

## **Uptime Mobile Services**

1011 Journey Lane, Salisbury, NC 28146

Tel (336) 402-8610

### **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 by us at its or the renter’s direction. All person’s referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our” or “us” means Uptime Mobile Services. “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 time the daily rental rate.

**2. Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer. 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 generally between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at (336) 402-8610 to schedule your delivery time. Delivery times will be scheduled on a first-come, first-serve basis.

**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, one of our staff members will provide you with an orientation to show you the safe and proper use 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 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, and countertops wiped).**

Failure to return in an unclean state will result in a \$50 charge that will be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card for any damages.

**6. Acceptable Forms of Payment.** Payment for the rental may be made by check, Venmo, Zelle and Credit or debit card. If using a debit or credit card, There will be a 3.5% fee added to the total. A \$50.00 fee will be charged for all returned payments.

**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; and c) not complying with all campground rules and regulations, or State or federal laws. d) No smoking or vaping inside the Trailer.

**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, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.

**10. Smoking.** There is NO Smoking in any of the Trailers. 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. Appliances.** The A/C, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions occur with any of these items, no compensation will be made to you. For assistance, you are advised to contact Uptime Mobile Services at (336) 402-8610.

**12. Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rentals' costs and rental dates are correct. If you wish to extend the rental period, you must call 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.

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

**14. 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.

**15. Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.

**16. 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.

**17. Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures. Renters are entitled to a full refund, less for all cancellations made at least 30 days prior to the rental start date. Renters are entitled to a 50% refund for all cancellations made at least 14 days prior to the rental start date. Less than 14 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund will be granted.

### 18. Optional Fees

36"Blackstone	\$40 One Time Fee	36"blackstone flat top grill with cooking utensils-\$20 charge for not returned clean.
4 Seater Golf Cart	\$72 Per Night Fee	4 Seater Golf Cart- Supplement Rental Agreement must be completed.
Propane Fire Pit	\$30 One Time Fee	Propane Fire Pit with 20lb tank
Additional Camping Chairs	\$15 One Time Fee	4 are provided with rental already
Portable Dog Fence	\$40 One Time Fee	
6ft folding table	\$15 One Time Fee	6ft folding table
4ft Table	\$10 One Time Fee	4ft Table
Generator	\$30 Per Night Fee	Portable Gas Generator will run 1 AC unit at a time- comes full of gas. Renter responsible for additional gas needed
5-Gallon Gas Can	\$30 One Time Fee	Additional 5 Gallon Gas can for Generator- Full

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

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