

Pietras RV Rental Agreement

This agreement constitutes a contract between the person(s) named on the contract and Tony and Michelle Pietras

RENTER NAME:

RENTER ADDRESS (Include City, State, Zip): _____

_____.

RENTER HOME PHONE: _____.

RESERVED DATES: _____ . RETURNED DATES: _____.

NUMBER OF ADULTS: _____ . NUMBER OF CHILDREN: _____.

1. **RV SLEEPING CAPACITY:** 5th wheel bunk house 9 people.

You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the Rental, and unless prior written approval has been granted by Advanced RV Rental, you agree to abide by such limitations. Above Renter is at least 25 years of age and will be an occupant of the unit during the entire reserved period.

2. **PICKING UP YOUR RENTAL:** Rental will need at least 45 minutes to check -out on the first day of the reservation. This allows a full orientation of all aspects of the unit you have selected. Pick-Up is based on scheduling and availability. Pick-Up times are scheduled on a first come first serve basis. We cannot guarantee that your preferred time will be available. Earlier pickup times may be accommodated as a courtesy only. All pickups are scheduled and by appointment only. If appointment time is missed, the pick-up time can be rescheduled for the next available opening.

3. **RETURNING YOUR RENTAL:** Rentals are due back by 5:00 p.m. on your scheduled day back. Late returns, without prior approval will result in additional night charge. Renters will need time to check the Rental back in, so please allow 30 minutes or longer. While we do a complete walk-through of the Rental upon return, we have a 10-day "post rental" detailed inspection that is completed to ensure there are no issues with the Rental following your time period. After we have completely checked in the Rental, we will return (within 14 business days) your FULL deposit refund (less any adjustments for damages, if applicable). Late returns are accommodated as a courtesy only. Our goal is to make sure the next renter has a properly prepared and cleaned Rental. Lost rental income due to late returns will be the renter's responsibility. If Renter chooses to allow Pietras RV Rental to clean and empty the black and gray holding tanks, a \$75 fee will be subtracted from the deposit. Due to the use of propane in all units for heat, stove and hot water needs, a \$30 fee will be added to the unit rental if the second propane tank is used.

4. **PAYMENT POLICY:** A reservation/damage deposit of \$550 is required to hold your reservation during a non-holiday week. Rentals during a holiday and event weeks require full payment at the time of reservation. Payments may be made by PayPal, CASH APP, VENMO, CASH, CASHIER'S CHECK.

5. **CANCELATION POLICY:** The \$550 deposit is forfeited for any cancellation, with no refunds, 30 days prior to check-in. Additionally, no refunds will be given for cancellations of reservations during a holiday and event weeks for early checkouts or no-shows. No Refunds will be given for cancellation or interruption that occurs due to inclement weather.

6. RENTAL INSURANCE: Rental insurance must always be on the unit. If the Renters insurance company does not cover the unit, a third-party insurance company can be used. The reservation deposit of \$550 is to ensure the rental is guaranteed the funds needed be used toward any insurance deductibles, damages, lost items and/or lost income from a damaged unit. If the rental is returned without said damages, the full \$550 will be returned to renter within 14 business days.

The Security Deposit, whether by cash or held on credit card is provided as security against damage to the Rental, theft, late check-out and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by Advanced RV Rental hereby agrees to indemnify and hold Pietras RV Rental harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Pietras harmless with respect thereto; Renter(s) agrees to indemnify Pietras for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage result from a renter(s) occupancy, Pietras RV Rental is authorized to utilize the credit card on file or the cash security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. Pietras is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity.

7. CLEANING: The RV will be inspected, sanitized and cleaned after your departure. We ask that the unit be returned in the same general condition that you received it. If a significant cleaning is required, appropriate charges will be deducted from your deposit at the rate of \$35 per hour. Please be sure to empty the holding tanks before the unit is brought back. If Renter would rather not empty, we will empty for the renter at an additional \$75 charge.

8. PET POLICY / NO SMOKING ALLOWED: We do allow pets, but they must be watched closely. No smoking allowed withing 15' of the RV, we must STRICTLY ENFORCE this policy. If evidence of smoking inside the Renal is found, we reserve the right to charge \$200.00 to treat the property. In addition, any damage caused by pets or smoking materials will be charged to renters damage deposit.

9. WHAT WE SUPPLY : Included in your reservation is pillows, blankets, sleeping bags, clean sheets and all your bathroom and kitchen needs. Each item taken from the unit will result in a minimum charge of \$20.

10. DELIVERY POLICY - A \$225 delivery charge can be included up to 100 miles. Additional miles up to 300 can be purchased for \$3.00 per mile. This charge includes delivery, set up, take down, and dumping of tanks. This does not include any park fees if needed to enter a park.

11. RENTERS LIABILITY: Renter agrees to accept liability for any damages caused to the Rental by renter or renters guests, including, but not limited to, damage to the Rental in any way or damage to any appliances and/or equipment furnished. If damages are in excess of the security deposit being held, renter agrees to reimburse Advanced RV Rental for costs incurred to repair/replace damaged items.

12. GENERATOR RENTAL: We offer additional generators for rent. If a generator is added to the rental, the Renter assumes all responsibility for the generator unit. We do not assume any liability, loss or damage to the generator unit. Renter will be responsible for the cost of the generator unit given any loss or damage.

NO GENERATOR. 1X GENERATOR 2X GENERATOR

13. HOLD HARMLESS: We do not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Advanced RV Rental accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.

14. AWNING: Due to the weather changing in a matter of seconds, the awning can be used at the renters risk. The renter is liable for any and all damages caused to and by the awning.

15. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges PIETRAS, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of,

or in connection with the occupancy of the premises and agrees to hold Pietras free and harmless of any claim or suit arising therein. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest violates any conditions of this agreement, Pietras may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event Pietras has to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Adams County, Colorado and consents to the personal jurisdiction of any proper court located therein.

REMEMBER THAT YOU ARE RENTING OUR PRIVATE RENTAL.

**PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO
YOUR OWN HOME.**

RENTER PRINTED NAME _____

RENTER SIGNATURE _____ **DATE** _____