

# RECREATIONAL TRAVEL TRAILER (RV) LEASE AGREEMENT

## 1. The Parties

This Recreational Travel Trailer (RV) Lease Agreement herein referred to as the (“Agreement”) is made effective on \_\_\_\_\_ by and between \_\_\_\_\_, \_\_\_\_\_ (representative), with principal business address at \_\_\_\_\_ herein referred to as the (“Lessor”) and \_\_\_\_\_ with mailing address at \_\_\_\_\_ and permanent address as \_\_\_\_\_ herein referred to as the (“Lessee”). Contract will be emailed to \_\_\_\_\_.

The Lessor and Lessee herein are referred to as (“Party”) and collectively as the (“Parties”). RVShare is a third-party vendor between the Parties who assesses fees for the Lessor. RVShare is not a party to this agreement. Homecatchers, LLC, and Lou Mack indemnifies RVShare and holds RVShare harmless from any liability and claims with this agreement. The agreement is as follows:

## 2. The Travel Trailer

The Travel Trailer herein is a travel trailer, recreational Travel Trailer (RV), owned by the Lessor herein referred to as the (“Travel Trailer”), with description as follows:

MAKE:	Keystone
MODEL:	Springdale 303BH
YEAR:	2020
TRAVEL TRAILER IDENTIFICATION NUMBER:	4YDT30221M3103057

2.1. The Lessor, after a thorough evaluation of the Lessee's rental application, hereby agrees to lease the Travel Trailer described under Section 3 of this Agreement, subject to the terms and conditions as set forth under Section 6 of this Agreement.

2.2. The Lessee wishes to lease the Travel Trailer of the Lessor after a thorough inspection of the Travel Trailer’s overall condition, subject to the terms and conditions as set forth in this Agreement.

## 3. Lease Term

The lease of the Travel Trailer shall commence on \_\_\_\_\_, not before 10:00 A.M., and shall end on \_\_\_\_\_, no later than 2:00 P.M. The delivery and pick-up location are at \_\_\_\_\_. Unless otherwise indicated, the Agreement is terminated by \_\_\_\_\_.

either one of the parties due to breach of the terms and conditions of this Agreement or for any justifiable reasons and as stated in Section 11.

3.1. Both Parties may renew this Agreement after the termination date, provided that the Lessee complies with the terms and conditions set forth herein and requests a written notice of renewal.

#### 4. Payment Terms

The Lessee shall pay \$ \_\_\_\_\_ as a weekday (Sunday – Thursday) nightly rate of the Travel Trailer and \$ \_\_\_\_\_ as weekend (Friday – Saturday) nightly rate of the Travel Trailer. The weekly rate (7-29 days) is \_\_\_\_\_. The monthly rate (30 days or more) is \_\_\_\_\_. Payment for total days reserved plus any additional fees as noted in Section 5 are due at time of reservation and payable through the RVShare platform.

4.1. The Lessee understands that upon signing this Agreement, the Lessee shall pay a security deposit that amounts to \$ \_\_\_500.00\_\_\_, which shall be returned by the Lessor within \_\_\_30 days\_\_\_\_. The Lessee acknowledges and understands that the cost of any man-made damages that are not covered by the RVShare insurance plans or the Travel Trailer’s insurance shall be deducted from the security deposit.

4.2. If the Tenant, despite constant notification of the Lessor, fails to pay the daily, weekly, or monthly rate of the Travel Trailer within the due date, the Lessee understands that there shall be an additional late payment charge that amounts to \$ \_\_\_\_25.00\_\_\_\_ per day for up to three days. After three days, the Lessee shall forfeit this agreement and if currently renting must vacate the trailer no later than the third day after the due date. The Lessee acknowledges and understands that any unpaid rent or late fees shall be deducted from the security deposit. The Lessor shall have the right to make a Travel Trailer Agreement with another potential Lessee.

#### 5. Additional Fees

The following fees, in addition to the nightly, weekly, or monthly rate fees, are also due at time of reservation.

5.1. Cleaning/Make Ready Fee of \$ \_\_\_\_\_.

5.2. Refundable Pet Deposit Fee of \$ \_\_\_\_\_.

5.3. Refundable Dump Fee of \$ \_\_\_\_\_.

5.4. Delivery Fee of \$ \_\_\_\_\_.

5.5. Setup Fee of \$\_\_\_\_\_.

5.6. Cozy Camper Upgrade Fee \$\_\_\_\_\_.

5.7. River/Lake Fun Upgrade Fee \$\_\_\_\_\_.

5.8. Stargazer Upgrade Fee \$\_\_\_\_\_.

## **6. Terms and Conditions**

Upon signing this Agreement, the Lessee understands and shall comply with the terms and conditions that come with the leasing of the Travel Trailer. The Lessee shall not (a) use the Travel Trailer for transporting or housing items that are highly flammable, hazardous, and other illegal and dangerous items; (b) allow unauthorized driver and driver with no driver's license to tow the Travel Trailer; (c) allow any person who is not on the guest list to dwell in the Travel Trailer; (d) allow the driver to tow the Travel Trailer while under in the influence of illegal drugs or alcohol; (e) transport more items or persons that exceed the carrying capacity of the Travel Trailer; (f) modify or alter any part of the Travel Trailer; (g) transport animals without federal authorization or any transportation permits from regulating government agency; (h) sub-lease the Travel Trailer to any person or entity; and (i) use the Travel Trailer for parties, events, or additional sleeping quarters.

## **7. Drop off and Return of the Travel Trailer**

The Lessor shall drop off the Travel Trailer and shall be on the same date on the commencement date. The Lessor shall provide one key to the Lessee. On commencement date, the Lessee has the right to examine or evaluate the Travel Trailer. After the termination of this Agreement, the Lessee shall return the Travel Trailer in good condition along with the one key to the Lessor. The Lessee has the option of returning the documented inventory list acknowledgment (refer to separate Condition and Inventory Form).

The Lessee shall not tow or move the Travel Trailer without the expressed written consent, signed by both parties, and only in the event of an emergency or urgent need to protect Lessee and occupants from harm or prevent damage to Travel Trailer. Emergency or urgent need is limited to fire, flood, hurricane, or other natural disasters, and to any accident the Travel Trailer is involved in the event the Lessee is obligated to tow the trailer.

## **8. Charges**

Upon signing this Agreement, the Lessee acknowledges and understands that the cost of any man-made damages that are not covered by the RVShare insurance plans or the Travel Trailer's insurance shall be deducted from the Lessee's security deposit. If the cost of the damages exceeds

the amount of the security deposit, the Lessee is obligated to pay the extra costs of the damages. Furthermore, the evaluation of the damages shall be executed by the Lessor's duly accredited repair shop with the Lessee's presence as transparency of the evaluation.

8.1. If the Travel Trailer is lost due to theft or any similar incident, the Lessee shall pay the Lessor the full amount of the Travel Trailer, and that such loss has been reported to the local authorities with proper documentation.

8.2. In the event the Lessee is obligated to tow the Travel Trailer and the Lessee was involved in an accident due to reckless towing/handling of the Travel Trailer, the Lessee shall be fully accountable for the charges filed by the third-party.

## **9. Indemnification**

The Lessee indemnifies the Lessor and holds Lessor harmless from any liability, claims, or expenses that may arise due to mishandling, maintenance, and improper use of the Travel Trailer.

## **10. Warranties**

Upon signing this Agreement, both Parties have warranties, which are the following:

10.1. The Lessor warrants that the Travel Trailer is in good operating condition. Moreover, the Lessor warrants that the Travel Trailer has passed the necessary inspection and registration in the state of Texas.

10.2. The Lessee warrants that he/she has knowledge on how to operate the Travel Trailer. Moreover, the Lessee warrants that it shall comply with the terms and conditions of the Lessor as set forth in this Agreement, and it shall not own or have interest in any proprietary rights of the Travel Trailer.

## **11. Termination of Agreement**

Both Parties have the right to terminate this Agreement at any time. The Lessor may terminate this Agreement if the Lessee fails to comply with the terms and conditions in this Agreement. The Lessee may also terminate this Agreement if the Lessee finds leasing the Travel Trailer is no longer needed. Before termination of this Agreement, the terminating Party shall provide twenty-four (24) hours written notice to the other Party. Afterward, each Party shall fulfill their obligations to each other.

**12. Notice**

All notices concerning this Agreement or any concern related to the Travel Trailers shall be sent to each other's official email address or permanent address, depending on the urgency of the notice. In the event of an emergency the Lessee shall contact the Lessor as soon as possible by phone.

**13. Signature**

Prior to signing this Agreement, both Parties have thoroughly read and understand the terms and conditions set forth herein.

LESSOR

LESSEE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_