

ADDITIONAL TERMS – RENTAL CONTRACT

Renter(s): _____ (hereinafter referred to as "Renter(s)")
(Print Name)

Rental period: _____ to _____ ("rental period")

Renter hereby agrees to the following terms:

- 1) **Prepaid Late Return:** All rentals are due back on the return day at 11:00 am. If you are unable to return by 11:00 am, we offer a late return option that extends the return time to 2:00 pm for \$100 payable upon return. This is based on availability and must be selected at time of pickup. If you need to return later than 2:00 pm, you will need to extend your rental by another day. **Renters travelling to/from the airport, may have different return times.
- 2) **DAMAGE DEPOSIT** is required for all rentals: A pending charge of \$500 will be made to this credit card just prior to the rental period and will be released after inspection following the rental. The damage deposit is provided as security against damage to the RV, theft, and violation of any Renter(s)'s agreements. An inspection is done at pickup and after each return for any damage done to the RV. The Renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to Renter(s) use of the RV or the items of personal property. Renter(s) hereby agrees to indemnify and hold OWNER harmless from any and all claims, including those of third parties, arising out of or in any way related to Renter(s) use of the RV or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any activities and will hold OWNER harmless with respect thereto. Renter(s) agrees to indemnify RV OWNER for any damages to any personal property, dwelling, grounds, furnishings, and household items. In the event that damage result from a Renter(s) use or occupancy, RV OWNER is authorized to utilize the damage deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the damage deposit held.
- 3) **UNINSURED/UNDERINSURED MOTORISTS:** Renter(s) agrees to cover and pay for all damage caused to the RV from uninsured motorists, underinsured motorists, or uninsured/underinsured motorists, including but not limited to bodily injury, or property damage, medical payments, or personal injury, or any other occurrences during the rental period.
- 4) **CLEANING: YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure the dishes are done and put away, floors are swept, counters are wiped, trash is removed, tanks are emptied, and the RV is generally picked up and ready to be mopped, dusted, cleaned and sanitized. If additional cleaning is required, including but not limited to smoke smell, foul or offensive odors, stains, gum, pet smell or hair, etc. A Deep Cleaning fee of \$150 will be charged.
- 5) **NO PETS, SMOKING OR DRUGS ARE ALLOWED:** Since many people have allergies and it is difficult to remove the odors and allergens associated with both pets and smoke, we must **STRICTLY ENFORCE** this policy. If evidence of pets or evidence of smoking inside the RV are found, OWNER reserves the right to cancel your rental reservation and occupancy of

rental with no refund of rental as well as full loss of damage deposit on hand. Renter(s) is liable and responsible to pay all additional costs that may be incurred over and above the damage deposit. Additional costs will be charged against credit card on file.

a. The 2018 Pop-Up Trailer IS ALLOWED to have Pets.

- 6) TOWING with the our C-Class or B-Class is allowed.
- 7) WHAT YOU SHOULD BRING: Plan on packing your personal items, cleaning supplies, food, etc. Since we only provide kitchenware to get you started, it may be necessary for you to stock these items during your visit.
- 8) RENTER(S)S LIABILITY: Renter(s) agrees to accept liability for any damages caused to the RV by Renter(s) or Renter(s) guests, including, but not limited to, damage to the RV in any way or damage to any appliances, personal property, kitchenware, or equipment furnished. Renter(s) is liable and responsible to pay all additional costs that may be incurred over and above the damage deposit. Additional costs will be charged against credit card on file. Damage shall be determined by OWNER in its reasonable discretion. OWNER shall notify Renter(s) in writing, via email, within 24 hours of identifying damage not visible and apparent during return inspection. We highly recommend not using the awning when wind is blowing, if Renter(s) chooses to use awning, any damages are the responsibility of Renter(s) and will be charged against credit card on file. This includes weather related damage to awning (typical awning repairs range from \$500 to \$2000). Renter(s) assumes all liability for loss, damage, or injury to Renter(s) its guests or persons or their personal property. Renter(s) hereby agrees to hold harmless and forever defend OWNER for all loss, damage, injury, or any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity, or plumbing. Renter(s) accepts all liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons during the rental period.
- 9) **HOLD HARMLESS, RELEASE, INDEMNIFICATION AND DEFENSE: THE UNDERSIGNED RENTER(S), FOR HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNORS, EXECUTORS, AND ADMINISTRATORS, FULLY RELEASES AND DISCHARGES OWNER, FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION BY REASON OF ANY INJURY OR WHATEVER NATURE WHICH HAS OR HAVE OCCURRED, OR MAY OCCUR TO RENTER(S), OR ANY OF RENTER(S) GUESTS AS A RESULT OF, OR IN CONNECTION WITH THE OCCUPANCY, USE, OR RENTAL OF THE RV AND AGREES TO HOLD OWNER FREE AND HARMLESS OF ANY CLAIM OR SUIT ARISING THEREFROM. RENTER(S) AGREES TO DEFEND AND PAY FOR OWNER'S REASONABLE ATTORNEY FEES AND COSTS TO DEFEND OWNER FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION BY REASON OF ANY INJURY OR WHATEVER NATURE WHICH HAS OR HAVE OCCURRED, OR MAY OCCUR TO RENTER(S), OR ANY OF RENTER(S) GUESTS AS A RESULT OF, OR IN CONNECTION WITH THE OCCUPANCY, USE, OR RENTAL OF THE RV. RENTER(S), FOR HIMSELF/HERSELF, HIS/HER HEIRS, ASSIGNORS, EXECUTORS, AND ADMINISTRATORS, AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND HECTOR REYNOSO AND VANESSA A. REYNOSO ("OWNER"), AGAINST ANY AND ALL CLAIMS, DAMAGES, ACTIONS OR CAUSES OF ACTION AND EXPENSE TO WHICH IT, OR THEY, MAY BE SUBJECTED BY REASON OF RENTER(S)'S USE, POSSESSION, OPERATION, RENTAL, DRIVING, ACCIDENT, OR OTHER ACTIVITIES OR BY REASON OF ANY USE, OPERATION, RENTAL, DRIVING OR OTHER ACTIVITIES ASSOCIATED OR OMISSION OR NEGLIGENCE MADE BY RENTER(S), ITS FAMILY, GUESTS, INVITEES, DESIGNEES, DRIVERS, OR AGENTS IN CONNECTION WITH RENTER(S)'S USE, POSSESSION,**

OPERATION, RENTAL, DRIVING, ACCIDENT, OR OTHER ACTIONS. RENTER(S) HEREBY ACKNOWLEDGES THE VEHICLE IS IN WORKING CONDITION AND SUITABLE FOR RENTER(S)'S USE, POSSESSION, OPERATION, RENTAL, AND DRIVING OF THE RV AND ASSUMES ALL LIABILITY, RESPONSIBILITY, AND RISK ASSOCIATED WITH SUCH RENTAL, DRIVING, OPERATION, POSSESSION, USE OR OTHER ACTIVITIES AND AGREES TO RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND OWNER.

- 10) **TERMINATION:** If Renter violates any conditions of this agreement, OWNER may terminate this agreement and Renter shall return RV immediately. Upon notice of termination of this agreement, Renter(s) shall return the RV immediately. In the event OWNER must resort to legal process to enforce rights under this agreement, Renter(s) shall be responsible for reasonable Attorney fees and costs.
- 11) **QUESTIONS REGARDING THIS CONTRACT:** All questions regarding this agreement are to be directed to:

Owner:	Hector Reynoso	Vanessa A. Reynoso
	14001 Cavanaugh Rd.	14001 Cavanaugh Rd.
	Hudson, CO 80642	Hudson, CO 80642

OWNER PRINT NAME _____

SIGNATURE _____

DATE _____

RENTER(S) PRINT NAME _____

SIGNATURE _____

EMAIL & PHONE: _____

DATE _____