

**Benoit's RV
Tel# (479) 653-2583**

Rental Agreement

Renter must be 25 years of age or older, Renter must have a valid driver's license. Renter must complete this Agreement and agree to all Rentals Terms and Conditions attached below.

This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the XXXXXXXXX (the "Owner") **Mike Benoit** 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:

Last Name: _____ **First:** _____ **Phone:** _____
DL# _____ **State:** _____
DOB: _____
Rental period: Start: XXXXXXXX **End:XXXXXXXX**

Rental Location:

Hookups: XXXXXXXX

Important Disclosures

- * By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) of the RV in any suit brought against them.
- * You are **financially** responsible for **all** damages (both **exterior and interior**) to, or loss or theft of, the vehicle, which includes the cost of repair or the actual cash value of the vehicle if it is not repairable or if we elect not to repair it, **loss of use**, diminished value of vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit **may** cover some or all of the damages. *You will usually pay only the insurance deductible unless otherwise informed by the Owner.*
- * You must report all accidents involving the RV to us and the police within 24 hours of occurrence.
- * You also understand and agree that there are conditional fees that may or may not be charged to you after the rental has been completed based on usage and damages.

Terms and Conditions

- * **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.
- * The refundable security deposit for this rental is **\$750.**
- * **1 set of keys are provided. If lost or misplaced there will be a replacement fee of \$30.**

- * **Without prior permission pets are not permitted in the RV.** There is a \$50 pet fee. This fee covers the extra cleaning and supplies required for effective pet clean up. If there is evidence of a pet without permission, you will be subject to an additional cleaning charge of **\$99** plus forfeiture of your entire security deposit at the manager's/owner's discretion. If a pet is permitted you are not allowed to leave the pet in the RV unattended, you are required to keep the pet in a kennel during prolonged absences.
- * No refunds are provided for early returns as the rental site RVShare does not allow changes to the rental once payment has been processed.
- * **The power awning** is very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the RV is left unattended. Renter is responsible for all damages that occur from use of the awning due to weather or misuse.
- * **Hauling and Delivery.** Renter's liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily unless discussed and agreed upon by Owner and Renter.
- * **Renter is responsible for monitoring power usage.** Be careful about using more than one appliance at a time or it will blow a fuse. Included with rental is a bluetooth power surge protector that you can monitor all the power from inside the RV on your phone via the app.
- * Please clean all dishes and put away at the end of rental if applicable. Leave linens in the beds and the dirty towels/rags in provided trash bags. Any heavily soiled linens please try and put in separate trash bags. You agree to return the RV in the same condition in which it is received. This includes odor-free and clean in the interior of the RV. **If left excessively dirty, a \$95 cleaning fee will apply.**

Monitoring Holding Tanks

- * **You are responsible for checking and maintaining all fluid levels during the rental period.**
- * 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.
- * **Unless connected directly to sewage hookups the holding tanks can fill up quickly depending on your water usage.** Owner is not responsible if tanks are full before the rental is over. Showers and washing dishes will fill up the gray tank quickly. It is advised to wash dishes outside, at the water spigots, and take showers at the camp bathhouse as needed if stay exceeds 4 days without sewage hookups.
- * **Overflow of either gray or black tanks into the RV, will result in \$399 cleaning fee plus additional costs related to any flooding or water damages, plus forfeiture of your entire security deposit at the owner's discretion.**
- * **Unless connected to a direct water line, the toilet cannot be used. (Please speak with the Owner about filling the fresh water tank.)**

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 RV without legal process, and/or legal action:
 - a) the unauthorized towing, moving or other prohibited use of the RV;
 - b) accessing or walking on the roof of the RV; and

c) not complying with all campground rules and regulations, or State or federal laws.

- * At no time should anyone ever climb up onto the roof of the RV. ***This area is completely off limits.***
- * The RV furnishings are not to be removed from the vehicle nor relocated outside.
- * **Smoking/vaping is not permitted in the RV.** If there is evidence of smoking, vaping or other strong smoking odors, this includes medical marijuana, you will be subject to the additional cleaning fee of **\$399** plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
- * **Tampering with the control panels and fuses is strictly forbidden.** Doing so can result in damages, and potentially your deposit. Everything will be set up by the owner.
- * Unless written authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the rental period.
- * The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible.
- * You agree not to move the RV from the specified location unless prior authorization is received from the Owner.
- * You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
- * You have truthfully disclosed the identity and proper age of all drivers. **Valid Driver's License.** An acceptable, valid driver's license issued from your country of residence must be presented at the time of rental.
- * You agree that all insurance information (if applicable) provided is true and valid.
- * We may use your security deposit to pay any amounts owed to us under this Contract, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
- * This is a contract for Rental of the RV. We may repossess the RV at your expense without notice to you, if RV is abandoned or used in violation of law of this contract, or if there is imminent danger for the vehicle. 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 Vehicle.
- * We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
- * You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- * No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the State of **Arkansas apply in this contract.**
- * **Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. These include but are not limited to: microwave, TVs, antennas, radios, toasters, hair dryers, fans, coffee makers, fire place, and other small appliances within or pertaining to the rental vehicle.**
- * **Refunds: No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.**
- * A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the

performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Contract does not constitute a waiver of any other provision of this Contract. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this Rental or the reservation of a vehicle.

- * If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Definitions

- * "Contract" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- * "You" or "your" means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and separately bound by this Contract.
- * "We," "our," "us," "I," or "my" means the private owner(s) and property manager(s) renting the vehicle to you.
- * "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- * "Vehicle" means the recreational vehicle identified in this Contract.
- * "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract in its entirety, including the Terms and Conditions before being asked to sign

Renter(s)' Signature: _____

Date:

Owner(s)' Signature: _____

Date: