

TRAVEL TRAILER RENTAL AGREEMENT:

This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between S&S IDEAS LLP AND SNS RENTALS 101 Ideas, (the "Owner") and \_\_\_\_\_ (the "Renter") for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. Rented Property: Owner hereby rents to Renter and Renter hereby rents from Owner that certain travel trailer, more specifically described as "Smore", to have and to hold, subject to the terms and conditions herein, for the Rent Term (as hereinafter defined). Renter acknowledges and agrees that Owner shall have the right to substitute a trailer in lieu of the Trailer described as "Smore" without prior notice to Renter provided that such substitute is determined by Owner to be a comparable type and condition. If the value of the substitute trailer is less than the value of the trailer described as "Smore", then the Base Rent shall be adjusted accordingly. Hereinafter, the trailer actually delivered by Owner shall be referred to as the "Trailer".

2. Trailer Location: The Trailer shall be delivered and placed at the following location: \_\_\_\_\_ (the "Trailer Site") during the Rent Term (as hereinafter defined). The renter acknowledges that the Owner is not responsible for any costs or fees associated with occupying the Trailer Site. The renter shall not hold Owner responsible for electrical insufficiencies at the Trailer Site/ location. The renter acknowledges that this unit requires either 50 amp or 30 amp/110v TRAILER receptacles for power, a sewer inlet connection for bathroom use, and a potable fresh water supply connection.

3. Rent Term: The Rent Term shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_:\_\_\_\_ AM/PM. Notwithstanding anything herein to the contrary, the Owner may repossess the Trailer at Renter's expense without notice to Renter if the Trailer is used in violation of law or this Agreement.

4. Occupants: Renter agrees and warrants that the following persons (the "Occupants") will be the only persons, with the exception of the Owner and agents thereof, who will occupy the Trailer:

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5. Rent, Deposits, and Fees:

Security Deposit minus fees or damages owed will be returned within 48 hours after the End of the rental term as long as the "Renter-goodbye checklist" is completed properly, no damage has occurred, and the contract has been honored. This security deposit will go towards any and all unpaid rent, fees, charges, and costs chargeable to Renter.

6. Tax: Renter shall pay, and bear all federal, state, and local sales, use, excise, personal property, and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this Agreement.

7. Sewage Fee: If the Trailer Site does not have appropriate sewage hookups, then a waste and sewage cleaning in the amount of \$35.00 shall be payable upon delivery of the Trailer to the Trailer Site. If flushing of sanitary items or unapproved chemicals or tissues or any other items. The renter will be responsible for all costs of cleaning and repair.

8. Cleaning Fee: There is a cleaning fee of \$200.00 to ensure the professional quality and sanitation of our trailer. If, in the sole discretion of the Owner, the cleanliness of the trailer is not substantially similar to the level of cleanliness of the trailer when delivered to the trailer Site, an additional cleaning fee of \$50 per hour will be charged to Renter. This will include all items on the "Renter Goodbye checklist".

9. Inspection: An Inspection email will be sent to the renter the day before the Rent Term begins and within 1 hour of arrival to the trailer the inspection must be signed. The signature represents that the renter has fully inspected the Trailer and acknowledges that the Trailer was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Trailer in such good condition as of the beginning of the Rent Term.

10. Proper Use of Trailer and Appliances: The renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location, and function of all safety items in the Trailer. These instructions can be found on the YouTube Chanel @SNSrentals101 as well as written directions in the User Guide located in the trailer.

11. Rules and Regulations: In addition to the other terms and conditions of this Agreement, the Renter shall cause such Rules and Regulations listed in the "Trailer Rental User Guide" to be followed by all persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of the Owner, cause early termination of the Rent Term and Renter's use of the Trailer and forfeiture of all rents and deposits. In addition to the Trailer Rental Users Guide The Rules and Regulations are as follows:

a. There shall be no smoking inside the Trailer. Evidence of smoking will result in a \$450.00 charge.

b. Pets are not allowed in the Trailer. Evidence of unauthorized pets will result in a \$450.00 charge.

c. The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended. Damage to the awning will result in repair costs to the renter.

d. At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off-limits.

e. Occupants, and all persons in the Trailer, shall obey all of the laws of the state of Michigan or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer or Trailer Site.

f. At the end of the Rent Term, the Trailer and the contents thereof shall be in the same condition as at the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the Trailer. The refrigerator and freezer must be emptied of all items. See the "Renter Goodbye checklist" for a full list of requirements.

g. The Trailer furnishings are not to be removed from the Trailer nor relocated outside.

12. If for some unforeseen reason, the Trailer is undeliverable and a substitute is not available, the Reservation Deposit shall be returned in full. Renter agrees that Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.

13. Lost and Found: The owner is not responsible for lost or misplaced items, or those left behind by the Renter. The renter should notify Owner immediately if Renter discovers it left any item at the Trailer, and Owner will notify Renter if the item is found. The renter shall be responsible for arranging the shipping and paying the shipping costs for the return of the found item.

14. Warranties. Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND THE TRAILER SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

15. Owner Liability: The Owner does not assume or accept any liability for loss, damage, or injury to persons or their personal property related to or in connection with the Trailer. The owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in the supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.

16. Responsibility for Damage or Loss: The renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if the Owner elects not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. The renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty. HOLD HARMLESS, WAIVER, AND RELEASE. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS, AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS, AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE S&S IDEAS LLP AND SNS RENTALS 101 AND EACH OF THEIR OWNERS, PARTNERS MANAGERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, 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 UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER. FURTHER, THE 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 UNDERSIGNED, THEIR GUESTS, OCCUPANTS 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 TRAILER,

WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT. 5 THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

By signing below, you: agree to the terms and conditions of this Agreement as set forth on the Face Page, in the Terms and Conditions, and any other document that you sign; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to a final audit. Renter's Insurance. Renters shall have auto liability, collision, under-insured and uninsured policies, and by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required.

#### 17. Miscellaneous Provisions

- a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- b. This Agreement may be executed in several counterparts, each of which shall be an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.
- d. The undersigned agrees that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- e. The undersigned further agrees that the section and paragraph headings in this Agreement are for convenience and reference only and shall not be deemed to alter or affect the provisions thereof.
- f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable, and the words of any gender shall include all genders.
- g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such

obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by the Owner or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.

h. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

Owner and Renter have hereunto executed this Agreement as of the day and year first above written.

Renter: \_\_\_\_\_ "Owner: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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