

## Britton Breakaway Travel Trailer Agreement

This Travel Trailer Agreement (the "Agreement") is made between Justin & Tabi Britton (Britton Breakaway) (the "Owners") and (the "Renter") for and in consideration of the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged the parties, owners and Renter covenant and agree as follows:

### 1. **Rented Property**

Owners hereby rents to Renter and Renter hereby rents from Owners, the Travel Trailer, Britton Breakaway, (2023 Cherokee 263GKD), subject to the terms and conditions herein, for the Rent Terms (as hereinafter defined).

### 2. **Trailer Location**

The Trailer will be picked up by Renter from Southern Campbell Recreation Storage ("SCRS"), In Alexandria, KY on Rent Term at the parties agreed time and (the "Trailer Site") during the Rent Term. Renter will return the Trailer to SCRS at Rent Term end date at parties agreed time.

Delivery is available upon request. Renter agrees to Delivery fees noted in RV Share

Renter acknowledges that Owners are **not** responsible for any costs or Fees associated in occupying the Trailer Site. Renter shall not hold owners responsible for electrical insufficiencies at the Trailer Site/Location. Renter acknowledges that this unit requires either a 50 am or 30 am/110v RB receptacles for power, a sewer inlet connection for bathroom use and a potable fresh water supply connection.

### 3. **Rent Term**

The Renter agrees to the Rent Term dates they selected in RV Share. Notwithstanding anything herein to the contrary, Owners may repossess the Trailer at renter's expense without notice to Renter if the Trailer is used in violation of Law or of this Agreement.

### 4. **Occupants**

Renter agrees and warrants that the following person (the Occupants") will be the only persons, with the exception of the Owners and/or assistants, who will occupy the Trailer:

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### 5. **Rent, Deposits and Fees**

#### a. **Damage Deposit**

A damage Deposit in the amount of \$500 (the "Damage Deposit") shall be paid to the Owners in full before or upon the signing of this Agreement. If it is determined that damage has occurred during the Rent Term, the repair and cleaning costs will be deducted from the Damage Deposit. If repairs and/or cleaning costs exceed the Damage Deposit amount, the renter will be invoiced the difference. The invoice balance will be due to the Owners within 7 days after Renter received invoice of said damages.

b. **Base Rent**

Upon the pickup of the Travel Trailer to the Trailer Site, Renter shall pay to the Owners the base rent of ~~\$140~~ per calendar day during the Rent Term (the "Base Rent"). The Base Rent shall be payable in full upon signing of this Agreement.

c. **Tax**

Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use ownership, or possession thereof pursuant to this Agreement.

d. **Sewage Fee**

If the Trailer Site does not have appropriate sewage hookups or a dump station, then a waste and sewage cleaning fee in the amount of \$35.00 shall be paid to Owner upon pick up of the Trailer.

e. **Cleaning Fee**

In sole discretion of the Owners, if the cleanliness of the Trailer is not substantially similar to the level of cleanliness of the Trailer when Renters picked up the Trailer as when the Trailer is returned to SCRS, an additional cleaning fee of \$100 per hour will be charged to Renter.

f. **Other Fees**

Renter agrees to pay the applicable fees listed in Section 7 within 7 days of notification.

g. **Pet Fee**

Upon approval from Owners, a fee of \$150 shall be a paid to Owners upon signing of this Agreement.

6. **Inspection**

Renter represents that they have fully inspected the trailer and acknowledges that the Trailer was in good condition as of the beginning of the Rent Term and that Renter is stratified with and has accepted the Trailer in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location and function of all safety items in the Trailer.

7. **Rules and Regulations**

In addition to the other terms and conditions of this Agreement, renter shall follow such Rules and regulations listed in this Section 7 to be followed by **all** persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of the Owners, cause early termination of the Rent Term and Agreement and Renter's use of the Trailer and forfeiture of all rents and deposits.

The Rules and Regulations are as follows.

- a. Smoking is strictly prohibited inside of the Trailer OR outside the Trailer with the windows open.
  - **Evidence of smoking will result in a \$350.00 charge.**
- b. Unless requested by Renter in writing and Owners approved descriptive written consent upon signing of the Agreement, dogs are not allowed in the Trailer. If consent is given, breed of dogs will determine the number of dogs allowed.
  - **ALL OTHER TYPES OF PETS/ANIMALS ARE RESTRICTED FROM BEING IN THE TRAILER AT ANY TIME. NO EXCEPTIONS!**
  - **Evidence of unauthorized pets will result in a \$350.00 charge.**
- c. The awning is very susceptible to wind and rain damage. It **must** be rolled up in windy conditions, at night, and any time the Trailer is left unattended for more than an hour.
- d. At no time should Renter or Renter's occupants or any other person climb up onto the roof of the Trailer. **The roof is a restricted area and is completely off limits to anyone other than the Owners.**
- e. Occupants, and all personas in the Trailer, shall obey all the laws of the State of Kentucky or the stat of the Trailer Site, as well as the related neighborhood association rules and covenants while in the Tailer or Tailer Site.
- f. At the end of the Rent Term, the Trailer and the contents thereof shall be in the same condition found as the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash much be removed from the Trailer. The refrigerator and freezer must be emptied of all items.
- g. The Trailer furnishings are **NOT** to be removed from the Trailer nor relocated outside.
- h. No items other than Trailer/Camper approved "Quick De-solving" toilet paper supplied by Owners is to be flushed down the toilet.

#### 8. Refunds and Cancellations

- a. 100% of Base Rent is due upon the signing of the Agreement. If a cancellation needs to be made, it must be done 30 Days prior to Rent Term start date to receive the Base Rent refunded in full. If a cancellation is made in less than 30 days, no refund will be issued.
- b. Refunds paid to the Owners or any other rental fee will not be given for late arrivals to Travel Site, early departures from Travel Site or inclement weather conditions.
- c. If for some unforeseen reason, the Trailer is unusable, inaccessible or unable to transport (by fault of Trailer), the Base Rent shall be returned in full. Renter agrees that Owners shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.

#### 9. Lost and Found

Owners are **not** responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owners immediately if Renter discovers they left any item at the trailer, and Owners will notify Renter if the item is found. If shipping is required to return any items, Renter shall be responsible for the shipping costs or the return of the found item.

**10. Warranties**

Renter acknowledges that OWNERS MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND TRAILER SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

**11. Owner Liability**

Owners do not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Trailer. Owners do not accept or assume liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, or any reasons beyond Owners' control.

**12. Responsibility for Damage or Loss**

Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of loss if the Equipment, diminished value of the equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of renter. Renter must report all incidents of theft and vandalism to Owners and the police **immediately** upon discovery. Renter shall indemnify and hold Owners harmless from all liability caused by fire, water, theft, vandalism, collision or any other casualty.

**13. HOLD HARMLESS, WAIVER, AND RELEASE**

THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BRITTON'S BREAKAWAY AND EACH OF THEIR OWNERS & ASSISTANTS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER. FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT.

THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

**14. Insurance**

Renter agrees that Owners' own insurance policy(ies) shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.

-A copy of Renter's Valid Driver's License/ID and Active Insurance card will be required upon the signing of this agreement. (No Exceptions)

**15. Miscellaneous Provisions**

- a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.
- b. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.
- c. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- d. The undersigned further agree that the section and paragraph headings in this Agreement are for convenience and reference only and shall not be deemed to alter or affect the provisions thereof.
- e. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable, and the words of any gender shall include all genders.
- f. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owners. Owners' receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owners or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.
- g. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Owners and Renter have hereunto executed this Agreement as of the day and year first above written.

“RENTER”

Printed Name

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Signature

\_\_\_\_\_

Date

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Justin’s Contact Information

859-466-5921

Tabi’s Contact Information

859-466-3402

Britton Breakaway Email

[brittonbreakaway@gmail.com](mailto:brittonbreakaway@gmail.com)

“OWNERS”

Justin Britton Printed Name

**Justin Britton**

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Signature

*Justin Britton*

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Tabi Britton Printed Name

**Tabi Britton**

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Signature

*Tabi Britton*

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