## DRAY RENTALS, LLC DBA LAKE EDGE RENTALS VEHICLE RENTAL AGREEMENT

This Vehicle Rental Agreement ("**Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Dray Rentals, LLC, a California, limited liability company, doing business as Lake Edge Rentals ("**Lake Edge Rentals**"), and the person whose name appears at the end of this document ("**Customer**"). Lake Edge Rentals and Customer may be referred to herein jointly as the "Parties," and individually as a "Party."

- 1. <u>Vehicle and Related Equipment Rental</u>. Customer hereby agrees to rent from Lake Edge Rentals the recreational vehicle/trailer ("Rented RV") and/or other related equipment ("Equipment") more fully described in Exhibit "1." Customer agrees to pay the rental fee(s) and the security deposit for the Rented RV and Equipment as set forth in Exhibit "1." Customer represents and warrants that they are familiar with and possess all skills necessary to tow and operate the Rented RV and Equipment. Customer shall pay the full booking fee plus a security deposit in the amount set forth in Exhibit "1," upon the submission of this Agreement ("Deposit"). The Deposit shall be applied towards the rental fee for the Rented RV and/or Equipment. Once paid and accepted, the Rented RV will no longer be made available to others. Once the payment Deposit and paperwork are received and approved.
  - 2. <u>Title to Rented RV and Equipment</u>. Title to the Rented RV and Equipment will remain at all times with the owner of the Rented RV, or Lake Edge Rentals, as applicable. No title or rights to the Rented RV and Equipment will pass to Customer. Customer's only right will be to utilize the Rented RV and/or Equipment during the rental period, pursuant to the terms of this Agreement.
  - 3. <u>Use of Rented RV and Equipment</u>. Customer will keep the Rented RV and Equipment in good condition and working order and will only use the Rented RV and Equipment for their intended purpose. Customer will not change or alter the Rented RV or remove Equipment from the Rented RV. Violation of this Section 3 by Customer will result in Customer being responsible for the replacement cost of the Rented RV and/or Equipment, as set forth in Section 8.

Customer further agrees: (a) that the Rented RV will not be towed "off road," and will **only** be towed and operated on publicly and privately maintained roads; (b) that the Rented RV will only be used in designated camping areas, approved for RV use; (c) to adhere to all vehicle and operational laws, including towing capacity and speed limits, as applicable; (d) that the Rented RV shall not be used to carry passengers while being towed; (e) that the Rented RV shall not be used to carry property in excess of the rated capacity of the Rented RV; (f) that Customers will not use the Rented RV to tow any other trailer, car or thing; (g) that Customer will not use the Rented RV for any commercial purpose; (h) that Customer will not use the Rented RV for any illegal purpose, including any drug use in the Rented RV; (i) that Customer will not tow or operate the Rented RV in a negligent matter; (j) that Customer will not tow or operate the Rented RV outside the area of use designated on Exhibit

"1"; (k) that only the person(s) listed on Exhibit "1" will tow or operate the Rented RV; and (l) that Customer will not remove or disable the Co2 detector(s), smoke detector(s), fire extinguisher(s), generator, appliances, mattresses, furniture, stereo system, fuel station, or other "built-in" items, from the Rented RV.

Customer must have a valid California driver's license.

- 4. <u>Training</u>. When Customer picks up the Rented RV, Lake Edge Rentals will complete a pre-rental orientation of the Rented RV that will take approximately 1-2 hours, depending on any prior experience the Customer has with a travel trailer. It takes time to do a thorough and complete training session, so Customer must plan accordingly. Failure to take part in adequate training will result in this Agreement being automatically cancelled, with no refunds being paid to the Customer. If the Customer is more than ninety (90) minutes late for their training, Lake Edge Rentals reserves the right to cancel the reservation or reschedule the arrival time at its discretion.
- 5. <u>Linens</u>. Linens shall be provided as part of the rental.
- 6. <u>Return of Rented RV</u>. Customer will be responsible for returning the Rented RV and/or Equipment at the agreed to RENTAL RETURN APPOINTMENT TIME set forth on Exhibit "1," in the same condition in which it was rented, including: (a) cleaning the Rented RV; (b) dumping the clean, grey, and black water tanks; and (c) refilling the propane tanks. Customer must comply with all requirements contained in Exhibit "2."

When the Rented RV is returned, it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from Customer's vehicle. Once unhitched, the Rented RV will not be allowed to be taken anywhere else and the rental period will be considered complete. A preliminary walk through will be completed and a precursory Return Form will be provided. Photos will also be taken by Lake Edge Rentals for reporting to rental platform &/or insurance. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.

If Customer fails to complete any of the tasks set forth in this Section 6, Customer will be charged, as applicable, as set forth in Exhibit "2."

If Customer returns the travel trailer early, Lake Edge Rentals does not refund Customer for any days the Rented RV is not used. This includes any days lost due to a motor vehicle accident involving the Rented RV.

7. <u>Term and Termination of Agreement</u>. This Agreement shall continue in full force and effect until the earlier of (a) the date the Rented RV and Equipment is returned by Customer to Lake Edge Rentals and all amounts due hereunder have been paid in full, or (b) the date the Rented RV and/or Equipment is/are

purchased by Customer on terms mutually acceptable to Customer and Lake Edge Rentals. Customer will continue to be responsible for the payment of all charges and costs incurred hereunder until the earlier of (a) the date the Rented RV and Equipment is returned to Lake Edge Rentals; (b) Customer reimburses Lake Edge Rentals for the Rented RV and Equipment, as applicable, pursuant to Section 8; or (c) the date the Rented RV and/or Equipment, as applicable, is/are purchased by Customer from Lake Edge Rentals.

- 8. Liability, Hold Harmless and Indemnification. During the term of this Agreement, Customer is solely responsible for any loss or damage to the Rented RV and Equipment. Customer is also solely liable for all claims, including, but not limited to, workers' compensation claims or claims for personal injury or damage to property, arising, directly or indirectly, out of the use of the Rented RV and Equipment. Customer hereby assumes and shall bear the entire risk of loss for theft, fire, damage, destruction or other injury, including death, arising from or relating to the use of the Rented RV and Equipment from any and every cause whatsoever. Customer agrees to indemnify and hold the owner of the Rented RV and Lake Edge Rentals harmless from any claim arising out of the use of such Rented RV and Equipment, including all legal fees incurred by the owner of the Rented RV and Lake Edge Rentals. No loss or damage shall change or terminate the obligations of Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Rented RV and/or Equipment (or any component thereof), Customer will pay the total of all unpaid rental payments and the cost to replace or repair the Rented RV and/or Equipment, as applicable. Customer's indemnification of the owner of the Rented RV and Lake Edge Rentals, for events that occur during the term of this Agreement, shall survive the termination of this Agreement.
  - 8.1 <u>Toll Roads, Red Light Cameras, Parking Tickets</u>. Responsibility for any traffic, toll or parking violations will be paid by the Customer. Additionally, Customer will be charged a \$100 fee for each such violation, chargeable to the credit card on file.
- 9. Payment; Required Credit Card Information and Insurance. A valid Mastercard, Visa or American Express credit card, or a sufficient cash deposit, is required for the rental and other charges incurred under this Agreement (including payment for the Rented RV and Equipment in the event of loss or damage as provided in this Agreement). Customer hereby authorizes Lake Edge Rentals to charge the credit card provided for the charges incurred and any additional fees as set forth in this Agreement and the Exhibits attached hereto. Customer hereby certifies that the information provided with the credit card is true and correct as of the date given, and will remain true and correct throughout the term of this Agreement. If, for any reason, the information or validity of the credit card changes or expires, Customer must immediately provide a valid replacement credit card, which Customer authorizes to be charged for all outstanding sums due under this Agreement. At the time of booking the rental, Customer must obtain insurance directly from the provided

broker through MBA Insurance Division for the term of the rental. If booking through a 3<sup>rd</sup> party system, then the insurance is purchased through the 3<sup>rd</sup> party (Outdoorsy or RV Share), not through MBA.

- 10. <u>Failure to Return Rented RV and Equipment</u>. If the Customer does not return the Rented RV and Equipment (or any component thereof) when due, Lake Edge Rentals may (a) enter Customer's premises and remove the Rented RV and Equipment (or any component thereof), without notice, and/or (b) pursue any other legal remedies available to it in law or equity. A fee of \$75 per <u>hour</u> will be charged if the Rented RV is returned later than the agreed upon time. If the Rented RV is returned after the operating hours of Lake Edge Rentals, it will be checked in the next business day, during operating hours, and any applicable damages will be applied to Customers security deposit or credit card on file. Customer shall forfeit their right to complete a return walkthrough, if the Rented RV is returned at a time different than indicated in Exhibit "1."
- 11. <u>No Waiver</u>. Waiver of a breach or failure to strictly enforce the terms of this Agreement shall not preclude Lake Edge Rentals from asserting a subsequent or continuing breach, or from otherwise requiring strict compliance with the terms of this Agreement.
- 12. <u>Warranties</u>. LAKE EDGE RENTALS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE OF THE RENTED RV AND/OR EQUIPMENT. IN NO EVENT SHALL LAKE EDGE RENTALS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF PERFORANCE OF THE RENTED RV, THE EQUIPMENT, OR ANY PERFORMANCE BY LAKE EDGE RENTALS. THE SELECTION OF THE RENTED RV AND EQUIPMENT FOR THE PARTICULAR PURPOSE OR USE IS BEING MADE BY CUSTOMER.
- 13. <u>Limitation of Liability</u>. In the event that Lake Edge Rentals is liable for any act, breach, or damage to Customer, Lake Edge Rentals' obligation will be limited to the rental amount paid by Customer for the rental of the Rented RV and/or Equipment.
- 14. <u>Governing Law</u>. This Agreement will be governed by the laws of the State of California, both as to interpretation and performance. This Agreement is to be performed in Riverside County, California.
- 15. <u>Attorney's Fees</u>. In the event legal action, including arbitration, is required to enforce this Agreement, the prevailing Party will be entitled to all costs and expenses, including court costs, legal fees and arbitration costs.

- 16. <u>Arbitration</u>. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including, but not limited to, the validity and enforceability of this Agreement under all Federal and State Laws, will be settled by binding arbitration in accordance with the appropriate rules of the Judicial Arbitration and Mediation Services (JAMS), and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration award will be binding on the Parties. Such arbitration will be conducted before JAMS in Riverside, California. The Parties may seek or obtain any provisional remedy, including, but not limited to, a prejudgment writ of attachment or other injunctive relief, in a court of competent jurisdiction, without waiving the right to arbitration hereunder.
- 17. <u>Entire Agreement</u>. This Agreement, including the terms and conditions set forth in Exhibits "1" and "2," constitutes the entire Agreement between the Parties on the subject matter referred to herein. This Agreement supersedes all prior oral or written agreements between the Parties. This Agreement may be amended only as mutually agreed upon in writing by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"CUSTOMER"

DRAY RENTALS, INC.

Print Name:

By: \_\_\_\_\_\_ Its: \_\_\_\_\_

#### EXHIBIT "1"

#### LAKE EDGE RENTALS, INC. RENTAL FEES

# VEHICLE TO<br/>BE RENTEDCOST PER FULL DAY<br/>COST PER WEEKSECURITY<br/>DEPOSIT

Plus costs of mandatory insurance of \$\_\_\_\_\_\_. Insurance must be purchased directly from the provided broker through MBA Insurance Division for the term of the rental. If booking through a 3rd party system, then the insurance is purchased through the 3rd party (Outdoorsy or RV Share), not through MBA.

#### OTHER EQUIPMENT TO BE RENTED (FEE FOR EQUIPMENT):

EQUIPMENT TO BE RENTED	<u>COST PER</u> FULL DAY	<u>SECURITY</u> <u>DEPOSIT</u>
	· · · · · · · · · · · · · · · · · · ·	
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(Unlicensed individuals are prohibited from using the Equipment alone if a valid license is required)

**RENTAL PERIOD**: From \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, n.m./p.m. to \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_, 20\_\_\_, 20\_\_\_, 20\_\_\_\_, 20\_\_\_, 20\_\_\_\_, 20\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, 20\_\_\_, 20\_\_\_\_, 20\_\_\_, 20\_\_\_\_, 20

a.m./p.m.

RENTAL RETURN APPOINTMENT TIME: \_\_\_\_\_

TOTAL AMOUNT DUE UPON RENTING THE VEHICLE AND EQUIPMENT SET FORTH ABOVE IS: \$\_\_\_\_\_.

#### **REFUND POLICY**

- 1. \$500 IS NON-REFUNDABLE FROM THE DATE OF BOOKING.
- 2. IF CANCELLATION IS MADE BETWEEN 14 AND 30 DAYS OF THE SCHEDULED RENTAL DATES, CUSTOMER SHALL BE ENTITLED TO A FIFTY PERCENT REFUND OF THE BOOKING AMOUNT AND RETURN OF THEIR SECURITY DEPOSIT.
- 3. IF CANCELLATION IS MADE WITHIN 14 DAYS OR LESS OF THE SCHEDULED RENTAL DATES, CUSTOMER SHALL ONLY BE ENTITLED RETURN OF THEIR SECURITY DEPOSIT, AND THE REMAINING FEE SHALL BE NONREFUNDABLE.

 CUSTOMER IS PROVIDING A
 CREDIT
 CARD,
 CARD,

 NUMBER\_\_\_\_\_\_, CV
 AREA CODE\_\_\_\_\_TO BE HELD ON FILE, OR \$\_\_\_\_\_\_

 \_\_\_\_\_\_CASH, AS A DEPOSIT. THE CASH DEPOSIT WILL BE REFUNDED BY

 CHECK, WITHIN 7 DAYS OF THE RENTED RV AND EQUIPMENT BEING RETURNED, LESS

 ANY OFFSETS AS PROVIDED IN THE RENTAL AGREEMENT.

## PERSON(S) AUTHORIZED TO OPERATE RENTED RV AND OTHER EQUIPMENT:

Driver's License No.:	DOB
Driver's License No.:	DOB
Driver's License No.:	DOB
ACKNOWLEDGED AND AGREED TO:	
Customer Signature	

Date

## EXHIBIT "2" GUIDELINES

#### BOONDOCKING/DRY CAMPING

Camping without hookups (water, sewer, electric) restricts the capabilities of the RENTED RV. You are limited to freshwater tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the Customer. We take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities.

#### DAMAGE AND REPAIRS

Any damages need to be reported to us immediately. Do not repair anything until you've spoken to us about it. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed. If the RENTED RV, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to, couches/chairs, beds/bedding, counters, walls, etc., are damaged during your rental period you are responsible for paying all damages, whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, you are responsible for obtaining a police report, and notifying us immediately. THE RENTAL PLATFORM (Outdoorsy, RV Share, etc.) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the trailer is charged to the renter, via cash upon return or charged to your security deposit.

#### CLEANING INFORMATION

Your rental Agreement requires you to return the Rented RV and Equipment to us in a clean re-rentable condition both on the inside and the exterior of the vehicle. Here are some guidelines to help you with cleaning our vehicle.

#### ROOFTOP USAGE

Customer is not allowed the use of the travel trailer's rooftop for any purpose or reason. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of Customer's security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.

#### INTERIOR

The vehicle needs to be as clean, or cleaner, as when you received it. This means no soil on the carpet, in the sinks, toilet, or shower, and all carpeted and fabric surfaces vacuumed. Non-abrasive household cleaners work well.

#### APPLIANCES

The A/C, radio, microwave, television, awning, jacks are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. Fixing any malfunction is not guaranteed. In case of any malfunction please contact us immediately for assistance and we will do our best to troubleshoot or attempt to have someone come to you for repairs.

#### NO DRUGS

Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any trailers returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect the evidence.

## DO NOT USE ABRASIVE CLEANERS SUCH AS AJAX OR COMET!

They will cause scratching which may require us to replace the component at your expense.

#### SEPTIC TANK DUMPING Black and Grey Tanks

It is important that the waste tank be evacuated and flushed prior to your return. It's best to pull the black tank (toilet) lever first, wait a few minutes and then pull the grey tank (sink/shower) lever. This will allow any toilet debris to flush from the tubes. When it appears nothing more is releasing from either tank, check the sensors inside the RV to make sure the black and grey sensors are reading EMPTY. If either tank is not reading empty you must close the dump valves and fill either the toilet (black tank) or shower (grey tanks) with water. Let sit for a few minutes and dump again. Hint: Sometimes there may be a plug (wad of toilet paper) at the TOP of the black tank which prevents a complete evacuation. Open the toilet valve as if to flush the toilet and see if you can see the bottom of the tank or if there might be a plug. There should be nothing, including, but not limited to, feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with many rolls of RV safe toilet paper and we ask that this is the **ONLY** thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove.

#### CLEANING & EVACUATION FEES

WE DO FURNISH BASIC CLEANING SUPPLIES. PLEASE ALLOW TIME FOR YOU TO CLEAN VEHICLE BEFORE RETURNED. WE DO NOT ALLOW GARBAGE REMOVAL AT OUR SITE. VEHICLE MUST BE RETURNED AT YOUR DESIGNATED TIME, EXACTLY THE WAY YOU PLAN TO HAVE US CHECK IT IN.

Normal interior cleaning (light sweep, vacuum, general wipe down): \$150 Deep Cleaning (determined at time of return): \$300 Excessive cleaning (determined at time of return) \$80/hr.

\*\*\*It is NOT necessary or required to fill the freshwater tank!\*\*\*

#### AWNINGS

Customers shall be allowed to use the exterior awning, but are advised to use caution! Awnings are NOT COVERED by insurance, and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% the responsibility of the Customer and will exceed the security/damage deposit amount. Customer are prohibited from using the awnings in winds that are 12 mph or higher.

#### PETS

You MUST request & get owner approval before allowing a dog in the Rented RV. All pets over 50 pounds are strictly prohibited. (BREED RESTRICTIONS) Owner reserves the right to accept or decline any pet, for any reason. Dogs are not allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. We charge a \$30 fee per night for dogs and require an additional \$250 deposit per dog. If any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly. If any large amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee for this to be removed.

(See Fees Addendum)

## IMPORTANT DAY OF PICK UP INFORMATION

We know that the days leading up to your vacation can be hectic. To ensure that your rental pick up goes smoothly. We have highlighted these important items that cause most of our departure delays. Thank you and we are looking forward to putting you on the road to your RV Adventure!

\*It is vital that ALL drivers and the person whose name is on the rental contract be here, in our office, on the day of departure to sign the rental agreement.

Make sure you have with you:

1. Valid driver's license with picture.

2. The actual credit card you wish to use. We cannot accept a card in someone else's name, nor can we use merely the number you provided on the reservation contract. The card must be valid and available for imprinting. Many customers find it helpful to make sure they have a card with sufficient credit line to accommodate the charges.

3. SECURITY DEPOSIT(S) in Cash, Certified Check, Money Order or authorized credit card.

\*\*\* REMINDER \*\*\* CHECKS ARE NOT ACCEPTED AT TIME OF PICK UP FOR RENTAL, BALANCE, OR THE SECURITY DEPOSIT.

TRAILER RENTALS: Make sure that your hitch ball is 2&5/16" for towing and that your WIRING IS IN WORKING CONDITION WITH PROPER FUSES PRIOR TO ARRIVAL. Hitches will be provided.

Hitch height must be \_\_\_\_\_ " from the ground to the top of the hitch ball. Allow 1"-2" or more of a drop due to varying trailer tongue weight, when trailer is attached to your vehicle.

If you are having a hitch installed, be sure that you have an appointment to do so PRIOR to time of departure. The travel trailer you are renting requires a 7-round plug (6 flat pins & 1 round pin) and an electric trailer brake controller.

Be sure all has been installed and in working condition prior to departure!

Your rented trailer weighs \_\_\_\_\_ lbs. with water and gear. It is your responsibility to check your vehicle owner's manual and be assured your vehicle will safely pull and stop the trailer.

Remember your departure will take about an hour to sign final papers, perform the comprehensive interior and exterior orientation and familiarization walk through that will instruct you on the safe use of our vehicle. And while we know that all who will be traveling will be excited to jump in the RV, however we ask that you instruct all except two who will actually be operating the RV, to stay on the outside of the RV until all interior orientation is complete. This will assure that those operating all functions of the RV will be allowed undivided attention. We most certainly appreciate your cooperation in this matter, for the safety of your family!

## PRE-PAID PROPANE OPTIONS

YOU WILL USE PROPANE! Whether you are going to plug in or not, propane operates your refrigerator which is turned on and cold prior to your arrival, propane heats your hot water, and propane operates your stove and oven.

Please Mark the appropriate line:

\_\_\_\_\_ I wish to purchase the pre-paid propane option \$40.00

\_\_\_\_\_ I Do Not wish to purchase a pre-paid propane option and I do understand that if I do not return the RV with the propane replenished, I will be charged \$80.00

#### PRE-PAID DUMP OPTION

#### \$125.00

Pre-paid option allows you to return RV with holding tanks full and Lake Edge Rentals will dump for you. If the pre-paid option is NOT purchased prior to departure, it may not be utilized. If pre-paid option is not utilized, the following charges will apply if black and grey holding tanks are NOT EMPTY, prior to return: \$175.00 if tanks are full and pre-paid option was not selected.

\*\*\*Please do not throw wads of toilet paper or feminine products down the toilet. There should be nothing, including, but not limited to, feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear.

You will be provided with many rolls of RV safe toilet paper and we ask that this is the **ONLY** thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove. This may cause your tanks to read full even if you've released the valves and nothing else comes out. Do not run your remaining fresh water down the septic to flush. Please immediately contact us and we will assist in emptying the tanks.

Please mark appropriate line:

\_\_\_\_ I wish to purchase the pre-paid dump option for \$125.00

\_\_\_\_\_ I Do Not wish to purchase a pre-paid dump option and I do understand that if I do not return the RV with the holding tanks EMPTY, I will be charged \$175.00

#### DELIVERY CHARGES & AGREEMENT

Delivery includes drop-off, set up, leveling, walk through, break down and pick-up. Delivery Charge \$\_\_\_\_\_ TO:\_\_\_\_\_ A late fee of \$75.00 per hour will be charged.

#### SMOKERS, ODORS OR PETS

1. There is a \$1500.00 fumigation fee for rentals having any evidence of smokers or unauthorized pets. This charge is at the sole discretion of Lake Edge Rentals. Our main concern is for the health of subsequent renters. 2. It is highly recommended that all windows be closed while a campfire is burning. Campfire smoke is the same as cigarette smoke and will be charged accordingly as well.

3. We enforce a strict NO SMOKING policy.

4. We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as the long term storage or cooking of odorous foods These must be prepped/cooked outside the RV. If odors are detected you will be charged the Deep Cleaning Fee of \$300. Many trailers are equipped with an outside kitchen and stove for your use, if needed in the preparation and cooking of odorous food items. In the event a deep cleaning does not remove the odor, you will be charged mitigation fees to address the odor.

## FUEL REPLENISHMENT

If rental is a motor home you will be subject to gasoline/diesel replenishment cost upon return to Lake Edge Rentals facility.

## CAMPSITE/PARKING ACCOMMODATIONS

Always make sure your campsite reservation will accommodate the size of RV you have rented. If the RV will not fit safely, Lake Edge Rentals will not take the risk of doing any damage to the unit itself or a company vehicle. Please keep in mind, if your campsite has hook ups and you wish to utilize them, make sure the RV is able to park close enough with the following equipment:

- 1.) Electrical Cord: 25 ft long 30 amp dedicated plug required-comes with unit
- 2.) Sewer hose: 12 ft long
- 3.) Fresh water hose: 25 ft long (two provided)

Date:

Renter's Signature

## FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING THE KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE AGREEMENT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT, AND ANY ADDITIONAL COST, IF NECESSARY, WILL BE CHARGED TO YOUR CREDIT CARDON FILE. BY SIGNING THIS, YOU ARE AUTHORIZING LAKE EDGE RENTALS TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

LOCKOUT: **\$50** charge will be assessed per key if lockout occurs in addition to \$2 per mile for owner to come and unlock RV.

MISSING KEY(S): **\$50** charge will be assessed per each missing key(s).

ABANDONMENT/RETRIEVAL: **\$3,000** charge will be assessed if renter abandons RV at any location or any time during rental period and owner must recover RV, or if owner must retrieve the RV for any reason other than what has been discussed at time of booking.

\*\*ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 5%.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Signature and Date

## WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, \_\_\_\_\_\_, do hereby voluntarily and freely execute this Waiver, Release and Indemnity Agreement (the "Agreement") and certify that I have personally requested the delivery and use of the Rented RV and/or the Equipment.

By signing this Agreement, I agree to abide by Dray Rental's Guidelines. I further agree to assume responsibility to receive the Rented RV and Equipment upon delivery and notify Lake Edge Rentals for pickup of the Rented RV and Equipment at a time mutually agreed upon by both Parties. Upon delivery of the Rented RV and Equipment, I agree to inspect the Rented RV and report any defects or damage to Lake Edge Rentals prior to my acceptance of the Rented RV. I further agree to return the Rented RV and Equipment to Lake Edge Rentals in the same condition in which it was received, save for ordinary wear and tear which may occur. I further agree to report to Lake Edge Rentals any damage to the Rented RV and/or Equipment, which occurs while it is in my possession.

BY SIGNING THIS AGREEMENT. I AGREE TO ASSUME FOR MYSELF AND THOSE I PERMIT TO USE THE RENTED RV AND THE EQUIPMENT THE RISKS AND DANGERS RELATED TO THE USE OF THE RENTED RV AND/OR EQUIPMENT. I DO HEREBY RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS AND FOREVER DISCHARGE LAKE EDGE RENTALS, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION OR CAUSES OF ACTION FOR ANY AND ALL CLAIMS, PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY LOSS OR DAMAGE, INCLUDING ATTORNEYS' FEES, THAT ANY THIRD PARTY, I OR MY HEIRS, SUCCESSORS AND ASSIGNS MAY HAVE OR MAY HEREAFTER ACQUIRE AGAINST LAKE EDGE RENTALS, WHICH MAY ARISE IN ANY MANNER WHATSOEVER FROM USE OF THE RENTED RV AND/OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO: (A) PERSONAL INJURY TO PERSONS OR PROPERTY DAMAGE THAT MAY ARISE FROM AN ERROR, OMISSION, NEGLIGENT OR INTENTIONAL ACT OF MYSELF; (B) PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF A THIRD PERSON; (C) PERSONAL INJURY OR PROPERTY DAMAGE THAT MAY ARISE FROM THE NEGLIGENT (WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE) OR INTENTIONAL ACTS OR OMISSIONS OF LAKE EDGE RENTALS, ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES; AND (D) WRONGFUL DEATH CLAIMS. IT IS FURTHER AGREED THAT THE EXECUTION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY LAKE EDGE RENTALS OF ANY AND ALL DEFENSES, AT COMMON LAW OR STATUTORY, FEDERAL OR STATE, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL IMMUNITY.

I certify that I will not allow any unlicensed individuals or minors to operate the Rented RV or the Equipment. In the event that a minor does so, the above waiver shall apply the unauthorized use by a minor.

I certify by my signature below that I am duly qualified and of legal age to sign this Agreement. I further certify that I have read and understand all the terms and conditions contained herein.

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_.

Signature:	