

Memory Maker RV Rules & Rental Agreement

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This “rules” list may seem like a lot, but we (Owners Sarah & Shawn Cobb) want to make sure you are fully informed and have no unrealistic expectations concerning your RV (Recreational Vehicle) rental. Most rental agencies have the same rules, we just want to be completely up front before you reserve and prevent any misunderstandings later. Please make sure you understand the rules and ask if you have any questions about any rule or expectation. Unfortunately, some customers will break rules or take things from the RV if there are not fees upon return for doing so.

1. No Refunds for Early Returns: If you return early, we do not refund the days you will not use.
2. Drop off Time: Drop off time is listed on the reservation, unless noted below in this document. We require a walk-thru together (renter and owner) once the RV is parked and fully set up. We can do a facetime walk-thru at drop off in some cases. Some locations, especially festivals, may take an exceptionally long time to get in and parked. The owners will keep the renters updated during drop off if there are any delays.

Drop off Date and Time: ____/____/____ @ ____ : ____

3. Pick-up Time: Pick-up time is listed on the reservation, unless noted below in this document. The unit is to be vacated and ready for pickup and walk-thru together (renter and owner) at this time. We require a walk-thru together with you at pick up. No exceptions. If you are late in vacating the unit, there is a \$30 per hour late fee. You will also be responsible for the cost of any canceled rentals due to not vacating.

Pick-up Date and Time: ____/____/____ @ ____ : ____

4. After delivery, the RV is not to be moved or connected to a vehicle. Insurance for delivered units requires them to be stationary. Any damage incurred will be billed directly to the responsible parties plus a minimum of a \$75 admin fee.

5. Campground Reservations: We are not responsible for your campground reservations. All campground reservations must be made separately with the campground 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.
6. NO SMOKING: Smoking (including cigarettes, vapes, cigars, pipes, drugs, etc.) in the unit or near the unit's open windows or doors forfeits your entire security deposit.
7. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. RVs returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
8. Odors/Cooking: We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as raw fish storage, or cooking with heavy spices.
9. Awnings: We warn against usage of the awning during inclement weather, while sleeping, and while away from the RV for any period of time. This is for your protection because they are at a minimum of \$3000 to replace, and even low winds can damage them. Any damage is billed directly to responsible parties, plus a minimum of \$75 admin fee. **Awnings ARE NOT COVERED by insurance.**
10. Pets: We have a strict no pet policy. While we love our furry friends, we don't want them damaging our beautiful RV. Any evidence of pets inside the RV without approval will result in loss of the security deposit.
11. 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. Failure to accurately report your destination or giving a false destination to attend a prohibited event will result in forfeiture and total loss of your security deposit.
12. Generator Rental: If a generator is rented, you are responsible for keeping it secure. A chain and lock are provided with enough slack to run the generator 10 feet away from the camper while running. We suggest looping the chain over the bumper. Generators must be returned in working order with no visible damage. Replacement costs (Approx. \$700) will be taken from the security deposit in the event of theft, loss, or damage.

13. Generator Fuel: The generator will be supplied with a full tank of fuel. All refuels are your responsibility. Only unleaded fuel, minimum octane rating of 87 shall be used for fuel. We will provide you with a gas can to use during your rental. Replacement cost (Approx. \$20) will be taken from the security deposit in the event of theft, loss, or damage.
14. Cleaning: The RV must be returned with a clean interior as it was upon delivery, with all garbage removed. This does NOT apply to linens and towels; washing is included with a linen reservation, and these items may NOT be removed from the RV. All sheets, pillow cases, blankets, comforters, and towels must be placed in shower. DO NOT remove the waterproof covers on any of the mattresses or pillows at any time during your rental. We will remove those for cleaning between guests. If they are removed, replacement cost of that pillow or mattress (including any toppers) will be taken from security deposit. This is to help keep our bedding clean and sanitary for you and every other guest.
15. Cleaning Fee: If the RV is not returned fully cleaned as it was received, and with all garbage removed, a cleaning fee will be applied at a rate of \$250/hr. with a minimum of one hour.
16. Soiled or missing linens: Linens not returned or returned soiled beyond normal usage will be replaced at cost plus 20% for time.
17. Waste Holding Tanks: Waste holding tanks will be emptied by the owner at the end of reservation. Putting anything other than human waste or RV toilet paper in the toilets will result in an extra cleaning fee. Do not flush any wipes (including flushable wipes), feminine hygiene products...etc. Do not leave the black tank valve open during use.
18. Waste Tank Dump Fee: Owners will take care of emptying the tanks at the end of your reservation. The \$75 fee covers this.
19. Damage/Minor Repairs: If the RV and/or the contents in the RV after the time of the delivery/orientation are damaged (during your rental period), you are responsible to pay all damage costs and/or insurance deductibles associated with said damage whether you were at fault or not, including acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs due to another party, you are

responsible for obtaining a police report, contacting the other party's insurance company, and contacting owners immediately at 937-572-6593.

NOTE: Any damage needs to be reported to owners immediately. If the potential repair is minor, you may make the repair after consulting us. 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 hose, water hose, etc.) the item you purchased, and the receipt must be surrendered upon return if you want reimbursement.

20. Appliances: The A/C, awning, radio, microwave, televisions, lights, etc. are convenience items. These items are tested thoroughly before each rental and are deemed working at time of drop off unless noted in writing. If any malfunctions should occur with any of these items, no compensation is required or implied.
21. Personal Property: You release Sarah and Shawn Cobb 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 were caused by our negligence or was otherwise our responsibility.
22. Personal Injury: You release Sarah and Shawn Cobb 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.
23. 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.
24. 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.

25. Attorney's Fees: In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.
26. Modifications: No term of this Agreement can be waived or modified except by a writing that we have signed.
27. 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.

Signing below means you have read and agree to the terms and conditions of this rental agreement and thereby give my consent to the agreement – including any charges required after this unit's return.

Renter Signature and Date

Renter Printed Name

Renter Phone Number

Owner Signature and Date

FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.

CLOGGED TOILET/BLACK WATER SYSTEM DUE TO ANY ITEMS OTHER THAN RV TOILET PAPER WILL BE ASSESSED THE PLUMBING FEE TO FIX (MIN. \$150).

KEY REPLACEMENT \$30 FEE PER KEY WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

AWNING DAMAGE REPAIR COSTS WILL BE ASSESSED PLUS \$75 ADMIN FEE.

SHORE-POWER ELECTRICAL CORD REPLACEMENT \$200 TO REPLACE DAMAGED OR LOST ELECTRICAL SHORE POWER CORD, \$100 TO REPLACE ANY ADAPTER, \$75 TO REPLACE SURGE PROTECTOR.

SEWER HOSE REPLACEMENT \$150 TO REPLACE DAMAGED OR LOST SEWER HOSE AND/OR ADAPTERS, \$35 FOR ANY WATER HOSES, \$20 FOR WATER FILTER.

CLEANING \$250/HR (1 HR MIN.) FOR ANY EXTRA CLEANING REQUIRED AFTER RETURN. THE RV SHOULD BE RETURNED IN THE SAME CONDITION AS IT WAS AT THE START OF YOUR RESERVATION.

SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR THE FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date