

Happy

Rental Agreement



PO BOX 2412, BILLINGS MT 59103

(406) 690-0659

HAPPYCAMPERSMONTANA@GMAIL.COM

Date: _____ Date(s) of Rental: _____

SCHEDULED PICK UP TIME: _____ DESIGNATED RETURN TIME: _____

Montana charges a 4% sales and use tax for rental vehicles, which includes the following: automobiles, motorcycles, motorCampers, sailCampers, off highway vehicles, motorcycles, quadricycles, dune buggies amphibious vehicles or any other vehicle powered by a source other than muscle or wind.

Per Day: _____ plus 4% sales and use tax _____ Security Deposit: _____

(Deposit shall be retained by Happy Campers LLC as partial compensation for failing to return Camper in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles that are damaged, missing or broken)

Driver License #: _____ State: _____ DOB: _____

ALL RENTER(S) MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE A VALID ID
(DRIVERS LICENSE, TRIBAL ID, STATE ID, PASSPORT)

For purposes of this agreement, Happy Campers LLC (Owner), rents to (renter) one of the following described Campers referenced below:

Camper Rental: 2019 FOREST RIVER AVENGER Camper w/Slide – VIN# - 5ZT2AVNB3KB920577 _____

2019 KEYSTONE SPRINDALE Camper – VIN# - 4YDT18925KG105783 _____

2020 KZI SPORTSMAN Camper – VIN# - 4EZTU232XL5044958 _____

Renter(s): _____

Address: _____

City _____ State _____ Zip _____

Cell Phone# (s): _____

Alt. Phone# (s): _____

Email: _____

Exact Name on Credit Card: _____

Credit Card#: _____

Expiration Date: _____ CVW: _____ Billings Zip Code: _____

Signature (s): _____

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE Happy Campers LLC, "CAMPER OWNER", FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE Camper. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter(s) does hereby remise, release, and forever discharge Camper Owner, Camper Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter(s) ever had, now has, or which Renter(s)'s heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Camper; or in any way arising out of the rental relationship between Renter(s) and Camper Owner.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter(s) hereby expressly agrees to indemnify and hold harmless Camper Owner, Camper Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter(s)'s use, misuse or abuse of the Camper.

Terms and Conditions

1. Assumption of Risk.

Renter(s) acknowledges that the activities for which the Camper is designed include inherent dangers, including the risk of bodily injury and/or death. Renter(s) assumes and accepts all risks associated with the use of the Camper.

_____Renter(s) Initials

2. Acceptable Use.

Renter(s) agrees and acknowledges that he/she will be the sole operator of the Camper, and will use the Camper in a careful, safe and conscientious manner. Renter(s) shall at all times observe and adhere to any rules and guidelines posted by Camper Owner, and any applicable laws or regulations. Renter(s) shall be responsible at all time, for the safety of any and all passengers in the Camper.

1. Prohibited Activities.

Renter(s) shall not violate any of the following rules and regulations during his/her operation of the Camper:

*THERE IS ABSOLUTELY NO TRAILERING BY ANYBODY OTHER THAN Persons listed on this agreement or a representative of Happy Campers LLC.

*Absolutely no smoking while in the Campers.

*No use of Camper for any unlawful purpose.

* No use of Camper in a careless or negligent manner.

*No use of Camper under the influence of alcohol and/or narcotics.

*No use by any other person(s) not on this agreement.

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*No use of Camper under the influence of alcohol and/or narcotics.

*No use by any other person(s) not on this agreement.

2. Unsafe Use.

If at any time Camper Owner determines that Renter(s) has engaged in an unsafe or hazardous use of the Camper, Camper owner may board the Camper, or otherwise notify the Renter(s) that it is immediately terminating the rental. Upon termination, Renter(s) must return the Camper to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter(s) will not be refunded his/her security deposit. Camper Owner shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

3. Condition of Camper upon Return.

The Renter(s) shall return the Camper to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter(s), excepting ordinary wear and tear. Renter(s) shall be responsible for any damage caused to the Camper during the rental period. Camper Owner shall retain any portion (or all) of Renter(s)'s security deposit as necessary to cover repairs for such damages. To the extent that damages to the Camper exceed the amount of the security deposit, Renter(s) shall be billed by Camper Owner for the full amount of damages caused by Renter(s) during the rental period, including reasonable attorney's fees.

4. Late Return.

If Renter(s) returns the Camper to the designated return area more than 20 minutes after the predetermined "Return Time," Renter(s) shall forfeit his/her security deposit. .

_____Renter(s) Initials

In the event of malfunction, breakdown, or if any defects are discovered after acceptance of the rental craft the RENTER(S) will immediately report same to Happy Campers LLC. Continued use of the Camper shall be entirely at the RENTER(S) RISK AND THUS RENTER(S) ASSUMES ALL LIABILITIES OF INJURY AND DAMAGE TO ALL PERSONS AND PROPERTY THAT MAY BECOME INVOLVED BY ITS CONTINUED USE.

This certifies that I (We), the RENTER(S) am/are experienced and capable in all aspects of the handling and operation of the Camper such as the one rented above. RENTER(S) agrees said Camper will not be occupied by a greater number of persons than what is recommended by users manual. I, the RENTER(S) will not remove any equipment from the Camper. I (We) have familiarized myself/ourselves with the area.

_____Renter(s) Initials

I authorize and allow Happy Campers LLC to charge my credit card for any damages or loss of equipment. Camper rental price does not include refueling, oil or tax.

_____Renter(s) Initials

By Signing this Agreement, you acknowledge that you have thoroughly read and understand what you are signing.

Renter (s) Signature

Date

Renter (s) Signature

Date

Renter (s) Signature

Date

Happy Campers Representative

Date

Waiver and Release of Liability

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Happy Campers LLC, (For purposes of this Waiver and Release, the term “Happy Campers LLC” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Happy Campers LLC). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children. Renter agrees that he/she will disclose to Happy Campers LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Happy Campers LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Happy Campers LLC.

_____Renter(s) Initials

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of operating and towing a camper 1) Collisions with any of the following: other participants, the Camper’s, other Campers, and manmade or natural objects; 2) Collision or other hazards which results in injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and wildlife forms 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

_____Renter(s) Initials

III. EXPRESS ASSUMPTION OF RISK- The undersign hereby agrees that he/she is renting, operating or using the equipment provided by Happy Campers LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Happy Campers LLC.

_____Renter(s) Initials

IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Happy Campers LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Happy Campers LLC. regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Happy Campers LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Happy Campers LLC shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Happy Campers LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Happy Campers LLC.

_____Renter(s) Initials

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Happy Campers LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other Camper’s and minor children under the undersigned’s custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Happy Campers LLC, even if such damages arise out of the negligence or fault of Happy Campers LLC.

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_____ Renter(s) Initials

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Happy Campers LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Happy Campers LLC for Happy Campers LLC's negligence.

_____ Renter(s) Initials

RENTER (S) SIGNATURE: _____

DATE: _____

Additional Operators:

1. _____

2. _____

3. _____

Emergency Contact(s) with Phone Number(s):

1. _____

2. _____

3. _____