

# Trailer Rental Agreement

This agreement constitutes a contract between the person(s) named on the contract and

David Acosta

RENTER NAME: \_\_\_\_\_.

RENTER ADDRESS (Include City, State, Zip): \_\_\_\_\_.

RENTER HOME PHONE: \_\_\_\_\_.

RESERVED DATES: \_\_\_\_\_ . RETURN DATES: \_\_\_\_\_.

NUMBER OF ADULTS: \_\_\_\_\_; CHILDREN \_\_\_\_\_

## David Acosta and Renter agree as follows:

### 1. RV SLEEPING CAPACITY:

Kodiak Ultra Lite Travel Trailer - 6 people;

You certify that you agree and understand the limitations placed on the number of persons permitted to occupy the Rental, and unless prior written approval has been granted by David Acosta, you agree to abide by such limitations. Above Renter is at least 25 years of age and will be an occupant of the unit during the entire reserved period.

**2. PICKING UP YOUR RENTAL:** Renter will need at least 45-60 minutes to check-out on the first day of the reservation. This allows a full orientation of all aspects of the unit you have selected. Pick-Up is based on scheduling and availability. Pick-Up times are scheduled on a first come first serve basis. We cannot guarantee that your preferred time will be available. Earlier pickup times may be accommodated as a courtesy only. All pickups are scheduled and by appointment only. If appointment time is missed, the pick-up time can be rescheduled for the next available opening.

**3. RETURNING YOUR RENTAL:** Rentals are due back by 5:00 p.m. on your scheduled day back. Late returns, without prior approval will result in additional night charge. Renters will need time to check the Rental back in, so please allow 30 minutes or longer. While we do a complete walk-through of the Rental upon return we have a 10-day "post rental" detailed inspection that is completed to ensure there are no issues with the Rental following your time period. After we have completely checked in the Rental, we will mail (within 14 business days) your FULL deposit refund (*less any adjustments for damages, if applicable*). Late returns are accommodated as a courtesy only. Our goal is to make sure the next renter has a properly prepared and cleaned Rental. Lost rental income due to late returns will be the renter's responsibility. If Renter chooses to allow David Acosta to clean and empty the black and gray holding tanks, a \$50 fee will be subtracted from security deposit. Due to the use of propane in all units for heat, stove and hot water needs a \$10 flat fee will be added to unit rental price.

4. **CLEANING:** Each property will be inspected, sanitized and cleaned after your departure. We ask that the unit be returned in the same general condition that you received it. If a significant cleaning is required, appropriate charges will be deducted from your deposit at the rate of \$50. Please be sure to empty the holding tanks before the unit is brought back. If Renter would rather not empty, David Acosta will empty for the Renter at an additional \$50 charge.

5. **NO SMOKING ARE ALLOWED:** Since many people have allergies and it is difficult to remove odors and allergens associated with both pets and smoke, we must **STRICTLY ENFORCE** this policy.

If evidence of pets on site or evidence of smoking inside the Rental is found, David Acosta reserves the right to charge \$200.00 to treat the property for fleas and/or allergens. In addition, any damage caused by pets or smoking, materials will be charged to renters' damage deposit or credit card on file.

6. **WHAT WE SUPPLY:** Included in your reservation, David Acosta supplies the Rental with a mattress cover and all your kitchen/bathroom item needs. EACH ITEM TAKEN FROM THE UNIT WILL RESULT IN A CHARGE OF \$20 EACH TO YOUR SECURITY DEPOSIT. Since we provide the normal amount of toilet paper, paper towels, sheets, dishes and other items to get you started, it may be necessary that you would need to bring additional items for your personal use during your visit, this includes water for the tanks if you are dry camping.

7. **RENTERS LIABILITY:** Renter agrees to accept liability for any damages caused to the Rental by renter or renters' guests including, but not limited to damage to the Rental in any way or damage to any appliances and/or equipment furnished if damages are in excess of the security deposit being held, renter agrees to reimburse David Acosta for costs incurred to repair/replace damaged items.

8. **GENERATOR RENTAL: David Acosta does not offer generators for rent.** If a generator is added to the rental, the Renter assumes all responsibility for the generator unit. David Acosta does not assume any liability, loss or damage to the generator unit. Renter will be responsible for the cost of the generator unit given any loss or damage.

9. **HOLD HARMLESS:** David Acosta does not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will David Acosta accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.

10. **AWNING:** Due to the weather changing in a matter of seconds, the awning can be used at the renters' discretion. The renter is liable for any and all damages caused to and by the awning.

11. **ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges David Acosta, 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 the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold David Acosta free and harmless of any claim or suit arising therein. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest violates any conditions of this agreement, David Acosta may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event David Acosta has to resort to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in El Paso County, Colorado, and consents to the personal jurisdiction of any proper court located therein.

**REMEMBER THAT YOU ARE RENTING OUR PRIVATE RENTAL. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.**

RENTER PRINTED NAME \_\_\_\_\_

RENTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RENTER PRINTED NAME \_\_\_\_\_

RENTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_