

# E & S RV Rentals

2277 Bison St. Marion, IA 52302

Tel (319) 551-9219

## Camper Trailer 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 E & S RV Rentals Terms and Conditions attached below.

Last: \_\_\_\_\_ First: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_

Home #: \_\_\_\_\_ Mobile # \_\_\_\_\_ Drivers License # \_\_\_\_\_

Birth Date: \_\_\_\_\_ Email Address: \_\_\_\_\_

Previous renter? YES / NO (circle one)

Rental Period Start Date

\_\_\_/\_\_\_/\_\_\_

Check-in Time 3:00 p.m.

Rental Period End Date

\_\_\_/\_\_\_/\_\_\_

Check-out Time 3:00 p.m.

Rental Specifics

2018 Forest River Flagstaff  
21DS

Trailer Size: 21 feet long  
Height 13'1"

**Security Deposit.** A \$500.00 security deposit (the "Security Deposit") is required for each camping trailer rental and due at time of booking the reservation along with 50% of total amount of rental period. 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 E & S RV Rentals under this Agreement.

**Reservations.** All reservations require 50% of the total amount of your rental period as well as the \$500.00 deposit is due at the time of booking. The remaining 50% of the total is due on the Rental Period Start Date, which is non-refundable.

**Cancellations.** Renters are entitled to a full refund, less the RVshare service fee, for all cancellations made at least 30 prior to the rental start date.

Less than 30 days prior to the rental start date, the booking is non-refundable.

A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including the RVshare service fee will be granted.

**Rescheduling.** If you must reschedule your reservation and you are within 30 days of the Rental Period Start Date, you may reschedule your reservation for a fee of \$50.00 if the reservation dates are available. You must notify E & S RV Rentals of your desire to reschedule and pay the \$50 rescheduling fee within 30 days of the Rental Period Start Date. The deposit that you placed toward your cancelled reservation will be applied to your rescheduled reservation. You have one year from the date you pay the \$50 rescheduling fee to reserve and occupy a camping trailer from E & S RV Rentals.

**Rental Amount.** Select from the following:

The rental price is:

\$ \$125 {Daily Rental Rate \$125 x \_\_\_\_ Day(s) rented} + \$500.00 Security Deposit = \$ \_\_\_\_\_ OR

\$788 / per week (7 days) + \$500.00 Security Deposit = \$1,288.00 OR

\$3,375 / per month + \$500.00 Security Deposit = \$3,875.00

**I would like to reserve/rent a camping trailer from E & S RV Rentals. I understand that E & S RV**

**Rentals must approve the Agreement before a reservation can be confirmed. If approved, I authorize E & S RV Rentals to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and E & S RV Rentals have the right to cancel the reservation under this Agreement. If I cancel the reservation less than 30 days prior to the Rental Period Start Date, the total rental payment will be nonrefundable. If E & S RV Rentals 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 the deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), 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.**

**Credit Card Number** \_\_\_\_\_

(Name on credit card must match the name of Renter)

**Expiration Date:** \_\_\_\_\_ **Security Code** \_\_\_\_\_

**Signature X** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Signature acknowledges Renter has read and agrees with E & S RV Rentals Terms and conditions attached below)

# E & S RV Rentals

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## TERMS AND CONDITIONS

### SIGN AND RETURN WITH RENTAL AGREEMENT

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and 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 it's or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Eric & Sheila Long doing business as E & S RV Rentals. "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 multiplied by the daily rental rate.
- ☐ 2. **Rental, Indemnity and Warranties.** This is a contract for the temporary use of the Trailer. This contract provides you with the right to tow or otherwise move the Trailer from the Rental Location. 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, and no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.***
- ☐ 3. **Camping Reservations.** We are not responsible for campground reservation. All campground reservations must be made separately by you with the respective 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.
- ☐ 4. **Check In.** Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at (319) 551-9219 on the Rental Period Start Date to check in with our office and receive your scheduled pick-up time. Pick-up times will be scheduled on a first come, first-serve basis.
5. **Set up / Pick up.** At the time of pick up, 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 the prohibited uses of the Trailer. The Trailers 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 returns of the Trailer. The Trailer must be returned without damage and the inside must be clean prior to check in (dishes washed, dried, put away, trash removed, floors swept, and countertops and table wiped down). 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 your credit card. **If incorrect information is submitted through the reservation request form that results in E & S RV Rentals having your rental on the wrong date, \$100.00 will be deducted from your security deposit to cover time spent.**

6. **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.
7. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashiers 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.
- ☐ 8. **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: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all State of Federal laws.
- ☐ 9. **Personal Property.** You release us, 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 our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
- ☐ 10. **Personal Injury.** You release us, 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.
- ☐ 11. **Smoking.** There is No Smoking in any of the Trailers. 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. Of course, campfire odors are expected and/or implied and shall not be considered a smoking odor.
- ☐ 12. **Pet Policy.** We allow pets in trailer, although any damage caused from the pet(s) will be deducted from the security deposit.
- ☐ 13. **Limited Supplies.** There are two 40-gallon LP tanks. The Trailer will be supplied with one set of sheets for the fold-down murphy bed, plates, pans, bowls, broom and dust pan and four rolls of toilet paper. Any additional supplies shall be your responsibility to purchase and of course, remain yours at the Rental Period End Date.
- ☐ 14. **Appliances.** The A/C, awning, radio, CD/DVD player, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, **no compensation** will be made to you. For your assistance, you are advised to consult the informational material in the trailer or contact E & S RV Rentals at (319) 551-9219.

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15. **Renter Damage.** If the Trailer and/or contents in the Trailer at the time of the 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, tornado, 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 (319) 551- 9219. E & S RV Rentals will estimate the damage, if any.

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16. **Early Pick-up / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are **NO refunds** for early return of the Trailer. If you do not vacate at the scheduled check-in 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.

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17. **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.

18. **Governing Law and Venue.** This agreement shall be interpreted and enforced according to the substantive laws of the State of Iowa, or any other state within the U.S., without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Linn County, Iowa or the federal court located in Cedar Rapids, Iowa 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 Cedar Rapids, Iowa or the federal court located in Cedar Rapids, Iowa.

19. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provision shall remain in full force and affect.

20. **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.

21. **Modification.** No terms of the Agreement can be waived or modified except by a writing that we have signed.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer 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.

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23. **Refunds. No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrival, or early departures.**

24. X \_\_\_\_\_ Date: \_\_\_\_\_

(Signature acknowledges that the renter has read and agrees to the above Terms and Conditions)