

Camper Rental Agreement

Two Rivers Camper & RV Rental, LLC

W12448 570th Avenue Prescott, WI 54021

651-783-2649

Tammy@tworiverscamperrental.com

Renter(s) Information:

Full Name: Driver #1 _____ Driver #2 _____

Address: _____

Phone: _____ Email: _____

Driver's License # - 1: _____ State: _____ Exp.: _____

Driver's License # - 2: _____ State: _____ Exp.: _____

Tow Vehicle (only applicable for travel trailers):

Year: _____ Make: _____ Model: _____ License Plate Number: _____

The tow Vehicle has an electric brake controller* and seven wire round plug receiver: _____ Initials

*If not, see terms for one-time charge for use of Wireless Brake Control unit

Insurance Provider: _____ Policy Number: _____

Insurance Agent: _____ Agent Phone Number: _____

Camping Location: _____

Date of Pick up: _____

Date of Return: _____

CAMPER RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. Definitions.** "Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the renter or additional renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the renters' direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business renting the Camper to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. "Camper" means the motorized or non-motorized recreational vehicle identified in this Agreement and any camper we substitute for it. "Loss of Use" means the loss of our right to use the Camper 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 loss or damage to the Camper until it is replaced or repaired times the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Camper just prior to damage or loss less the value of the Camper after its repair. If we elect not to repair the Camper "Diminished Value" means the difference between the actual cash value of the Camper just prior to damage or loss less the salvage or sale value of the Camper. "Charges" means the fees and charges that are incurred under this agreement. "Rental Period" means the period between the time you take possession of the Camper until the Camper is either returned to or recovered by us and checked in by us. "Vehicle License Fee," "Vehicle Licensing," "Vehicle License Prop Tax," "Vehicle License Cost Recovery Fee," or "Motor Vehicle Tax" means a fee imposed by the State of Wisconsin for the registration of rental Campers.
- 2. Rental, Indemnity and Warranties.** This is a contract for the rental of a Camper. We may repossess the Camper at your expense without notice to you if the Trailer is abandoned or used in violation of law 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 or your use of the Camper or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Camper or Optional Equipment, no warranty of merchantability and no warranty that the Camper or Optional Equipment is fit for a particular purpose.**
- 3. Condition and Return of Camper.** You must return the Camper to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Camper is returned after closing hours, you remain responsible for the loss of and any damage to the Camper until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Camper or replacement of parts or accessories during the rental must have our prior written approval.
- 4. Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss or theft of the Camper, including damage caused by weather, acts of god or terrain conditions. Your responsibility will include: (a) all physical damage to the Camper measured as follows: (i) if we determine that the Camper is a total loss, the actual cash value of the Camper, less salvage; (ii) if we determine that the Camper is repairable: (A) the difference between the value of the Camper immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Camper is damaged until it is replaced or repaired (for a maximum of 14 days under Minnesota law), which you agree represents a

Initials _____

reasonable estimate of Loss of Use damages and not a penalty; (c) towing, storage, and impound charges and other reasonable incidental and consequential damages; (d) all items (i.e. vehicles) left at rental facility during your rental; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including Attorneys' fees, collections fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

- 5. Prohibited Uses.** The following uses of the Camper are prohibited and are material breaches of the Agreement. The Camper shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of a prescription or non-prescription drug or alcohol; (c) by anyone who obtained the Camper or extended the Rental Period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Camper; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property to hire; (f) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Camper; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal material; (i) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Camper; (k) on unpaved surfaces, except at licensed public campgrounds; (l) in a manner that causes damage to the Camper due to inadequately secured cargo; (m) in a manner that damages the Camper by your intentional, wanton, willful or reckless conduct; (n) by anyone who is smoking in the Camper; (o) by anyone who allows pets in Camper (o) after an accident with the Camper unless and until you summon the police to the accident scene; (p) to transport an animal (other than a service animal); (q) in or through a structure of an underpass, gas station, drive-through, or other object where there is insufficient clearance (width or height); (r) by anyone who is sending an electronic message, including (SMS) messages or emails, while towing or driving the Camper; or (s) in violation of any "Rules of the Road" Camper safety and operations training, or other similar materials or instructions that we provide to you at the time of rental. **Sitting, standing or lying on the roof of the Camper and smoking in the Camper also are prohibited. PROHIBITED USE OF THE CAMPER VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**
- 6. Optional Equipment.** We offer certain Optional Equipment, including generators, and anti sway/load equalizer hitch.
All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.
- 7. Insurance.** You are responsible for all damage or loss you cause to the Camper and to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Camper. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with legible copy of any service of process, pleading, or notice to any kind related to an accident or other incident involving the Camper. You have obtained an insurance binder from your auto insurance company or a third party for both comprehensive and collision insurance with a maximum deductible of \$500. You have also obtained proof of towing liability insurance extending to a non-owned towable Camper. Initials _____.
- 8. Charges and Costs.** You permit us to reserve against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 14 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) excess mileage fee if applicable (c) charges for additional drivers; (d) optional products and services you purchased; (e) taxes and surcharges; (f) all expenses we incur in locating and recovering the Camper if you fail to return it or if we elect to repossess the Camper under the terms of Agreement; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payments from you or otherwise enforcing our rights under this Agreement; (h) a reasonable fee not to exceed \$200.00 to clean the Camper if returned substantially less clean than when rented, included failure to dump holding tanks; (i) a fee of up to \$100.00 if you lose the keys to the Camper; (j) a surcharge if you return the Camper to a location other than the location where you rented the Camper if you do not return it on the date and time due, and you may be charged the standard rate for each day (or partial day) after the due-in date, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; and (k) replacement cost of lost or damaged parts and supplies used in Optional Equipment. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.
- 9. Your Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property of that of any other person, that we received, handled or stored, or that was left or carried in or on the Camper or in any service Camper or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility.
- 10. Responsibility for Tolls, Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Trailer during the Rental period. If we are notified by the charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm ("Processor") of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to payment card you used in connection with this rental.
- 11. Our Responsibility to You if the Camper becomes Inoperable.** If the Camper becomes inoperable for more than 24hrs, our liability to you is limited to the daily rental rate times the number of days the Camper is inoperable.
- 12. Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions.

Initials _____

13. Miscellaneous. 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 you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of any performance of your obligations under this Agreement. Our acceptance of payment from you or failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Camper. If any provisions of this Agreement are deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

- \$100 Cancellation fee is taken from reservation deposit if canceled 30 days or more before scheduled pick-up. Within 30 days – reservation deposit is not refundable.
- Our Travel Trailers are equipped with a 7-wire round plug. An electronic brake control is required. Be sure tow vehicle wiring is in working condition.
- Renter and all possible drivers of this vehicle are at least 25 years of age and have a valid driver license and insurance.
- Renter is financially responsible for all on route service maintenance and returning this vehicle in the same condition as it was received at the date and time shown above. Renter has unlimited financial responsibility for negligent damage as described in the terms and conditions. Returning this vehicle prior to the scheduled return date shall not entitle me to any credit or refund for days not used. The ROOF of the vehicle is off limits to all persons. If the Vehicle is not returned within 24hr of the check in time, it will be reported stolen and beyond our control.
- We reserve the right to substitute campers if necessary. If we cannot fulfill your reservation, we will refund all monies received to date.
- **NO Smoking/Vaping in this unit. NO Pets allowed in this unit.** Unit must be returned in same condition as picked up: **Holding tanks dumped, Interior Clean.** A minimum cleaning fee of \$200.00 will be charged for an Un-clean unit, evidence of any pet or evidence of any type of cigar/cigarette/vaping smoke in the camper.

Estimated Charges:

Rental Nights: _____
 Base rental cost (\$): _____
 Optional Equipment (\$): _____
 Rental Sub Total (\$): _____
 Tax Total (\$): _____
 Rental Total (\$): _____
 Reservation deposit (\$): _____
Balance due for rental (\$): _____

+Refundable Damage/Cleaning deposit: \$500 for travel trailers and \$1,000 for RVs (Upon return of camper, the damage/cleaning deposit will be returned after walk-through inspection of camper is found satisfactory)

By Signing below, you acknowledge that you have read, understand and accept the Rental Agreement in its entirety, including the Terms and Conditions included herein. Your signature authorizes us to process payment from you for all charges due under this agreement, including later payment of any traffic, toll or parking violations assessed against the Camper.

Also, by signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family and I may be exposed to or infected by COVID-19 by renting a Camper from Two Rivers Camper & RV Rental (TRCRR) and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19, while renting this Camper, may result from the actions, omissions, or negligence of myself or others, including, but not limited to TRCRR employees and volunteers. I voluntarily agree to assume all the of the foregoing risks and accept sole responsibility for an injury to my family or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, that I or my family may experience or incur in connection with my rental of this Camper. On my behalf, and on behalf of my family, I hereby release, covenant not to sue, discharge, and hold harmless TRCRR, its employees, agents, representatives, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of TRCRR, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after the rental of TRCRR Campers.

Driver #1 Signature: _____

Driver #2 Signature: _____

Date: _____