **Sewage Fee.** If the Trailer Site does not have appropriate sewage hookups or a dump station, then a waste and sewage cleaning in the amount of \$35.00 shall be payable upon delivery of the Trailer to the Trailer Site.
- g. **Cleaning Fee.** If, in the sole discretion of Owner, the cleanliness of the Trailer is not

substantially similar to the level of cleanliness of the Trailer when delivered to the Trailer Site, an additional cleaning fee of \$50 per hour will be charged to Renter.

6. **Inspection.** Renter represents that it has fully inspected the Trailer and acknowledges that the Trailer was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Trailer in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location and function of all safety items in the Trailer. The renter is responsible for taking pre-check in pictures.

7. **Rules and Regulations.** In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations listed in this Section 7 to be followed by all persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of Owner, cause early termination of the Rent Term and Renter's use of the Trailer and forfeiture of all rents and deposits. The Rules and Regulations are as follows:
 - a. Renter is responsible for verifying with campsite host that 3rd party RV rentals are allowed before reserving.

 - b. There shall be no smoking or vaping inside of the Trailer. Evidence of smoking will result in a \$350.00 charge.

 - c. Pets are not allowed in the Trailer unless the Owner provides express written consent of such and renter pays \$35.00 per pet fee for each approved pet. Owner has the right to decline any breed of pet. Any evidence of unauthorized pets will result in a \$350.00 charge.

 - d. The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended. Renter is responsible for any damages.

 - e. At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off limits.

 - f. Occupants, and all persons in the Trailer, shall obey all of the laws of the state of Tennessee or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer or Trailer Site.

 - g. At the end of the Rent Term, the Trailer and the contents thereof shall be in the same

condition found as the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the Trailer. The refrigerator and freezer must be emptied of all items.

- h. The Trailer furnishings are not to be removed from the Trailer nor relocated outside.

8. Refunds and Cancellations.

- a. All cancellations must be submitted in writing via email to jandsreeves1@comcast.net or through the 3rd party's vendor website. If Owner receives notice of cancellation 10 days or more before the beginning of the Rent Term, the Reservation Deposit will be refunded in full. If Owner receives notice of cancellation 9-6 days before the beginning of the Rent Term, 50% of the Reservation Deposit will be refunded. 5 days or less, there will be no refund of Reservation Deposit, only credit toward a future reservation.
- b. Refunds of monies paid to owner, or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions.
- c. In the event of a tornado or wildfire, refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with jurisdiction over the Trailer Site. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rata basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rata amount for such days of the total rental amount.. In the event that Owner ends the Rent Term early, Renter shall be reimbursed the Base Rent on a pro rata basis based upon the days Rent was unable to occupy the Trailer due to Owner's early termination of the Rent Term. Owner shall be not responsible for Renter's accommodations after the termination of the Rent Term or after any mandatory evacuations described herein.
- d. If for some unforeseen reason, the Trailer is undeliverable and a substitute is not available, the Reservation Deposit shall be returned in full. Renter agrees that Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.

- 9. **Lost and Found.** Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers it left any item at the Trailer, and Owner will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

- 10. **Warranties.** Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED

WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND THE TRAILER SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

11. **Owner Liability** Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Trailer. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.

12. **Responsibility for Damage or Loss.** Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owner elects not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

13. **HOLD HARMLESS, WAIVER, AND RELEASE.** THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE GULF SHORES TRAVEL TRAILER RENTALS L.L.C. AND EACH OF THEIR OWNERS, MANAGERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER.

FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS

OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT.

THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

14. **Insurance.** Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.

15. **Miscellaneous Provisions**

- a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- b. This Agreement may be executed in several counterparts, each of which shall be an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.
- d. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- e. The undersigned further agree that the section and paragraph headings in this Agreement are for convenience and reference only and shall not be deemed to alter or affect the provision thereof.

- f. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owner or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.

- g. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Owner and Renter have hereunto executed this Agreement as of the day and year first above written.

“RENTER”

 Print Name: _____
 Address: _____
 City _____, State _____
 Zip Code: _____
 Phone #: _____
 Email Address: _____

“OWNER.”

Jason Reeves
 944 Andover View Lane
 Knoxville, TN 37922

 By: Jason Reeves
 Its: Owner