

WHEEL EPIC ADVENTURES

101 Jay Dee Court, Nicholasville, Kentucky
Tel (859) 402-7341 or (859) 402-7342

Cherokee Alpha Wolf 26DBH-L

Rental Agreement

Renter must be 25 years of age or older, debit card or credit card used for payment must be in 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 Terms and Conditions attached below.

Last : _____ First: _____

Address : _____ City: _____ State : _____ Zip: _____

(_____) _____ Willing to receive texts? _____ Driver's License# : _____

Birth date: _____ Expiration Date: _____ State Issued: _____

Email Address: _____ Previous renter?: YES / NO (circle one)

Is this a: DELIVERY/PICK-UP by owner or PICK-UP/DROP OFF by customer (circle one)

Rental Period Start Date	Rental Period End Date	Rental Location
____/____/____ Drop-Off/Pick-Up Time: _____	____/____/____ Pick-Up Time: _____	_____ Campground / Private Land / Other Site Number: _____ PWR: 30 50 H2O: Y/N SEWER*: Y/N *extra fee for black tank dump if "N"

Security Deposit. A \$1000.00 security deposit (the "Security Deposit") is required for each camping trailer rental and 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 or damages to the outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer 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 us under this Agreement.

Reservations. All reservations are handled on RV Share. Those terms and conditions were accepted and agreed upon and will be in addition to these on this rental agreement.

I would like to reserve/rent a camping trailer from Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures). I understand that Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures) must approve the Agreement before a reservation can be confirmed. If approved, I authorize RV Share to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period on behalf of Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures). I and Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures) have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 30 days prior to the Rental Period Start Date, I will be charged cancellation fees as set on RV Share terms and conditions. If Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures) cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement, within 7 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by check.

Signature X _____
(Signature acknowledges Renter has read and agrees with Terms and conditions attached)

Date: _____

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TERMS AND CONDITIONS

INITIAL & RETURN

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/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 person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Owner(s) Tom and Cassandra Simpson, doing business as Wheel Epic Adventures. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced time the daily rental rate.

Initials _____ 2. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer 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 Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.***

Initials _____ 3. **Campground/Site Reservations.** We are not responsible for campground/site 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. It is your responsibility to obtain a copy of campground/site rules and regulations. No refunds will be given for campsite reservation errors.

Initials _____ 4. **Delivery/Pick-Up:** Generally, between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at (859) 402-7341/(859)402-7342 on the Rental Period Start Date to check in with us and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis.

Delivery / Set up / Pick up. We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer 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 Trailer and its features. Additionally, the orientation will provide a summary of prohibited uses of the Trailer. The Trailer will include instruction booklets which will explain the operation of the Trailer and its features. The orientation process can take up to one (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 departure (i.e. dishes washed, dried, and put away, trash removed, floors swept, countertops wiped, bedding removed and placed in provided laundry bag along with bath towels and any other items needing to be laundered). 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. If incorrect delivery information is submitted through the reservation request form that results in delivering of the Trailer on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.

Initials: _____ 5. **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. The Owner(s) will obtain a photo copy of the driver's license.

Initials: _____ 6. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashier's check, debit card with either the Visa or MasterCard logo, or credit card with either the Visa, Mastercard, or American Express logo. If using a debit or credit card, you must present the card at the time of rental, along with a current driver's license or other form of identification that we find acceptable.

Initials: _____ 7. **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 Trailer without legal process, and/or legal action:

1. the unauthorized towing, moving or other prohibited use of the Trailer;
2. accessing or walking on the roof of the Trailer;
3. exceeding occupancy as indicated on RV Share reservation, and
4. not complying with all campground/site rules and regulations, or State or federal laws

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TERMS AND CONDITIONS (cont'd)

INITIAL & RETURN

Initials: _____ 8. **Personal Property.** You release the Owner(s), 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 Trailer or in/on property, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility. Every effort will be made to return personal item(s) left in the Trailer, any expenses incurred will be passed on to you. If item(s) are not claimed, they become property of Owner(s).

Initials: _____ 9. **Personal Injury.** You release , our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.

Initials: _____ 10. **Pet Policy.** We welcome pets(s) in our Trailer; however, any/all damages caused from the pets(s) will be deducted from the security deposit. Let the Owner(s) know if you see anything during pre-inspection. We hope you understand that every effort is made to remove any/all signs of previous pet occupant(s); however, you are more than likely going to encounter stray pet hair within the Trailer when you may least expect it. EVERY effort is made to remove any signs of pets; however, this Trailer is pet friendly and we expect to always see evidence of pets in the Trailer. As a pet owner, it is your responsibility to help in keeping the Trailer clean behind your pet, i.e. cleaning up if there are accidents and reporting any/all damage caused by pet(s).

Initials: _____ 11. **Smoking.** There is **ABSOLUTELY NO SMOKING** inside the Trailer. If the Trailer 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.

Initials: _____ 12. **Trailer Resources.** Our trailer comes equipped with factory provided tanks. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period. If boondocking, be sure to understand the proper operation of the black tank and portable tank. Additional fees will be assessed if the black tank has to be dumped at an off-site dump.

Initials: _____ 13. **Convenience Items.** The A/C, TV, fireplace, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, **no compensation** will be made to you. These are items that are known to malfunction from time-to-time and are often easy to fix if taken care of immediately. For assistance, you are advised to consult the informational material in the Trailer or contact Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures).

Initials: _____ 14. **Renter Damage.** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately. At check-out/pick-up/drop-off, you and the Owner(s) Tom and Cassandra Simpson (aka Wheel Epic Adventures) will estimate the damage, if any, and expedite the cleaning and/or repair.

Initials: _____ 15. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all costs and dates are correct. If you wish to extend the rental period, you must call us for approval. There are **NO refunds** for early departures. If you do not vacate/deliver or surrender Trailer, at the scheduled check-out time 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 by the next renter.

Initials: _____ 14. **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.

Initials: _____ 15. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Kentucky without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Nicholasville, Kentucky or the federal court located in Nicholasville, Kentucky for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Nicholasville, Kentucky or the federal court located in Nicholasville, Kentucky.

Initials: _____ 16. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

Initials: _____ 17. **Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

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TERMS AND CONDITIONS (cont'd)

INITIAL & RETURN

Initials: _____ 18. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.

Initials: _____ 19. **Entire Agreement.** This Agreement is in conjunction to pre-rental agreement when customer rented via RV Share. Together, they constitute an entire agreement between the parties regarding the rental of the Trailer and supersedes all previously oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

Initials: _____ 20. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.