

## AP Premium Rentals, LLC

### Rental Agreement

This rental agreement may seem long, but I want to make sure you are fully informed and have no unrealistic expectations concerning your RV rental. Most rental agencies have the same rules, I just want to be completely up front and prevent any misunderstandings later. Please make sure you understand the rules and ask if you have any questions about any particular rule or expectation. Unfortunately, some customers will break rules or take things from the RV if there are no fees upon return for doing so.

- **No Refunds for Early Returns:** If you return early we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
- **Fee for Late Returns:** If you are late returning the unit there is a **\$50 per hour** late fee. If returned after 8pm, an additional day of rental fee will be charged. You will also be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit.
- **Campground Reservations.** We are not responsible for campground 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. No refunds will be given for campsite reservation errors.
- **NO SMOKING:** Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit.
- **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. RV returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
- **Odors / Cooking:** We do not allow anything that can create a strong smell in the RV that is difficult to remove. An extra cleaning fee will be charged to remove the odor.
- **Travel Restrictions:** No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park.
- **Toll Roads, Red Light Cameras, parking tickets, etc:** Parking Tickets, Mailed Violations, and Toll invoices are a major burden and we charge a \$25 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 administration fee. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc mail comes our way or the \$25 administration fee will apply! Note: Most toll agencies are good to work with and will help you out if a mistake and call them right away.
- **Awning:** We discourage the usage of the exterior awning. This is for your protection because they are at a minimum of \$3,000 to replace. They can be damaged very easily due to weather or accidental misuse. If you must use the awning, please do not use it under bad weather and do not leave it out overnight or unattended.
- **Generators:** 4 hours/day included. **\$3/hour** overage charge applies for any hours over the included amount. You are responsible for checking the oil every 25 hours of usage.
- **Mileage:** 100 miles/night is included in your rental. Any excess mileage will be charged at **\$0.40/mile**.
- **Pets:** You **MUST** have approval from the RV owner before allowing a pet in the RV.
- **Security Deposit:** Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.
- **Training:** When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 20 minutes to an hour depending on prior experience you have with an RV. Picking up an RV is not like picking up a rental car so please plan at least 60 minutes for this when you make your plans.
- **Cleaning:** The RV must be returned in a similar condition as when we rent it out to you. It cannot be "trashed" or so dirty that is beyond what is reasonable for a vacation. Excessive mess will incur an additional cleaning fee of **\$50/hr**,

(minimum of 1 hour).

- Propane: Tank will be full upon pickup and returned in the same manner. Renter is responsible to refill the tank before dropping off the RV. If returned not full, the owner will charge \$75 to refill the tank.
- Any damages need to be reported to us immediately. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, ice chest, etc) the item you purchased and the receipt must be surrendered upon return if you want reimbursement.
- Appliances: The A/C, generator, 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 as a renter. For assistance, you are advised to call the emergency contact, Alvin Parmer @ (702) 728-7142.
- Renter Damage: If the rv and/or the contents in the rv 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 @ (702) 728-7142.
- Waste Holding Tanks: Preferred that waste holding tanks be emptied prior to return. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee.
- Fuel: A \$8/gallon will be charged if the gas tank is not returned at the same level as when it's picked up.
- Personal Property. You release Alvin Parmer and our agents 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 rv, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility. A \$25 administrative fee plus shipping cost will be charged if any items left behind and renter request items to be shipped.
- Personal Injury. You release Alvin Parmer, and our agents 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 rv , our negligence, or was otherwise our responsibility.
- 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.
- 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.
- 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.
- Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.
- Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the rental of the rv , and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

Renter Signature and Date: \_\_\_\_\_

Renter Printed Name: \_\_\_\_\_

Owner Signature and Date: \_\_\_\_\_

## **FEES ADDENDUM**

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.

FUEL \$8/GALLON WILL BE CHARGED IF NOT RETURNED AT THE SAME FUEL LEVEL.

MILEAGE 100 MILES/NIGHT IS INCLUDED IN YOUR RENTAL. ANY OVERAGE WILL BE CHARGED AT \$0.40/MILE.

4 GENERATOR HOURS PER NIGHT INCLUDED IN YOUR RENTAL, ANY OVERAGE WILL BE CHARGED AT \$3.00 PER HOUR.

FOUR FOLDABLE OUTDOOR CHAIRS ARE \$20/FOR EACH THAT ARE MISSING OR DAMAGED

KEY REPLACEMENT \$250 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

SHORE-POWER ELECTRICAL CORD REPLACEMENT \$240 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD, \$50 TO REPLACE 50AMP ADAPTER, \$240 TO REPLACE SURGE PROTECTOR

SEWER HOSE REPLACEMENT \$150 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

CLEANING... MINIMUM CLEANING FEE OF \$200, which includes waste tank dumping IS PAID AT THE TIME OF BOOKING... PLUS \$50/HR (1HR MINIMUM) FOR ANY EXTRA CLEANING REQUIRED AFTER RETURN. THE RV SHOULD BE RETURNED IN A SIMILAR CONDITION AS IT WAS AT PICK-UP.

SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.

PETS AUTHORIZED IN WRITING AT TIME OF BOOKING OR OTHERWISE ARRANGED ARE WELCOME IN MY RV . SHOULD ANY DAMAGE OCCUR BECAUSE OF YOUR PETS YOU ARE RESPONSIBLE INCLUDING, BUT NOT LIMITED TO, URINE OR WASTE STAINS, CLAW/SCRATCH/CHEW MARKS, DAMAGE TO FURNITURE, EXCESSIVE CLEANING FEE.

Renter Signature and Date: \_\_\_\_\_

Renter Printed Name: \_\_\_\_\_

Owner Signature and Date: \_\_\_\_\_

