2024 COLEMAN LANTERN 334BH TRAVEL TRAILER RENTAL AGREEMENT

1805 SPENCER MILL RD, BURNS, TN 37029 OWNERS: Bobby and Kara Baker

TEL: 615-426-0370 TEL: 615-364-4482 Email: SouthernRvRental615@gmail.com

PICK-UP Date & Time:	Booking reservation	DROP-OFF Date & Time:	Booking reservation

Rental Terms - PLEASE READ AND INITIAL ALL PAGES

I would like to reserve/rent the 2024 Coleman Lantern 334BH travel trailer from Bobby and Kara Baker. I authorize Bobby and Kara Baker / RVShare to charge my credit card for reservation fee/rental amounts or damages that I have caused during my rental period. I understand that Bobby and Kara Baker (owners) have the right to cancel the reservation under this agreement. I have reviewed, understand, and approve with the cancelation policy.

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 persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Owners Bobby and Kara Baker. "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.

Rental, Indemnity, and Warranties. This is a contract for the temporary use of the Trailer at the Rental Location noted on the RVShare reservation details. 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.

_ Reservation and Renter Requirements

- 1. ALL drivers must be a **minimum of 25 years of age** and possess a valid drivers' 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.
- 2. Renter must have a major credit card and picture ID. A copy will be taken on date of departure.
- 3. Renter must be present at time of pick up and renter's identification name must match name of credit card being used to pay for rental.
- 4. Additional drivers must be approved and added to <u>RVShare</u> platform. A Copy of ALL drivers' license obtained before departure.

Rental Day

- 1. Minimum rental periods vary from 1 to 15 nights depending on the time of the year and holiday dates
- 2. Rental rates are based on the number of nights the motor home is used. Each night constitutes a rental day.
- 3. Rental charges are based on rates in effect at the time of pick up.
- 4. Rates are subject to change without notice.
- 5. We are not responsible for 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. If incorrect delivery information is submitted through the reservations that results in us delivering your rental on the wrong date or wrong space/location, \$150 will be charged to cover travel costs & time spent.

Pick Up and Returns Requested

- 1. Pick up times are scheduled appointments between 4:30pm -6:00 pm, as we have full time jobs, we may be flexible on times when scheduling permits us to be. Please Contact us.
- Return of Rental is 6:00am-11:00pm (1hr grace period), unless otherwise stated on reservations or the agreed upon. We may be flexible on times when scheduling permits us to be.
- 3. Other departures or return times can be arranged however a fee may apply.
- 4. There are **NO REFUNDS** for early returns.
- 5. All Rentals originate and are to be returned to 1805 Spencer Mill Rd, Burns, TN 37029
- 6. A \$75 late fee applies to all returns past 12:00 pm. If the Camper is returned six hours or more late, we will charge for an extra rental night. Unless otherwise agreed upon as states above.
- 7. It is the renter's responsibility to make sure that the camping spot is level and not mud.
- 8. Please do not arrive late. If you know that you are going to be late for any reason it is your responsibility to call us. Speaking with us does not release your responsibility but may give us time to make other arrangements for other valued customers.
- 9. If you would like to extend your trip, please call us as soon as possible and if the rental is available, we will advise you of the steps necessary to extend your trip. (see below)
- 10. All Pick-ups and returns will be at 1805 Spencer Mill Road, Burns, TN 37029
- 11. All tanks must be emptied before returning the camper, unless you paid the dup fee at the time of your reservation. If not a \$55 dump fee will be applied after returning the camper.
- 12. When taking down the camper to return, please make sure each water, sewer, electric hose/line is in the correct designated tub.
- 13. If the owner is required to come to the site to work on, fix, move the trailer etc. due to the renter's fault, there will be a minimum \$75.00 fee for doing so.

Delivery Requested

1. Must give us the campground information such as Name, Dates renting, Site number, length of site, hookups including amps.

- 2. Delivery time are generally between 4:30pm-6:00pm. It is your responsibility to call or message through the RV rental platform, RV Share. If this is not agreeable. We are happy to work with you.
- 3. 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.
- 4. We do require the renter to be there at the time of delivery drop off and pick up to do walk through and sign rental agreement and to insure we can deliver and pick-up the trailer as some campgrounds will not allow us in or out without the renter on site.
- 5. Please let us know if you require any additional items for your site such as generator (additional fee), Fresh water tank to be full if no water hookup, portable sewer tank (additional fee) etc.
- 6. 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 countertops 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.
- 7. If incorrect delivery information is submitted through the reservation request form that results in us delivering your rental on the wrong date or to the wrong space/location, \$100 fee will apply to cover travel costs & time spent. (see below)
- 8. There are **NO REFUNDS** for early returns.
- 9. If you would like to extend your trip, please call us as soon as possible and if the rental is available, we will advise you of the steps necessary to extend your trip. (see below)
- 10. If the owner is requested or has come to the site to work on, fix, move the trailer etc. due to the renter's fault, there will be a minimum of \$75.00 fee for doing so.

Additional Items included with Rental

Any item missing, renter agrees to pay for the missing items.

- 1. Bed Lines and pillows Queen, Full, twin sets. (Extra Queen comforter)
- 2. Bath Lines (Do not use as Beach/Creek towels, or messy spills)
 - a. Towels & washcloths
 - b. Hand towels total
 - c. Bathmat total
- 3. Coffee pot and filters (coffee not included)
- 4. Plates, cups, bowls, mixing bowls, kitchen utensils and eating utensils, coffee mugs
- 5. Small pitcher
- 6. Pots pans
- 7. Blu-Ray
- 8. VeeSee TV box (internet required)
- 9. Superbox TV bod (internet required)
- 10. Blackstone flat top grill with one side burner (upon request)
- 11. Nugget ice maker
- 12. Small portal camping table (for grill)
- 13. Grilling utensils (in outdoor kitchen)
- 14. Induction eye (in outdoor kitchen cabinet)
- 15. Small hairdryer
- 16. Dish soap
- 17. Hand soap
- 18. 2 rolls of TP

- 19. 2 rolls of paper towels
- 20. Black Tank equipment
- 21. Fresh Water equipment (blue hose)
- 22. Black tank flush hose (orange)
- 23. Wheel chocks
- 24. Leveling blocks

Payments and Security Deposit

- 1. A \$1000.00 deposit is required at the time you make your reservation for booking the rental and must be submitted with the reservation or select the security deposit waiver. The security deposit waiver through RVShare is a one-time, up-front payment of \$99 that the renter can elect to pay during check out to avoid the credit card hold for your security deposit.
- 2. Full payment is due 30 days before your pickup date.

Cancellation Policy

- 1. Renters are entitled to a full refund, less the <u>RVShare</u> service fee, for all cancellations made at least 30 days prior to the rental start date.
- 2. Renters are entitled to a 50% refund, less the <u>RVShare</u> fee, for all cancellations made at least 14 days prior to the rental start date.
- 3. Less than 14 days prior to the rental start date. The booking is non-refundable.
- 4. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hr grace period is given. If a booking is cancelled during a grace period, a full refund including the <u>RVShare</u> service fee will be granted.

Responsibility of Damages and Loss

- 1. You the Renter are responsible for all damages to the vehicle, even if someone else causes it or the cause is unknown to you.
- 2. You are responsible for loss of use of the vehicle while it is being repaired.
- 3. You are responsible for ALL damage or loss caused by BLOWOUTS, punctures or other road damage, unless the damage is caused by a "loss" that is caused by a collision.
- 4. You are responsible for all missing equipment
- 5. You are responsible for missing/loss of Keys to trailer.
- 6. You are responsible for Any Theft or Vandalism.
- 7. You must report all accidents and / or damage within 5 hours of the occurrence. You agree to pay these charges from credit sources listed in your contract and assume all responsibility to submit accident reports and claims to the proper authorities.
- 8. Customers / Renters are responsible for reporting and payment of all parking / traffic violations at rental termination. Non-reporting of parking /traffic violations breaches the Rental Contract and may result in an administrative charge of up to \$250.00 in addition to the fines.
- 9. Personal Property. You release us, our, agents and employee 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 office/home, whether or not the loss or damages was caused by our negligence or was other wise our responsibility.
- 10. Below are our administrative fees connected with any damage claim, regardless of whether you are at fault. These fees are:

<u>Amount of Damage:</u> <u>Administrative Fee:</u>

 Under \$100
 None

 \$100-\$500
 \$75

 \$501-\$1500
 \$150

 Over \$1500
 \$200

11. If the Trailer and/or the contents in the Trailer 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.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at (615) 426-0370 or (615)-364-4482. At checkout, Owners will estimate the damage, if any, and expedite the cleaning and/or repair.

Restricted Areas

- 1. No milage over 100 in any direction of 1805 Spencer Mill Rd, Burns, TN without consent of the owners.
- 2. No Unpaved roads, dirt roads and "off- road" areas.
- 3. No Non-public roads
- 4. No Music Festivals
- 5. No Beach campsite rentals (Camping in the sand).
- 6. All desert areas during hot periods over summer.
- 7. Restricted areas include Mexico, Canada, New York City, Apache Trail,
- 8. Renter is liable for ALL DAMAGES to the trailer, tires, towing charges and other expenses as a result of a breakdown associated with operating in these areas.

Maintenance and Breakdown Responsibility

- 1. Owners will give instructions and procedures for maintenance at time of rental with a walk through. As well as being available by phone and email should you need anything.
- Renter may be held responsible for mechanical damage due to negligence in vehicle operation or
 failure to provide normal maintenance. In the event the vehicle is in breakdown repair for 12 hours
 or more, through no fault of the customer, our responsibility to the customer is limited to refund of
 daily rate or portion thereof.
- 3. ALL ANCILLARY SYSTEMS / ITEMS including radio, refrigerator / freezer, microwave, roof and central A/C, heating, stabilizers, TV's, DVD players, blue-ray, awnings, slide outs, roof vents, rear back-up cameras, water heater, water pump, reading lights, outlets, propane system, and any other RV equipment are ALL considered ANCILLARY SYSTEMS/ ITEMS. When we are informed that these items / systems are not operating properly it is our standard policy to fix them. During the course of your trip if one or more of these systems are not functioning, please contact the owners and we will assist you. NON-OPERATING ANCILLARY ITEMS/ SYSTEMS are NOT considered breakdowns, and NO REFUNDS are available for repair time to these items.
- 4. If you need Emergency Roadside Assistance, call us at 615-426-0370 or 615-364-4482
- 5. Renters are authorized to spend up to \$100.00 to fix any problems but must submit a receipt for reimbursement. If the repair is more than \$100.00 renter MUST call owners for authorization.

Loss of Use Due to any of the causes listed below

Loss of Use is the responsibility of the renter and will be charged to the renter.

- 1. Return of the motor home by the renter past or before the contracted return date and/ or time
- 2. Damage repairs to the Motor home that is the responsibility of the Renter and causes owners to not have use of the motor home.
- 3. Any other action by the Renter that renders the trailer unavailable for use. The rate charged will be our normal daily peak rental rate (complete day) for the period of lost use. Each day of lost use equals 4-hrs labor on the repair invoice / estimate and possibly the entire rental of the next renter if scheduled less than 10 days after your rental is returned and not completed in time. Renter authorizes the owners, Bobby or Kara Baker to charge their credit card for these charges.

Mileage

- 1. There are 25 free miles per rental reservation included in the rental rate of the Travel Trailer for pickups only.
- 2. For any Additional miles it will cost \$3.75 per mile up to 100 miles per rental. Please Contact owner if not already included in the reservation.
- 3. Please call us to find out your total additional mileage charge.

Generator Use (if rented)

- 1. The generator is used to run A/C, Heater, TV, DVD, Microwave, Electrical outlets and recharging the batteries power for boondocking.
- 2. The generator can be rented for an additional fee of \$125. This will include a full tank of gas. It is your responsibility to refuel the generator if necessary. 5-gal gas can is included with the generator rental.

Cleaning the Camper

- 1. A prep fee was included in the rental. However, if the travel trailer comes back in horrible shape, an additional \$50-\$125 will be charged/deducted from the security deposit.
- 2. Please bring back the rental as clean as possible. PLEASE TAKE OUT YOUR OWN TRASH!
- 3. The cleaning charge is for interior and exterior cleaning only and does not include any repairs needed.
- 4. All Tanks must be emptied before returning, unless you paid the dump fee at the time of your reservation. If not a \$55 charge for dumping will be applied after returning.

Fuel/Propane Tanks

- 1. If a full propane tank is emptied on renters' trip, they must refill the tank before returning the camper. If not a \$65 service charge will apply.
- 2. No warranties are made regarding fuel tank capacity or fuel mileage. We assume no liability for fuel consumption rates.
- 3. All gasoline, diesel or propane refueling during the trip and upon return is at customer/ renters' expense.

4.

SMOKING/PETS

1. All units are NON-SMOKING/DRUG FREE units, and we enforce a strict NO SMOKING/DRUG policy.

- 2. Only 2 Pets allowed with Pet fee due at the time of booking. If pet evidence is found with no pet fee attached to reservation a minimum fee of \$250 will be charged.
- 3. I the trailer is returned with any kind of smoking odor there is a \$250.00 fee for rentals having this evidence or evidence of drug use, campfire smoke or pets (not listed on reservations).
- 4. Most rental units do not allow pets without approval. If we approve a pet, there will be a Pet Fee of \$25.00 per pet per night. You must clean up after your pet and there must be no signs that a pet was in the RV. Otherwise you will be charged extra for cleanup.
- 5. Any damage caused by the pet(s) will be deducted from the security deposit or charged to the renter's card.

Towing Requirements

- 1. In order to tow the vehicle, you must have a Trailer Break.
- 2. Light and Blinkers must work before pulling out of Owners residence.
- 3. Must have a Hitch with Sway control. One is available to rent. Choose this option at check-out. Please contact the owner with any questions.
- 4. Camper does have a back-up, Camera. The monitor is available to rent. Choose this option at check out.
- 5. Towed items must be hooked up and inspected by owners before leaving.
- 6. Owner has the right to refuse a pick-up if the required equipment is not met or if light/blinkers are not working. It will then become a Delivery/setup/pick-up rental. The delivery fee \$190 for 1st 50 miles, \$3.00 per mile after that up to 100 miles will apply. And will need to be paid before leaving owner property. If the renter is unwilling to have it delivered or pay the delivery fee the cancellation will be at the fault of the renter and no refunds are given.

Abandonment

1. If the Travel Trailer is not returned to the place of pickup or another location that we have agreed upon, a minimum of \$350.00 may be charged by owner for abandonment.

Prohibited Uses.

- 1. 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
 - c. not complying with all campground rules and regulations, or State or federal laws.

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.

Δtto	rnevs	'fees.

1.	In the event of a dispute arising regarding this agreement, and if the owners prevail, they are entitled to recover its reasonable attorneys' fees and cost, in addition to other relief to which it is entitled.
	Early Departures/ Extending Rental Dates.
1.	You are responsible for reviewing this Agreement to ensure that all rentals' 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.
 	Waiver.
1.	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.
	Optional Equipment
	Equipment Rental and/or items Sent with Renter are not returned with the Trailer. The owner will arge the renter for the new equipment purchase.
	Generator (fee required) \Box Hitch with sway control (fee required) Monitor for Back-up Camera (fee required) \Box Cot for extra person
 ا	Modifications.
1. 2.	No term of this Agreement can be waived or modified except by a writing that we have signed. 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 in writing and signed by all parties.
 	Rules

- 1. Please bring Awning in if you leave the campground/location for a long period of time.
- 2. Do not leave Awning out in heavy storms or overnight. Awnings are used for shade, not weather. Do not leave pets in camper alone.
- 3. Do not flush anything other than RV/Marine approved toilet paper. No paper towels, feminine products, regular TP, toys etc.
- 4. No jumping/plopping down on any furniture on the slide outs.
- 5. No Smoking or Vaping in Camper
- 6. No illegal drugs in Camper.
- 7. Please turn off the water at the outside spicket if leaving the campground. This helps prevent water pressure failures and keeps water from filling the camper and causing flooding.
- 8. No smoking or vaping in camper
- 9. No drugs of any kind other than doctor prescribed in camper.
- 10. Keep all tanks closed until you are ready to dump. It is the renter's responsibility to dump all tanks as needed and to make sure they are not overflowing into the camper.

- 11. Do not leave Outside Kitchen door open overnight or during storms. This helps to keep moisture out to prevent mold and warping.
- 12. Please take our all trash before delivery pickup or returning the camper to owner's property.
- 13. Please wash all dishes (dish soap has been provided) before delivery/pickup or returning the camper to owner's property.
- 14. Lock up the camper if leaving for long periods of time.
- 15. No glitter or confetti in camper
- 16. Do not go on top of camper roof.
- 17. Before pulling the slides in please remove anything in front of them and sweep the floor. Also make sure nothing is plugged up in the outlet beside the table be for bring in the slides.
- 18. Please follow all rules within the agreement already listed.

I would like to reserve/rent a camping trailer from Bobby and Kara Baker. I authorize Bobby and Kara Baker / RVShare to charge my credit care for reservation fee/rental amounts or any damages that I have caused during my rental period. I understand, Bobby and Kara Baker (owners) have the right to cancel the reservation under this agreement. I have reviewed, understand, and agree with this agreement.

By completing the rental reservations and/or signing below, you agree to ALL RENTAL TERMS STATED ABOVE.

Renter:	
Signature	_ Date
Print Name:	