



CAMPER/TRAVEL TRAILER RENTAL AGREEMENT

This Camper/Travel Trailer Rental Agreement (the “Agreement”), effective as of the date of the signature on this Agreement, is made by and between Camp Northwest Arkansas, LLC, an Arkansas Limited Liability Company, hereby referred to as “Host” and the renter/guest (“Renter”) of a Camp Northwest Arkansas Rental Travel Trailer electronically executing this Agreement. This Agreement supplements and extends the terms and conditions of the Face Page Agreement signed by Renter. All capitalized terms not defined in this Agreement shall have the meanings set forth in the Face Page Agreement.

RECITALS

1. Renter has agreed to rent a Rental Travel Trailer as provided in and subject to the terms and conditions of the Face Page Agreement.

2. The Parties desire to supplement the terms and conditions of the Face Page Agreement with the terms and conditions of this Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Rental Travel Trailer and Term.

1.1 Subject to the terms and conditions of this Agreement, Host hereby rents to Renter the Rental Travel Trailer identified in the Face Page Agreement (“Rental Travel Trailer”).

1.2 The term of this Agreement (“Term”) begins when Renter picks up the Rental Travel Trailer and ends when the Renter drops off the Rental Travel Trailer. The Parties may modify the duration of the Term by mutual written consent.

2. Return of Rental Vehicle; Security Deposit.

2.1 Renter agrees to return the Rental Travel Trailer in a clean state and in the same condition it was in at the time of Renter Pickup, ordinary wear and tear excepted. Pursuant to the foregoing, Renter's obligation to clean the travel trailer includes, but is not limited to, wiping down counters, rinsing off tableware and cookware, removing all trash and debris from the vehicle, and emptying all gray water prior to returning the travel trailer. An additional cleaning fee may be charged if the condition of the travel trailer upon return is substantially different from its condition on the date of the Rental Pickup.



2.2 Renter agrees to return the Rental Travel Trailer by 12:00 pm (central time) on the Renter Dropoff date, or such other time as both Parties agree in writing in advance of Renter pick-up. Renter agrees to pay a fee of \$50 per hour, (partial hours rounded up to the next full hour), for every hour past the Renter Dropoff date that the Rental Travel Trailer is returned. Renter agrees to return the Rental Travel Trailer with a full tank of gas (if applicable) or alternatively, Renter agrees to pay Host to refuel the Rental Vehicle at a rate of \$5/gallon (if applicable).

2.3 Renter agrees that, unless expressly stated otherwise on the Face Page, the Rental Amount includes one hundred and twenty-five (125) miles per day, and that any additional miles will be charged at \$0.58 per mile. Mileage for Rental Travel Trailers will be calculated by GPS tracking device.

2.4 Renter agrees that the Security Deposit will be released, less any additional mileage charges (per Section 2.3 above) and/or other fees, within seven (7) business days after the return of the Rental Travel Trailer. Notwithstanding the foregoing, if the full amount of the charges and fees for which Renter may be responsible cannot be reasonably ascertained within seven business days of the return of the Rental Travel Trailer, Host shall have such additional time as is reasonably necessary to refund the Security Deposit, provided Host shall furnish Renter with a written explanation for the additional time needed. Other fees which may be deducted from the Security Deposit returned to Renter may include but are not limited to late return fees, loss or damage to the vehicle other than normal wear and tear, any storage charges Renter incurs as a result of Renter's actions, any towing charges not covered by roadside assistance insurance, and any costs associated with locating and recovering the Rental Travel Trailer if Renter fails to return it by the Renter's Dropoff date. If the amount of Renter's Security Deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess of the Security Deposit within seven (7) days of Host providing Renter a written itemized accounting of the amount owed.

2.5 Upon failure by Renter to dispute or pay within 7 days, Renter authorizes Host to charge Renter's credit card on file for any additional amounts above the security deposit.

3. Renter's Obligations, Representations and Limitations; Insurance.

3.1 No smoking or vaping of any substance is allowed inside or within 20 feet of the Rental Travel Trailer. If Host discovers any evidence of violation of this smoke-free and vape-free policy, a fee for interior cleaning and for repair of any damage caused by violation of this policy may be charged.

3.2 It is Renter's obligation to determine the suitability and scope of coverage of any insurance policy obtained by or on behalf of Renter, including any insurance coverage obtained through



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the booking website. Host makes no representations concerning any insurance available through the booking website.

3.3 Renter shall be solely responsible for the cost of towing the Rental Travel Trailer for any reason.

3.4 Renter represents that each reported Verified Driver in the Face Page Agreement has a valid driver's license and that all information reported for each driver is current and accurate. Only Verified Drivers may tow the Rental Travel Trailer.

3.5 Renter is responsible for checking and maintaining all fluid levels of the Rental Travel Trailer during the Term. Renter is responsible for properly maneuvering the Rental Travel Trailer into designated campsites or other parking spots. Renter is responsible for ensuring appropriate clearances. Renter is responsible for following instructions provided during orientation for proper hook up, set-up, teardown, and towing Rental Travel Trailer.

Renter acknowledges and agrees that if a mechanical failure occurs during the Term because of Renter's negligence or the negligence of any guest or invitee, Renter will be solely responsible for all costs of repair as well as any loss of use of the Rental Travel Trailer incurred by Host. In addition, Renter is responsible for any damage to the Rental Travel Trailer and related costs arising from and related to Renter's negligence or intentional acts and omissions, as well as that of Renter's guests and invitees, including, but not limited to, driving for extended periods on a spare tire, failing to address warning lights or other signals of malfunction, not following instructions for proper operation of camping features, or driving off-road.

3.6 Renter shall not drive or allow the Rental Travel Trailer to be driven/towed off-road. Renter will not drive, operate, or transport the Rental Travel Trailer outside of the continental United States, and Renter will not permit, authorize or otherwise allow any driver or third party to do so. Renter is responsible for reporting all accidents, incidents of vandalism, or theft to Host and law enforcement promptly upon discovery.

4. Camp Northwest Arkansas, LLC Responsibilities; Disclaimer of Liability; Indemnification.

4.1 The Parties agree that if the Rental Travel Trailer becomes inoperable due to a mechanical failure not caused by Renter's negligence or breach of this Agreement, Host shall be responsible for completing, in a reasonable period of time, any necessary repairs to the Rental Travel Trailer. Renter agrees to not perform any repairs, replacement of parts, or other non-routine maintenance to the Rental Travel Trailer without Host's prior authorization.



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4.2 Host may repossess Rental Travel Trailer at Renter's expense without notice (a) if Renter fails to return the Rental Travel Trailer by the end of the Term, or (b) if the Rental Travel Trailer is used in violation of this Agreement or applicable law.

4.3 Host is not responsible for any personal property that remains in or on the Rental Travel Trailer upon return at the end of the Term. Renter releases Host from all claims for, loss of, or damage to, Renter's personal property or that of any other person that was left or carried in or on the Rental Travel Trailer.

4.4 **HOLD HARMLESS, WAIVER, AND RELEASE.** RENTER, ON BEHALF OF THEMSELVES AND RENTER'S GUESTS AND INVITEES (COLLECTIVELY "THE RELEASING PARTIES"), INCLUDING MINOR CHILDREN, ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREES THAT THE USE OF THE RENTAL TRAVEL TRAILER SHALL BE AT RENTER'S OWN RISK. THE RELEASING PARTIES HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CAMP NORTHWEST ARKANSAS L.L.C. AND EACH OF ITS MANAGERS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FROM ANY LIABILITY, EXPENSE, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE RELEASING PARTIES RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE RENTAL TRAVEL TRAILER. FURTHER, RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE RELEASING PARTIES OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE RENTAL TRAVEL TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT. RENTER UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE RENTAL TRAVEL TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS. IN NO EVENT SHALL THE LIABILITY OF HOST TO RENTER IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OCCUPANCY OF THE RENTAL TRAVEL TRAILER EXCEED THE CHARGES PAID BY RENTER TO HOST UNDER THIS AGREEMENT.

5. General Provisions.



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5.1 Any notice required under this Agreement shall be in writing. Notice to Renter shall be given by personal delivery to Renter or by email sent to the email address provided by Renter in this Contract. Notice to Host shall be given by personal delivery to Host or by email sent to admin@campnwa.org. Notice by personal delivery shall be deemed given at the time of receipt by Renter or Host, as the case may be. Notice by email shall be deemed given at the time the email is sent.

5.2 The section headings in this Agreement are for reference only and will not be deemed to be a part of the Agreement or be referred to in connection with the construction or interpretation of the Agreement.

5.3 This Agreement shall be governed by the laws of Arkansas, excluding its conflict of law provisions. If any legal action is brought by either Party against the other regarding the subject matter of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses. In the event of dispute, the parties are agreed to waive the right to trial or jury trial and pursue Arbitration pursuant to the rules set forth by the American Arbitration Association. The parties agree that the proper and exclusive forum for any arbitration arising out of or relating to this Contract or arising out of or relating to the Rental Travel Trailer will be Benton County, Arkansas, and that any such arbitration will be brought only in Benton County, Arkansas. Renter consents to the exercise of personal jurisdiction for any such arbitration in Benton County, Arkansas.

5.4 In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable.

5.5 No term of this Agreement shall be waived or modified except in writing signed by both Parties. Renter may not assign Renter's rights under this Agreement without the prior written consent of Host. This Agreement and the Face Page Agreement constitute the entire agreement between the Parties with respect to renting the Rental Travel Trailer, and supersede any proposal or prior agreement, oral or written, and any other communications between the Parties relating to the subject matter of this Agreement.

6. Warranties. *OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE RV UNIT, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.*

IN WITNESS WHEREOF, the parties, having carefully reviewed for understanding the terms outlined above, are agreed to this Agreement's terms upon the date last executed below:

Camp Northwest Arkansas, LLC

Renter:



By: _____
(name), Authorized Manager

Date: _____

Name of Renter

Date: _____