Rocky Top Tennessee Camper Rentals

331 Hidden Valley Circle Seymour, TN 37865 Text/Mobile Contact – (865) 386–8456 (Mike)

Travel Trailer Camper Rental Agreement

Renter must be 25 years of age or older. A debit/Credit Card used for payment must be in Renter's name. Renter must have a valid driver's license. Renter must complete this Agreement and agree to all Terms and Conditions attached below.

<u>PLEASE REMEMBER THAT YOU ARE RENTING OUR PRIVATELY OWNED RENTALS. WE JUST ASK YOU</u> <u>TREAT IT WITH RESPECT JUST LIKE YOUR OWN HOME. THANK YOU!</u>

LAST NAME:	FIRST:	
ADDRESS:		
		ZIP:
MOBILE #: ()	ALT MOBILE #: ()
DL#:	STATE ISSUED:	BIRTHDATE:///
EMAIL ADDRESS:		
HAVE YOU RENTED WITH US BEFOR		RENTAL END DATE
/		//2022
CHECK IN TIME:		OUT TIME
	RENTAL DELIVERY LOCATIO	v
CAMPGROUND:		
ADDRESS:		
CAMP SITE #:	SITE SIZE:	(MUST BE LARGER THAN 34 FT.)

Ask about our DISCOUNTED Weekly and Monthly Rates!!

- SECURITY DEPOSIT A refundable \$500.00 security deposit is required for each camper rental with Rocky *I*. Top Tennessee Camper Rentals and is due 7 days prior to the Rental Start Date of this contract. The security deposit covers any incidentals, damages, or missing items inside or outside of the camper during your rental time. If necessary, additional costs associated with possible damages or missing items may be charged to your credit card on file. The security deposit may also be used to pay any monies owed to Rocky Top Tennessee Camper Rentals at the end of the Rental period of this contract agreement. *Once the camper has been inspected and cleared with no damages, or missing items, your deposit will be refunded.
- II. **RESERVATIONS** 50% of Total Rental amount will be due for reservations made more than 30 days out. Full payment is due for reservations 30 days or less until Rental Start Date.
- III. RESCHEDULING If you need to reschedule you reservation, we understand. If you are within 30 days of the Rental Start Date, we can reschedule you for a \$50 fee. You will need to notify Rocky Top Tennessee Camper Rentals with your wishes to reschedule and pay the rescheduling fee. Your initial deposit on your original reservation will be placed on your newly rescheduled reservation. You will have 1 year from the date you pay the reschedule fee to reserve and occupy a camper from Rocky Top Tennessee Camper Rentals or you may forfeit your deposited amount.
- *IV. RENTAL AMOUNT* The Rental price is:

(Daily Rate x Day(s) rented) + Prep Fee + Added Optional Fees + Delivery Fee + \$500 Refundable Deposit* = Total: _____

> Required Fees: Daily Rate = 125/per nightPrep Fee = \$95 Delivery Fee = \$175 within 35 miles Refundable Deposit = \$500Waste Dump Fee = \$35 (only if no sewer hookup)

Optional Fees: Generator = 100/unlimited use

I would like to reserve/rent a camper. I understand that Rocky Top Tennessee Camper Rentals must approve the agreement before a reservation can be confirmed. If approved, I authorize Rocky Top Tennessee Camper Rentals to charge my debit/credit card for reservation fee/rental amounts or any other incidentals, damages or missing items during my rental period. If I cancel my reservation more than 30 days prior to the Rental Start Date, I will be charged a \$50 cancellation fee. If I cancel my reservation less than 30 days prior to Rental Start Date, the total rental payment will be non-refundable. If, for any reason, Rocky Top Tennessee Camper Rentals has to cancel the reservation, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for items described in the agreement above labeled in section 1. SECURITY DEPOSIT.

Credit Card Type: Visa, MC, Amex, Discover
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Name on CC:

CC #:_____ Exp. Date:_____/____

CVV #:

Date:

Signature:_____ Date (Signature acknowledges Renter has read and agrees with terms and conditions in this contract)

TERMS AND CONDITIONS PLEASE SIGN AND RETURN WITH RENTAL AGREEMENT

- 1. **DEFINITIONS** "Agreement" means all terms and conditions found in the form, any addenda and any additional materials provided at the time of the 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 renters direction. All person's referred to as "You" or "Your" are jointly and severally bound by this Agreement. "Trailer" means 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 until it is repaired or replaced x the daily rate.
- 2. *RENTAL, INDEMNITY AND WARRANTIES* This is a contract for the temporary use of the Trailer at the rental location listed on the contract. The contract does not provide you or any other party with the right to tow or otherwise move it from the rental location listed. Unauthorized movement of the Trailer will result in, at a minimum, a loss of 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 merchant-ability and no warranty that the Trailer is fit for a particular purpose.
- **3.** *CAMPGROUND RESERVATIONS* We are not responsible for campground reservations. All campground reservations must be made separately with the campground site of your choice. 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 12:00p and 5:00p daily. Once you have confirmed your campground location and an approximate arrival time, we will schedule a delivery setup time with you. We will try to accommodate all customers in any way possible.
- **5.** *DELIVERY/SET UP/PICK UP* We will deliver and set up the Trailer at the Rental Location on the Rental Start Date and pick up the Trailer upon completion of your Rental period. Our standard delivery fee is \$175 which includes complete setup and prep. At the time of delivery, one of our staff members will provide you with a complete orientation to show you the safe and proper use of the Trailer and its features. The Trailer will include an instruction manual which will explain the operation of the Trailer. The orientation may take up to (1) hour so please allow time for this. There are no refunds for early departures. The Trailer should be returned without damage. All that we ask is that the dishes be washed, dried and put back and the floors swept and trash taken out. Failure to return without damage and or in an unclean state, this may result in an additional charge. If the incorrect delivery information is submitted through the reservation request form that results in delivering your rental to the wrong location, on the wrong date, or the wrong space/site, a \$100 fee will be deducted from the security deposit.
- 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 can be made by Cash, Cashiers Check (made to Rocky Top Tennessee Camper Rentals), major credit card via PayPal, Stripe, Square or Venmo. Credit Card must be presented at time of rental, along with a current driver's license or other form of acceptable ID.

- **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) unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; c) not complying with all campground rules and regulations, or State or federal laws.
- 9. PERSONAL PROPERTY You release us, our agents, and any employees from 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. PERSONAL INJURY You release us, our agents and any 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.
- 10. RV TOILET <u>Please, even if they say they are flushable</u>, NO WET WIPES, FEMININE PRODUCTS, DIAPERS, PAPER TOWELS, FOOD, GREASE FROM COOKING, DETERGENTS, BLEACH, AMMONIA, ALCOHOLS, ACETONES, FACIAL TISSUES OR REGULAR TOILET PAPER flushed down the toilet. This can result in a major blockage which will result in having the tank flushed out and cleaned. This can result in loss of some, or all of the security deposit depending on the severity of obstruction. <u>PLEASE ONLY USE THE TOILET PAPER RECOMMENDED FOR RV'S/CAMPERS.</u> We provide this for you at "No Charge", but if you bring your own, please make sure it is RV safe.
- 11. NO SMOKING POLICY There is No Smoking inside any of our Trailers. If the Trailer is returned with any evidence that it has been smoked in, it may result in the forfeiture of the security deposit plus any additional charges incurred with cleaning/deodorizing and/or repair.
- **12.** *PET POLICY* We prefer NO PETS. Under certain circumstances, we may approve you having a pet if it meets the criteria, (size, weight, type, breed). If we do approve it, there is a Non-refundable pet fee of \$75.00. If approved, your pet must be treated with flea prevention 48 hours prior to arrival. If approved, your pet must not be left alone in the Trailer unless they are in a secured crate. Any damage caused from the pet will be deducted from the security deposit.
- **13.** *LIMITED SUPPLIES* Holding Tanks Capacity: Fresh Water 43gal.(162.8L), Grey Water(shower/sink waste) 76gal. (287.7L), Black Water (Toilet Waste) 38gal. (143.8L). If you are "dry camping", no city water hookup, then you will need to be mindful of these capacities. The Fresh Water will be filled to start with (dry camping only), so please ensure that these resources last your entire rental period as we will not provide additional (during dry camping). You will have 2 (Full propane tanks), 2 Fully Charged (12V Batteries). We will not provide additional propane, water or batteries during the rental period.
- 14. *GENERATOR* The Trailer comes with a Dual Fuel Generator (Gas/Propane) for an additional charge of (\$100/ unlimited use) if needed. This can be used in an emergency or during dry camping where no power is provided. The generator supplies 110 volt power, plus it has a 30A hookup fr the Trailer. Make sure you know the rules of the campground before renting/using the generator. The gas will be filled prior to you arrival rental date. It will be your responsibility to refuel the generator if necessary. A fuel container will be provided in the Trailer.
- **15.** *APPLIANCES* The A/C, generator, awning, radio, microwave, TV, jack, etc. Are convenience items. If any malfunctions should occur with any of these items, we will do our best to come up with a solution, but make no guarantees or compensation. Please refer to Trailer Manual for assistance first. If unsuccessful, then contact (865) 386-8456.
- 16. AWNING Due to the sudden changes in weather in this area in a matter of minutes, the awning may be used at the Renters risk. The Renter is liable for any and all damages caused to or by the awning. Please retract the awning at night, when leaving for the day, or when windy conditions or storms are in the area. Estimated cost for replacement for just the awning: \$2100

- 17. RENTER DAMAGE If the Trailer and/or contents in the Trailer are damaged during your rental period, you will be responsible to pay for all damage costs regardless whether at fault, or if damage was an act of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you will be responsible for obtaining a police report, contacting other party's insurance if necessary, and contacting us immediately at (865) 386-8456. At check out, we will estimate and survey the damage, if any, and expedite the cleaning and/or repair.
- 18. EARLY DEPARTURES/EXTENDING RENTAL DATES You are responsible for reviewing this Agreement to ensure that all rental dates and rental costs are correct. If you wish to extend the rental period, you must call for approval first as this may interfere with other booking dates. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the Rental Period End Date and you have not contacted us for approval to extend the rental period, you will be charged additional rental day(s), and any other fees incurred by the next renter.
- 19. 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.
- 20. ATTORNEY 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. 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. MODIFICATIONS - No term of this Agreement can be waived or modified except by a writing that we have signed.

Signature: Date:

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

THANK YOU FOR CHOOSING **ROCKY TOP TENNESSEE CAMPER RENTALS!**



"YOUR OUTDOOR ADVENTURE BEGINS HERE"