

**TRAVEL TRAILER RENTAL AGREEMENT:**

This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Scott Ward (the "Owner") and \_\_\_\_\_ (the "Renter") for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. **Rented Property.** Owner hereby rents to Renter, and Renter hereby rents from Owner that certain travel trailer, more specifically described on Exhibit "A" attached hereto and incorporated herein, to have and to hold, subject to the terms and conditions herein, for the Rent Term (as hereinafter defined).
2. **Trailer Location.** The Trailer shall be delivered or placed at the following location: \_\_\_\_\_ (the "Trailer Site") during the Rent Term (as hereinafter define). Renter acknowledges that Owner is not responsible for any costs or fees associated in occupying the Trailer Site. Renter shall not hold Owner responsible for electrical insufficiencies at the Trailer Site/location. Renter acknowledges that this unit requires either a 30 amp/110v RV receptacle for power, a sewer inlet connection for bathroom use, and a potable fresh water supply connection.
3. **Rent Term.** The Rent Term shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and expire on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_: \_\_\_\_ AM/PM. Notwithstanding anything herein to the contrary, Owner may repossess the Trailer at Renter's expense without notice to Renter if the Trailer is used in violation of the law or this Agreement.
4. **Occupants.** Renter agrees and warrants that the following persons (the "Occupants") will be the only persons, with the exception of the Owner and agents thereof, who will occupy the Trailer:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

5. **Rent, Deposits, and Fees.**
  - a. **Security Deposit.** Renter shall provide Owner a deposit of \$500.00 to secure the payment of damages or costs related to any default of the Renter. Renter agrees

and expressly authorizes Owner to hold the deposit for application toward any and all damages, unpaid fees, charges, or costs chargeable to the Renter.

- b. Base Rent.** Prior to delivery of the Travel Trailer, Renter shall pay to the Order of the Owner the base rent of \$\_\_\_\_\_ per calendar day during the Lease Term (the “Base Rent”). The Base Rent shall be payable in full prior to the beginning to the Rent Term.
- c. Tax.** Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all government assessments, fees and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this Agreement.
- d. Delivery Fee.** \$3.00 per mile up to 200 miles. Includes Trailer Site setup & teardown.
- e. Sewage Fee.** Renter acknowledges responsibility for disposal of waste water and sewage either using appropriate sewage hookups at the Trailer Site, or a dump station. If the Trailer is returned with the waste water and sewage tanks empty, no fee will be assessed. If however, the Travel Trailer is returned with tanks un-emptied, then a waste and sewage cleaning/disposal fee in the amount of \$50.00 shall be payable to the Owner.
- f. Cleaning/Prep/Supplies Fee.** Prior to delivery of the Travel Trailer, Owner shall make necessary preparation, including but not limited to, cleaning the trailer inside and out, laundering all supplied linens, and stocking certain necessity items such as toilet paper, paper towels, etc. A cleaning fee in the amount of \$50.00 shall be payable to the Owner to cover these expenses, and is non-negotiable.
- g. Generator Rental Fee.** (Optional Add-on) \$20.00 per night unlimited usage.
- h. Generator Refill Fee.** A portion of fuel will be supplied by the Owner for operation of the Generator. Renter acknowledges responsibility for returning the same portion of fuel upon return of the Generator, and that no fee will be assessed if this condition is met. If however, the Generator is returned without an equal portion of fuel as was provided at the start of the rental, then a Generator refill fee in the amount of \$20.00 shall be payable to the Owner in addition to the cost of replacing the fuel.
- i. Propane Refill Fee.** Renter acknowledges that Owner has demonstrated prior to delivery, that both of the propane tanks are full, and that the Renter has

performed a visual inspection and found no obvious signs of defect or fault. Renter further acknowledges responsibility for returning the propane tanks filled to the same level as that shown when the Renter took receipt, and that no fee will be assessed if this condition is met. If however, one or both propane tanks are returned without having been refilled to the same level as was demonstrated at the start of the rental, then a Propane refill fee in the amount of \$20.00 shall be payable to the Owner in addition to the cost of replacing the propane.

**j. Propane Fire Pit Rental Fee.** (Optional Add-on) \$10.00 per night. Renter agrees to abide by the following conditions for usage:

- 1) Fire pit may only be operated by an adult, and furthermore, adult supervision is required at **ALL** times while in use.
- 2) Fire pit must be a minimum of 6 feet away from the trailer for usage.
- 3) Propane supply hose represents a potential tripping hazard, and must be covered using the supplied rubber mat.
- 4) Absolutely no horseplay is allowed around the fire pit.
- 5) Renter assumes full responsibility for the safe operation of the fire pit, and acknowledges that they have read and understand the stated conditions for its proper use. \_\_\_\_\_

**k. Mileage Overage Fee.** When Travel Trailer is not being delivered by the Owner, but instead is being towed by the Renter, Renter acknowledges that 100 miles per night are included for free, and that any overage shall be payable to the Owner at the rate of \$0.35 per mile.

**l. Other Fees.** Renter agrees to pay the applicable fees listed herein below in section 7.

**6. Inspection.** Renter represents that it has fully inspected the Travel Trailer and acknowledges that the Travel Trailer was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Travel Trailer in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location and function of all safety items in the Travel Trailer.

**7. Rules and Regulations.** In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations listed in this Section 7 to be followed by all persons occupying the Travel Trailer. Failure to abide by these Rules and Regulations shall, at the option of the Owner, cause early termination of the Rent Term and Renter's

use of the Travel Trailer and forfeiture of all rents and deposits. The Rules and Regulations are as follows:

- a. There shall be no smoking inside of the Travel Trailer. Evidence of smoking will result in a \$350.00 charge.
- b. The awning is very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Travel Trailer is left unattended.
- c. Dogs are allowed, however should not be left unattended in the Travel Trailer.
- d. At no time should anyone ever climb up onto the roof of the Travel Trailer. This area is completely off limits.
- e. Occupants, and all persons in the Travel Trailer, shall obey all of the laws of the state of Utah or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer of Trailer Site.
- f. At the end of the Rent Term, the Travel Trailer and the contents thereof shall be in the same condition found as the beginning of the Rent Term. All personal items belonging to the Renter must be removed from the Travel Trailer, including the contents of the refrigerator and freezer, which must be emptied of all items.
- g. The Travel Trailer furnishings are not to be removed from the Travel Trailer nor relocated outside.
- h. The Travel Trailer is not suitable for off road towing, and shall not travel beyond 100 yards from a paved road at any time.

**8. Refunds and Cancellations.**

- a. Renter is entitled to a full refund less the RVshare service fee, for all cancellations made at least 30 days prior to the rental start date.
- b. Renter is entitled to a 50% refund, less the RVshare service fee, for all cancellations made less than 30 days prior to the rental start date.
- c. 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.
- d. Once the rental commences, the booking is non-refundable.
- e. Refunds of monies paid to Owner or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions.
- f. If for some unforeseen reason, the Travel Trailer is undeliverable, the Reservation Deposit shall be returned in full. Renter agrees that the Owner shall

not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.

- 9. Lost and Found.** Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers it left any item at Trailer, and Owner will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.
- 10. Warranties.** Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAVEL TRAILER AND TRAILER SITE, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAVEL TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.
- 11. Owner Liability.** Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Travel Trailer. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reason beyond Owners control.
- 12. Responsibility for Damage or Loss.** Renter is responsible for all damage to, or loss or theft of, the following: The Travel Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owner elects not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

**13. HOLD HARMLESS, WAIVER, AND RELEASE.** THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAVEL TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAVEL TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE OWNER AND ASSIGNS (THE “RELEASED PARTY”) FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAVEL TRAILER. FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTY FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAVEL TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THE RENTAL AGREEMENT. THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTY FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAVEL TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

**14. Insurance.** Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Travel Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.

**15. Miscellaneous Provisions**

- a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
- b. This Agreement may be executed in several counterparts, each of which shall be an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.
- d. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- e. The undersigned further agree that the section and paragraph heading in this Agreement are for convenience and reference only, and shall not be deemed to alter or affect the provisions thereof.
- f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable and the words of any gender shall include all genders.
- g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or

relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach. No waiver by Owner or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.

- h.** There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Owner and Renter have hereunto executed this Agreement as of the day and year first above written.

**“RENTER”**

**“OWNER”**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)