Christine's RV Rentals 419-961-8663

Rental Agreement

	Renter(s) Information:		
Renter's Full Name			
Full Address			
Phone			
Email			
Driver's License No.			
Exp. Date			
Birth Date			
Renter's Insurance Carrier			
Additional Driver's Name			
Driver's License No.			
Exp. Date			
Birth Date			
	Owner(s)/Property Manager Information:		
Owner/Manager's Full Name			
Full Address			
Phone			
Email			
Vehicle			
VIN			
License No			
	Definitions		

- "Contract" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of
- "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.
- "Web Platform" means the rental search engine that may have been used by the private owner(s) and manager(s) as an intermediary.
- "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.

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) and Property Manager(s) of the RV in any suit brought against them.
- You are covered by a web platform supplied insurance policy with a \$1,500 deductible, or by a Certificate of Insurance from your insurance company, or by a commercial insurance policy from the owner. Interior damage is not covered by the policy.
- You are financially responsible for all damage (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.
- You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.
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•	Rental. You also understand and agree that completed based on usage and damages.	, ,	. , , , ,	•
		Terms and Condition	ns	
1.	, 	agree to rent the		from
	Owner(s)) und	er the following terms and condi	tions:	
2.	The rental shall be from	to	(? nights).	
3.	The sum of the rental shall be <u>\$???</u> USD.			
		_	Renter's Initials	1 of

- 4. The refundable security deposit for this rental is \$1,500. The mandatory Preparation and Sanitation fee is \$125.
- 5. 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
- 6. Fee for Late Returns: If you are late returning the unit there is a \$10 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.
- 7. 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.
- 8. Smoking/vaping is <u>not</u> permitted in the unit: If there is evidence of smoking, vaping, cigars, pipes or other strong odors, you will be subject to the additional cleaning fee of <u>\$399</u> plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion
- 9. 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.
- **10. DRY CAMPING:** Hook ups to electricity and water must be available during your rental. Short term boon docking must be approved by us beforehand. Dry camping/boon docking without owner's approval will forfeit your entire security deposit.
- 11. 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.
- **12. 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.
- 13. 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. Awnings ARE NOT COVERED by insurance and you will be responsible for paying for the damage. If you must use the awning, please do not use it under bad weather and do not leave it out overnight or unattended.
- 14. Generator: \$60 a day. Unlimited hours are included. You are responsible for checking the oil every 25 hours of usage. Generator will come with a full tank of gas and an empty 5-gallon gas can. Generator is expected to be returned with a full tank of gas or the 5-gallon gas can should be full. Generator Damage: Should any damage occur to generator you will be charged replacement cost of generator.
- **15. Pets:** You MUST have approval from us before allowing a pet in the RV. When unattended in the camper all pets must be crated. Any sides of pet accidents, odor or damage will result in loss/forfeiture of the entire security deposit.
- 16. 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. We have <u>72</u> hours from the time we pick up the RV to inspect it for damage not noticed at check in. You have <u>72</u> hours from the time we submit the final check-in forms to dispute any damages or other charges.
- 17. 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.
- **18. 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.
- 19. 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 up to \$399.
- 20. You understand that a cleaning fee is not the same as a prep and sanitation fee which is not the same as a wastewater dumping fee.
- 21. Waste Holding Tanks: Waste holding tanks must 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. No honey wagons of pumping out of waste tanks. You will be responsible for paying for the damage done by using honey wagons or pumping out of waste tanks. Dump charge of \$100 will be assessed if black or grey tanks are not emptied prior to return if you did not pay for dumping during reservation.
- 22. You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
- 23. You acknowledge that there might be a GPS tracker in the RV.
- **24. Propane:** Tanks are checked and filled as needed before each rental. Any additional propane needed during rental period will be at renter's expense. Propane tanks are to be filled only. Please do not turn tanks in for an exchange.
- 25. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period. 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.
- **26.** 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
- 27. Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the Property Manager(s) or Owner(s) during the trip will be done for these items if there are issues.

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These include Awing's, TVs, antennas, CD and DVD players, radios, satellite radios, microwave, hair dryers, fans, coffee makers, vacuum cleaners and artificial fireplaces.

- 28. 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.). This includes damaging the vehicle roof by sitting, standing, or lying on the roof of the Vehicle. If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at Brock Turner 419-961-8649 or Christine Turner 419-961-8663.
- 29. The following acts or uses of the Vehicle are prohibited and may result in forfeiture of the entire security deposit: (a) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (b) damaging the Vehicle by placing signs, lettering or painting on the outside of the Vehicle; (c) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle.
- **30.** You agree that all insurance information (if applicable) provided is true and valid.
- **31.** We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of LP gas, wastewater dumping, time, 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 you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
- **32.** This is a contract for Rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Contract. 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.
- **33.** 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.
- **34. Power Cords & Sewer hoses:** If Shore-power electrical cord is damaged **\$200** will be charged to replace it. If 50AMP adapter is lost or damaged you will be charged **\$75** to replace.
- 35. Supplied items: Should any items go missing or become damaged you will be charged replacement cost of item(s).
- **36. Personal Property:** You release Brock & Christine Turner 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.
- **37. Personal Injury:** You release Brock & Christine Turner, 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.
- 38. You agree to pay us on demand for all charges due us under this Contract, including but not limited to: (a) time for the period during which you have the Vehicle; (b) charges for the optional services; (c) applicable taxes if any; (d) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (e) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of \$??? for each day that it is unusable or unrentable (this applies only to off-platform rentals); (f) we will not refund any of the time charges if you return the vehicle earlier than the date or time due in.
- **39.** We may use your deposit to pay any monies owed us under this Contract.
- **40.** 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.
- **41. 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.
- **42. 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.
- 43. Modifications: No term of this Agreement can be waived or modified except by a writing that we have signed.
- **44. 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.
- **45.** If unit has to be moved after it has been set up additional charges will apply.

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. Your signature authorizes us to process payment from you for all charges due under this Contract, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

Renter(s)' Signature:	Owner(s)' Signature:	
Renter(s)' Name:	_Owner(s)' Name:	
Date:	Date:	
Time:	Time:	