



CAMPER TRAILER RENTAL AGREEMENT

Renter must be 25 years of age or older, debit card or credit card used for payment must be in Renter's name, Renter must have a valid driver's license, Renter must have full coverage auto insurance in their name and Renter must complete this Agreement and agree to all Not On Duty Adventures Terms and Conditions attached below.

First: _____ Last: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Home Phone No. () _____ Mobile Phone No. () _____
 Driver's License No. _____ Birth Date: _____
 Email Address: _____ Previous Renter? _____

| Rental Period Start Date | Rental Period End Date | Rental Location |
|--------------------------------|---------------------------|---|
| Check-in Time: 2:00 – 5:00p.m. | Check-out Time: 10:00a.m. | Campground: _____ Camp Site No: _____ Trailer unit: _____ |

Security Deposit. A refundable security deposit of _____ is required for each camping trailer rental and due upon delivery. This security deposit covers the cost in the event there are missing or damaged items inside or outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to Not On Duty Adventures under this Agreement.

Reservations. For reservations made 30 days in advance, 50% of the total amount of your stay is due 30 days prior, and is refundable within 15 days of Rental Period. Cancellations less than 15 days prior to your scheduled rental period the deposit is non refundable.

Rescheduling. If you must cancel your reservation and you are within 15 days of the Rental Period Start Date, you may reschedule your reservation for a fee of \$25. You must notify Not On Duty Adventures of your desire to reschedule and pay the \$25 rescheduling fee within 15 days of the Rental Period Start Date. The deposit that you placed toward your canceled reservation will be applied to your rescheduled reservation. You have one year from the date you pay the \$25 rescheduling fee to reserve and occupy a camping trailer from Not On Duty Adventures or you will forfeit your deposited amount.

Tow vehicle VIN _____ Vehicle Insurance policy # _____

Renter is responsible for ALL damages/consumables up to and including the insurance deductible of \$1000.00*

I would like to reserve/rent a camping trailer from Not On Duty Adventures. I understand that Not On Duty Adventures must approve the Agreement before a reservation can be confirmed. If approved, I authorize Not On Duty Adventures to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Not On Duty Adventures have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 15 days prior to the Rental Period Start Date, I will be charged a \$25 cancellation fee. If I cancel the reservation less than 15 days prior to the Rental Period Start Date, the total rental payment will be nonrefundable. If Not On Duty Adventures cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 7 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by check.

Credit Card Number: _____ Expiration Date: _____ Security Code: _____
 (Name on credit card must match name of Renter)

Signature: _____ Date: _____
 (Signature acknowledges Renter has read and agrees with Not On Duty Adventures Terms and conditions attached below)

Not On Duty Adventures

116 Victory Commons Dr

Acworth, Georgia 30102

Mobile 404-925-4445

TERMS AND CONDITIONS

(SIGN AND RETURN WITH RENTAL AGREEMENT)

- 1) **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda, and any additional materials we provide at the time of 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 renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Not on Duty Adventures LLC, a Georgia corporation, doing business as Not On Duty Adventures. "Trailer" means the 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 to the Trailer until it is repaired or replaced time the daily rental rate.
- 2) **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the 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 merchantability 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'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.
- 4) **Check In.** Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at 404-925-4445 on the Rental Period Start Date to check in with our office and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis.
- 5) **Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the Trailer and its features. Additionally, the orientation will provide a summary of the campground rules and prohibited uses of the Trailer. The Trailers will include instruction booklets which will explain the operation of the Trailer and its features, as well as provide campground rules. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and counter tops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card. **If incorrect delivery information is submitted through the reservation request form that results in Not On Duty Adventures delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.**
- 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. If the driver's license is in a language other than English, an International Driver's Permit is recommended or other form of identification that we find acceptable.
- 7) **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashier's check, debit card with either the Visa or MasterCard logo, or credit card with either the Visa, Mastercard, or American Express logo. If using a debit or credit card, you must present the card at the time of rental, along with a current driver's license or other form of identification that we find acceptable. We will accept personal checks for the first half of payment only and if the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.
- 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) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all campground rules and regulations, or State or federal laws.
- 9) **Personal Property.** You release us, our agents, and employees 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 Trailer or in our offices, whether the loss or damages was caused by our negligence or was otherwise our responsibility.

Not On Duty Adventures

116 Victory Commons Dr
Acworth, Georgia 30102
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- 10) **Personal Injury.** You release us, our agents, and 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 the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.
- 11) **Smoking.** There is **NO Smoking or Vaping** in any of the Trailers. If the Trailer is returned with any kind of smoking or Vape order, it will result in the forfeiture of the entire security deposit plus any additional charges incurred in cleaning and/or repair.
- 12) **Pet Policy.** We prefer No Pets in trailer. If we do approve your pet, there is **\$150.00 pet fee**. Any damage caused from the pet will be deducted from the security deposit.
- 13) **Limited Supplies.** Most trailers come equipped with oversized tanks - approximately ninety (90) gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity, thirty (30) pounds of propane, and two (2) full charged 12 Volt batteries. Some trailers have standard water and holding tanks. 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.
- 14) **Generator.** (Optional Rental if applicable) The generator supplies 110 Volt power to the outlets in the Trailer. The generator also supplies power to the Trailer's microwave oven and roof air conditioner. The generator can be used to recharge the Trailer's 12 Volt batteries. The Trailer's generator is (approximately four (4) gallons) when rented to you. It is your responsibility to refuel the generator if necessary. A fuel can is provided in the Trailer.
- 15) **Appliances.** The A/C, generator, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to consult the informational material in the Trailer or contact Not On Duty Adventures at 404-925-4445.
- 16) **Appliances.** The A/C, generator, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, **no compensation** will be made to you. For assistance, you are advised to consult the informational material in the Trailer or contact Not On Duty Adventures at 404-925-4445.
- 17) **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are **NO refunds** for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.
- 18) **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.
- 19) **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Georgia without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Cherokee county, Georgia or the federal court located in Atlanta, Georgia for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Simi Valley, Georgia or the federal court located in Atlanta, Georgia.
- 20) **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.
- 21) **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.
- 22) **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
- 23) **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.
- 24) **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

RENTER HEREBY AGREES TO THE ABOVE TERMS AND CONDITIONS.

SIGNATURE: _____ DATE: _____