

## TRAILER RENTAL AGREEMENT

Dated: \_\_\_\_\_

**LESSOR:** GERALD & CARI ALLISON

**LESSEE:** \_\_\_\_\_

7057 Wingate Circle

\_\_\_\_\_

West Bend, WI 53090

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### **EQUIPMENT/ TRAILER DESCRIPTION** ( herein the "Trailer" )

CATALINA LEGACY EDITION 303QBCK VIN # 5zt2cavb6mx021883

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### **RENTAL RATE AND PERIOD**

LESSEE agrees to rent the Trailer listed above, subject to the terms and conditions set forth herein for the term of \_\_\_\_\_ ( herein the "Rental Term" ).

RENTAL RATE per \_\_\_\_\_ \$ \_\_\_\_\_

SALES TAX : \$ \_\_\_\_\_

TOTAL : \$ \_\_\_\_\_

For purposes of calculating the period during which LESSEE is entitled to use the Trailer and the amount of rent, the rental term commences and ends on the dates set forth above. No credit will be given for early return of the Trailer. If Trailer is held beyond the period set forth above a late fee will be charged of \$ 300.00/day for each additional day. Trailer must be returned by 3:00 pm on final day of the lease period. Failure to return the Trailer by 3:00 pm on final day will result in an additional late fee charged of \$ 139. At the end of the lease period Trailer will be returned in good condition, cleaned as per this agreement specifies, to the LESSOR at the address set forth above in West Bend, Wisconsin.

**SECURITY DEPOSIT:** A \$ 500.00 refundable security deposit is required upon signing. In addition LESSEE is required to provide credit card information for any damages or excess charges.

**USE:** Trailer will only be used by LESSEE, and will not be taken beyond 100 miles of the Lessor's address set forth above. LESSEE must show receipt to confirm destination of trailer during use.

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### **RENTAL TERMS AND CONDITIONS**

**INSURANCE.** LIABILITY AND DAMAGE INSURANCE IS NOT PROVIDED BY LESSOR AND MUST BE PROVIDED BY LESSEE. LESSEE must provide an acceptable certificate of insurance either of RVShare, or of their own private insurance policy that meets or exceeds coverage of RVShare.

**RVSHARE.** Lease/use of the Trailer through RVShare website is implied acceptance of the terms set forth in this agreement by the LESSEE, and are incorporated by reference.

**CONDITION.** Prior to LESSEE taking possession of the Trailer, there will be a mutual walk through and around to inspect and note any damage or conditions. Upon return of Trailer there will be a walk through and around to inspect for and note any damage that occurred during the possession of the Trailer by the LESSEE. Trailer must be returned in clean and broom swept condition, with black and grey tanks drained. All garbage and trash must be removed by LESSEE. Any failure to return in broom swept condition with tanks drained will result in a \$ 250.00 cleaning and drainage fee.

The Trailer is a pet free and smoke free unit, and LESSEE agrees to neither smoke in the unit, nor have pets in the unit. Failure to follow this rule will result in a cleaning charge of \$ 500.00. LESSEE agrees to only use RV safe toilet paper during the term of use.

Camper awning must not be used in any weather conditions exceeding a gentle breeze. Any damage to the awning will result in the appropriate fee for replacing the awning.

**EQUIPMENT SAFETY.** LESSEE is responsible to ensure that their vehicle is capable of safely towing the Trailer within their vehicle towing specifications, as well as having proper trailer hook-ups and electric braking system. Failure to have proper hook-ups at the time LESSEE picks up the Trailer shall result in cancellation of this agreement by LESSOR terminating LESSOR'S obligations hereunder.

LESSOR will provide a weight distribution hitch and sway bars for towing the Trailer. There will be a \$ 700.00 damage charge for any damage to the hitch or the failure to return the hitch.

**DAMAGE/ INDEMNIFICATION .** LESSEE is responsible for any and all damage to the Trailer or its components during the lease period.

LESSEE HEREBY RELEASES AND AGREES TO INDEMNIFY LESSORS FROM ANY AND ALL LIABILITY, DAMAGES OR CLAIMS ARISING FROM THE LESSEE'S USE AND POSSESSION OF THE TRAILER, INCLUDING WITHOUT LIMITATION FINES, FEES, PENALTY OR COSTS INCLUDING ATTORNEYS FEES.

**REMEDIES.** In the event of a breach of this agreement by LESSEE, LESSEE hereby waives to the extent allowed by applicable law any and all right to notice or other judicial hearing prior to the Replevin or Repossession of the Trailer by LESSOR.

**GOVERNING LAW/ VENUE.** This agreement is governed by the laws of the State of Wisconsin, and the venue for any dispute or replevin action will be the Washington County.

LESSOR:

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LESSEE:

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