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Camper/Travel Trailer Rental Agreement

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Henry and Leah Jordan. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced multiplied by the daily rental rate.
2. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.
3. **Campground Reservations.** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors.
4. **Check In.** Delivery times are scheduled and agreed upon at the time of booking.
5. **Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, we will provide you with an orientation to show you the safe and proper use of the Trailer and its features. Additionally, the orientation will provide a summary of prohibited uses of the Trailer. The Trailer will include an instruction booklet which will explain the operation of the Trailer and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early

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departures. The Trailer must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and countertops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to you. If incorrect delivery information is submitted through the reservation request form that results in Henry and Leah Jordan delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.

6. **Valid Identification.** An acceptable, valid driver's license or other official form of identification issued from your state of residence must be presented at the time of rental. The identification must be valid for the entire rental period.
7. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action:
 - a. the unauthorized towing, moving or other prohibited use of the Trailer
 - b. accessing or walking on the roof of the Trailer
 - c. not complying with all campground rules and regulations, or State or federal laws
8. **Personal Property.** 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 was left or carried in or on the Trailer, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
9. **Personal Injury.** You release us from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, pets, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.
10. **Smoking/Vaping.** There is NO Smoking or Vaping allowed in the Trailer. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.
11. **Pet Policy.** At no time are pets allowed to be left unattended inside the Trailer. Any damage caused from a pet will be deducted from the security deposit plus any additional charges incurred in cleaning and/or repair.
12. **Limited Supplies.** It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period.
13. **Generator (Optional).** The generator supplies 110 volt power to the outlets in the Trailer. The generator also supplies power to the Trailer's microwave oven and roof air conditioner. The generator can be used to recharge the Trailer's 12 volt batteries. The Trailer's generator is full (approximately two (2) gallons) when rented to you. It is your responsibility to refuel the generator if necessary.
14. **RV Sewage Tote (Optional).** The RV sewage tote is to empty the gray water tank when a full hookup is not available. The wastewater may then be taken to the nearest dump station for disposal. For GRAY WATER ONLY. If the tank is

used for black water, left full, or left unsanitary a minimum fee of \$50 will be deducted from the security deposit.

15. **Appliances.** The A/C, generator, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you.
 - a. **A/C.** The air conditioning will keep the temperature inside the trailer 15-20 degrees below the outside temperature. RV air conditioning is louder than residential.
 - b. **Stove/Oven.** Before use, during use, and while cooling down, ensure that the range cover is in the up position. The range cover is NOT a cutting board. To use the oven you must manually light the pilot light in the oven. To use the exhaust fan, you must open the outside vent. The stove and oven will create heat and work against the air conditioning.
 - c. **Refrigerator/freezer.** Ice cream will not remain frozen in a RV freezer.
16. **Renter Damage.** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at 770-468-0478. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair.
17. **Awning.** You are responsible for any damages that occur to the electric awning during your rental period. Use at your own risk. Do Not leave the awning extended if unattended or during inclement weather. Wind can easily damage the awning resulting in significant repair costs. In the event that you choose not to use the awning, a 10' x 10' popup canopy is provided for your use.
18. **Plumbing.** Please read the following precautions.
 - a. Do not flush anything other than human waste and RV toilet paper in the toilet. No feminine products, household toilet paper, paper towels, baby wipes, condoms, etc.
 - b. Do not pour grease down the drains.
 - c. The Trailer's hot water can get extremely hot. (Refer to paragraph 9, personal injury).
 - d. A RV water pressure regulator (provided) must be used at all times.
 - e. RV water pressure will seem low compared to residential water pressure.
 - f. Any repairs costs due to clogs or damaged plumbing as a result of misuse will be the responsibility of the renter.
19. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement. If you wish to extend the rental period, you must contact us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.
20. **Waiver.** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies

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against another party, unless such waiver is in writing and signed by the party to be charged.

21. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
22. **Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
23. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.
25. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

Renter (print name):

Address:

Cell Number:

Signature acknowledges that the renter has read and agrees to the above Terms and Conditions:

Date:



Signature:

Date:

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