

# KLCC Services, LLC

RV

2020 Crossroads Travel Trailer

## Recreational RV Rental Agreement

I do hereby agree to rent the listed RV from **KLCC Services LLC** under the following terms and conditions:

- 1. Rental dates:** The rental dates are listed on the booking site. Delivery time is 4pm the day the rental begins and pickup time is no later than 1PM the day the rental ends. RV is to be picked up and returned by Carly Camera.
- 2. Payment schedule:** The schedule for payment of the rental and security deposit fees are listed on the reservation on the booking site.
- 3. Late fees:** Renter agrees that he/she will pay a late fee if the RV is not returned in a timely fashion, **no later than 1pm on the day in which my rental is over**. This late fee can be the entire security deposit, if deemed necessary. 2 hours late results in a half day charge and 8 hours late results in, at minimum, full day's charge.
- 4. Driver ages:** Renter has truthfully disclosed the identity and proper age of all drivers. Renter agrees and acknowledges that no person shall be allowed to drive the rental who is at least 25 years of age, and who possesses a valid driver's license. Renter agrees that all driver information has been reported accurately and no unauthorized drivers shall tow the RV. All reported drivers have a valid driver's license.
- 5. Cleaning responsibilities:** Renter agrees to return the RV in the same condition in which it is received. This includes cleaning the interior and exterior of the RV. **If RV is returned dirty, cleaning charges are \$100.00 per hour of cleaning time to be charged against security deposit.** Stickers and duct tape are NOT ALLOWED to be stuck onto any surface of the RV. Forfeiture of the security deposit will be automatic if evidence of stickers or duct tape exist.
- 6. Insurance:** The RV rented is covered by an insurance policy. The security deposit shall be used towards the insurance deductible if any claims arise. Renter shall be responsible for any and all damages to the RV during the rental period. Renter must inform Owner of any damages to the RV within 24 hours of damage occurring. Any damages to the awning are not covered by insurance and are 100% the responsibility of the renter. If an insurance claim arises, an additional \$500.00 is charged to the credit card on file towards the insurance deductible.
- 7. Maintenance during rental period:** Renter is responsible for any and all maintenance on the RV during the rental period. If damage is caused to the RV and it needs repair, Renter must contact the owners to get permission to complete repairs. Unless prior authorization is obtained from the owners, no repairs, replacement of parts or service shall be completed during the rental period. After authorization, all repairs, replacement of parts, or service will be renter's financial responsibility.
- 8. Personal property:** Renter releases **Alexis and Keith Wrenn/KLCC Services LLC** from all claims for loss of, or damage to, my personal property or that of any other person, which is left or carried in the RV.
- 9. Loss of vacation/use:** The owners are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The owners shall be responsible for completing any necessary repairs and returning the RV's to rental condition as promptly as possible.
- 10. Citations and Tolls:** Renter agrees that all citations and tolls received by the Owners from the listed rental period will be charged to the Renter's credit card on file.
- 11. Travel restrictions:** Renter agrees not to take the RV outside of the continental United States. Renter is responsible for reporting all accidents, incidents of vandalism or theft to the police and the owners upon discovery.

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**12. Paved roadways:** RV shall not be driven off road or any unpaved surface (excluding RV parks and campgrounds).

**13. No Smoking Policy:** Renter agrees and understands that there is NO SMOKING allowed in the RV. This includes cigars, cigarettes, vape pens, marijuana, etc. If the RV is returned and evidence of smoking is apparent, the Renter forfeits their security deposit.

**14. Usage restrictions:** Renter agrees and understands that climbing on the roof of the RV is prohibited. Security deposit is forfeited if Renter has climbed on the roof of the RV. Renter understands that no pets are allowed on furniture at any time and that their security deposit will be charged for any damages to the RV from the pet.

**15. Cancellation Policy:** No refund will be given if the reservation is canceled less than 30 days prior to the rental. If rental is canceled 31 days prior to the rental period, all monies paid will be refunded to Renter.

**16. Security Deposit: KLCC Services LLC** may use your security deposit to pay any amounts owed to us under this agreement, which shall include replacement of propane, picking up of the RV, time and mileage, loss or damage to the RV, tolls and citations, repairs, stolen batteries, propane tanks, hitch, sway/stabilization bars, etc. other following rentals that are impacted or have to be canceled due to repairs needed on RV due to renter's fault, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the RV, if you fail to return the RV as required by the terms of the rental agreement. If the amount of your security deposit is insufficient to satisfy all amounts due then you agree to pay all charges in excess. Owner has 3 days to complete a full inspection of the RV prior to releasing the security deposit monies back to the Renter. Monies will be returned in the method in which they were paid to Owner.

**17. Disputes:** If there are any disputes regarding monies billed and charged, or disputes on services/products rented, Renter must participate in arbitration in the state of Florida prior to filing any lawsuit.

**18. Generator (if applicable):** If generator is damaged, stolen, not returned, the credit card on file will be charged **\$4,000.00** to replace the generator.

**19. Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made with the campground and all the fees associated with the reservation are separate from the rental price and fees in this agreement.

**20. Personal Injury:** Renter releases Keith Wrenn/Alexis Wrenn and KLCC Services LLC from all claims for injury, including without limitation bodily, personal or mental injury, economic loss or damage to you, your guests, unborn children, or any other occupants, whether or not the injury was caused by the use of the RV, our negligence, or was otherwise our responsibility.

**21. Pets:** Pets are not allowed on any furniture. Pets are not allowed to be left unattended inside the RV to limit destruction of interior of the RV. Renter is to clean up after pets in the RV.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Additional Drivers:**

**Names:** \_\_\_\_\_

**Driver's License Number:** \_\_\_\_\_

## Towable RV Rental Agreement Terms and Conditions

### **1. Definitions.**

“Agreement” means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of rental.

“You” or “your” means the person identified as the renter on this form, any person signing the Agreement, any Authorized Driver 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 separately bound by this Agreement.

“We,” “our,” “us,” “I,” or “my” means the business or private owner renting the towed RV to you.

“Authorized Driver” means you and any additional driver approved and listed by us on this Agreement.

“RV” means the non-motorized towed recreational RV 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 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 rental of the RV. We may repossess the RV at your expense without notice to you, if the RV is abandoned or used in violation of law 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, express, implied or apparent, regarding the RV, no warranty of merchantability and no warranty that the RV is fit for a particular purpose.**

### **3. Condition and Return of RV**

You must return the RV to the place of pickup or other location that we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear.

If the RV is returned after the specified time, you remain responsible for the safety of, and any damage to, the RV until we inspect it. Service to the RV or replacement of parts or accessories during the rental must have our prior approval. We may prosecute if the RV is stolen.

### **4. Prohibited Uses**

The following acts or uses of the RV are prohibited: **a) towing the RV: (i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the RV or extended the rental period by giving us false, fraudulent, or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United States or Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the RV; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the RV; (xii) in a manner that causes damage to the RV due to inadequately secured cargo; (xvi) on unpaved roads; or (b) failing to summon the police to any accident involving the RV that caused personal injury or property damage; (c) damaging the RV by your intentional, wanton, or reckless conduct; (d) damaging the RV by an animal transported in the RV; (e) damaging the RV by sitting, standing, or lying on the roof of the RV; (f) damaging the RV by placing tire chains, signs, lettering or painting on the**

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outside of the RV; (g) damaging the RV by placing loudspeakers or other sound equipment on the exterior of the RV; and (h) if the RV is equipped with an outside fuel system, using any fuel with incorrect octane level as defined by the outside fuel system manufacturer.

### **5. Insurance**

Renter will be responsible to pay the \$1,000.00 deductible via credit card, for all insurance claims on owner's insurance.

### **6. Charges**

You agree to pay us on demand for all charges due us under this Agreement, including but not limited to: (a) time for the period during which you take the RV; (b) charges for additional drivers; (c) charges for the optional services; (d) applicable taxes; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the RV assessed against us or the RV; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (g) \$100, plus \$5/mile for every mile between the renting location and the place where the RV is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a reasonable fee not to exceed \$500 to clean the RV, if returned substantially less clean than when rented; (j) a dumping fee of **\$50.00** if the RV's waste, fuel, or holding tanks have not been drained (valves open, caps off) by you prior to the return of the RV. We will not refund any of the time or mileage charges if you return the RV earlier than the date or time due in.

### **7. Deposit**

We may use your deposit to pay any monies owed us under this Agreement.

### **8. Your Property**

You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that as left or carried in or on the RV, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

### **9. Modifications**

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire Agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

### **10. Miscellaneous**

A waiver by us of any breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a RV.

**You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By Signing below you acknowledge that you have been given an opportunity to read this Rental Agreement in its entirety, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this agreement, including later payment of any traffic, toll or parking violations assessed against the RV.

KLCC Services, LLC

Signature \_\_\_\_\_

Date \_\_\_\_\_

**ITEMS INCLUDED IN RENTAL AT NO ADDITIONAL CHARGE**

1. Plastic plates, bowls, cups, additional tupperware
2. Silverware
3. Bedsheets for front bedroom
4. Cooking Utensils (knives, grilling utensils, cutting board, etc)
5. Pots and Pans
6. Hand Towel
7. Floor mats
8. Coffee maker
9. Items necessary for setting up RV (blocks, chocks, level, etc)
10. Coffee mugs
11. Blender