

# **Atlas Adventure Company, LLC.**

## **Owner: Kendra Caldwell**

### **Rules & Rental Agreement**

This “rules” list may seem like a lot, but I want to make sure you are fully informed and have no unrealistic expectations concerning your RV rental. Most rental agencies have the same rules, I 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 particular 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. Please Initial Each item showing you have read and understand the section.

No Refunds for Early Returns: If you return early we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver’s liability insurance. Insurance MUST be carried and in force for the duration of the rental, failure to adhere to this rule will result in termination of the contract and you will be subject to recovery and legal fees that may be incurred.

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Fee for Late Returns: If you do not receive approval beforehand and are late returning the unit there is a \$40 per hour late fee. You will also be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit. NO EXCEPTIONS.

\_\_\_\_\_ Initials

Campground Reservations. We are not responsible for campground reservations. All campground reservations must be made separately with the campground’s 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.

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NO SMOKING: Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit. No smoking allowed within 20’ feet of Van also prohibited.

\_\_\_\_\_ Initials

NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

\_\_\_\_\_ Initials

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 such as curry or strong gumbo.

\_\_\_\_\_ Initials

Travel Restrictions: Although the Recreational Vehicle is allowed to travel outside of Colorado. No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park.

\_\_\_\_\_ Initials

Toll Roads, Red Light Cameras, parking tickets, etc: Parking Tickets, Mailed Violations, and Toll invoices are a major burden and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 administration fee. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc mail comes our way or the \$75 administration fee will apply! Note: Most toll agencies are good to work with and will help you out if a mistake and call them right away.

\_\_\_\_\_ Initials

Pets: **One Dog allowed upon approval**. Violation of this rule (more than one dog that has not been approved or any evidence of a cat) will be cause for forfeiture of your security deposit. You must cover all seats if dog will be on them. Any scratches on pleather or tears in upholstery or pet stains will be taken out of deposit.

\_\_\_\_\_ Initials

Tow/Hitch:: We do not allow use the tow/hitch unless approved prior to your rental. If evidence is found the the tow/hitch was used without approval, the security deposit will be forfeited and any additional fees if any damage was caused to vehicle.

\_\_\_\_\_ Initials

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 in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.

\_\_\_\_\_ Initials

Training: When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 15 - 30 minutes depending on any prior experience you have with a Class B High Profile vehicle. Picking up an RV is not like picking up a rental car so please plan at least 10 minute driving test when you make your vacation can begin.

\_\_\_\_\_ Initials

Cleaning: If you opted for the cleaning fee, we will clean the unit after the rental. However the vehicle must be returned in good condition with no trash and everything wiped down. If you opted out of the cleaning fee, you must clean the entire vehicle and "Clean" means as you received it & ready for another rental. It cannot be "trashed" or so dirty that it is filled with trash or dirty beyond what is reasonable for a vacation. If you return the vehicle with other than normal and reasonable use, additional fees will be added.

\_\_\_\_\_ Initials

Damage/Minor Repairs: If the RV and/or the contents in the RV at the time of the delivery orientation 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 Kendra Caldwell immediately at 970-210-3566.

Any damages need to be reported to us 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.

\_\_\_\_\_ Initials

Renter Damage: If the RV and/or the contents in the RV at the time of the delivery orientation 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 Kendra Caldwell immediately at 970-210-3566. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair. If professional estimate is needed for extensive repairs, it will delay or impact the return of any security deposit.

\_\_\_\_\_ Initials

Rental Period: The rental period is every day you have the unit past 3 pm, so the unit is due back by 3 pm the day your reserved rental period ends.

\_\_\_\_\_ Initials

Personal Property: You release Kendra Caldwell 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 was caused by our negligence or was otherwise our responsibility.

\_\_\_\_\_ Initials

Personal Injury: You release Kendra Caldwell, 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.

\_\_\_\_\_ Initials

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.

\_\_\_\_\_ Initials

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.

\_\_\_\_\_ Initials

Attorneys' Fees: In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

\_\_\_\_\_ Initials

Modifications: No term of this Agreement can be waived or modified except by an agreement in writing that we the owners have signed.

\_\_\_\_\_ Initials

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.

\_\_\_\_\_ Initials

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

Renter Signature and Date

Renter Printed Name

Renter Address and 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.

KEY FOB REPLACEMENT \$250 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

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

CATS ARE NOT ALLOWED!!!!

Renter Signature and Date

Renter Printed Name

Owner Signature and Date