

RV Rental Agreement
2020 Coachmen RV Leprechaun 260DS Chevy 4500
VIN: 1HA6GUCG8KN004918
Owners: Aaron and Marissa Holm

Renter Must be 25 years of age or older, debit card, or credit card used for payment must be in the Renter's name, Renter must have a valid driver's license, Renter must have full coverage auto insurance in their name and Renter must complete this agreement and agree to all of the RV rental terms and conditions.

Last name: _____ First name: _____

Address: _____ City: _____

State: _____ Zip: _____ Home phone: _____

Mobile Phone: _____ Driver's License #: _____

Birthdate: _____ Email Address: _____

Previous Renter?: YES/NO (Circle one)

Rental Period Start Date	Rental Period End Date	Rental Destination
Date: _____	Date: _____	Campground: _____
Check-in Time - 9:00AM - 5:00PM	Check-out Time - 11:00am	Camp Site No: _____
		Hookups: Yes/No

Security Deposit: A \$500.00 security deposit (the "Security Deposit") is required for each RV and due seven days prior to the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside and outside the RV may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to the Owners under this Agreement.

Rental Amount. Is the amount charged on the platform you reserved the RV on.

Renter's Signature: _____ **Date:** _____

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Owners: Aaron and Marissa Holm

Terms and Conditions

Sign and return with 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 the 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 persons referred to as "you" or "your" are jointly and severally bound by this agreement. "We", "our", or "us" means the Owners Aaron and Marissa Holm. "RV" means the motorized camping vehicle identified in this Agreement. "Loss of use" means the loss of our right to use the RV for any reason because of damage to it or loss of it during the rental. Loss of use is calculated by multiplying the number of days from the date of damage to the RV until it is repaired or replaced times the daily rental rate.
2. **Rental Indemnity, and Warranties.** This is a contract for the temporary use of the RV during the rental period. This contract does not provide you the right to tow a trailer or any other vehicle behind the RV. Any unauthorized towing will result in a minimum, a loss of the Security Deposit and, potentially legal action. We may repossess the RV at your expense without notice to you if the RV 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 RV. We make no warranties that the RV is fit for a particular purpose.**

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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.

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4. **Check In.** Delivery times are generally between 2:00 p.m. and 5:00 pm daily. It is your responsibility to call us at (815)404-0507 on the Rental Period Start Date to check in with our office and receive your scheduled pickup/delivery time. Pickup/delivery times will be scheduled on a first-come, first-serve basis.

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- 5. Delivery/Setup/Pickup.** We will deliver and setup the RV at a rental site within 50 miles of the RV's location at an additional cost. Delivery and setup will occur on the Period Start Date and pick up the RV 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 RV and its features. The orientation process takes about (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, floor 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 your credit card. Failure to return the RV with the grey and black tanks not emptied will result in a \$50 fee automatically being deducted from the Security Deposit. **If incorrect delivery information is submitted through the reservation request from that results in the Owner's delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from the Security Deposit to cover travel costs and time spent.**
- 6. Valid Driver's License.** An acceptable valid driver's license issued from your country of residence must be presented at the time of rental. The driver's license must be valid for the entire rental period. If the driver's license is in a language other than English, an international Driver's Permit is recommended or other form of identification that we find acceptable.
- 7. Acceptable Forms of Payment.** Payment for the rental may be made through the platform you reserved the rental on, Venmo, Zelle, by cash, cashiers check, debit card with either the Visa or Mastercard logo, or credit card with either the Visa or Mastercard logo. If using a debit or credit card you must present the card at the time of rental, along with your current driver's license or other form of identification that we find acceptable.
- 8. 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 RV without legal process, and/or legal action: a) the unauthorized towing of a trailer or vehicle with the RV; b) accessing or walking on the roof of the RV; and c) not complying with all campground rules and regulations, or State or federal laws.

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- 9. 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 RV or in our possession. Whether or not the loss of damages was caused by our negligence or otherwise our responsibility.

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10. Personal Injury. You release us, our agents and employees from all claims of injury, including without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, children, or relatives, whether or not the injury or injuries were caused by use of the RV, our negligence, or was otherwise our responsibility.

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11. Smoking. There is **No Smoking** in any of the RV. If the RV 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.

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12. Pet Policy. We prefer **No Pets** in the RV. If we do approve your pet there is a **\$40.00 Pet fee/pet**. Any damage caused by the pet will be deducted from the Security Deposit, if necessary additional charges will be charged to your credit card.

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13. Limited Supplies. Most RVs come equipped with tanks - approximately thirty (30) gallons of fresh water, thirty (30) gallons of grey and black water holding tank, sixteen (16) pounds of propane and one (1) fully charged 12 volt battery. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers with additional water, holding tank capacity, propane, or batteries during the rental period.

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14. Generator. The RV comes equipped with a gasoline powered generator and includes 4 hours of use per day with the rental. Additional hours will be charged at \$4.00/hour. The generator supplies power to the outlets in the RV. The generator also provides power to the microwave and roof air conditioner. The generator can be used to recharge the RV's 12 volt battery. The RV generator is connected to the RV's fuel tank. It is your responsibility to refuel the RV if necessary.

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15. Appliances. The A/C, generator, awning, radio, microwave, television, jacks, refrigerator, oven, etc. are convenience items. If any malfunctions should occur with any of these items **no compensation** will be made to you. For assistance you are advised to consult the informational material in the RV or contact us at 815-404-0507.

16. Miles. The rental allows for 150 miles per day. Anything over the aggregate of the total rental will be charged at \$0.35/mile and will automatically be deducted from the security deposit.

17. Fuel. The RV must be brought back at the fuel level noted on the departure form. Failure to do so will result in a \$5.00/gallon charge deducted from the Security Deposit.

18. Rental Damage. If the RV and/or contents in the RV at the time of the delivery/pickup orientation are damaged during the Rental Period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by nature (wind, rain, fire, earthquake, flood, etc.). Tires are your responsibility. If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company, and contacting us immediately at (815) 404-0507. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair.

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19. Early Return/Extending Rental Dates. You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend your rental period, you must call us for approval. There are **NO refunds** for early returns. If you do not return the RV 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 for the next renter.

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20. Late Fees: The return time for the RV is 11:00am there is a \$25.00/hour fee for any late returns. If the late return interferes with another rental the late fee is the full night rate each eight hour period the RV is late plus inconvenience fees incurred for the next renter and an additional \$100 administrative fee.

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21. 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.

22. Governing Law and Venue. This Agreement shall be interpreted and enforced according to the substantive laws of the State of Arizona without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Phoenix, Arizona for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum, venue of the state court located in Phoenix, Arizona.

23. Severability. If any provisions of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

24. Attorneys' Fees. In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

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

26. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the rental of the RV, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended in writing signed by all parties.

27. Refunds. No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early return/departures.

Initial _____

Print Renter's Name: _____

Renter's Signature: _____

Date: _____

Print Owner's Name: _____

Owner's Signature: _____

Date: _____