

RV Rental Contract

Renter(s) Information:

Renter's Full Name _____
Full Address _____

Phone _____
Email _____

Owner(s)/Property Manager Information:

Owner/Manager's Full Name sean malinowski
Full Address 11784 n central dr Roscommon mi 48653

Phone 989 390 6090
Email indigobluex@hotmail.com
Vehicle 2014 grey wolf
VIN 4x4tckb20ek022603
License No _____

Definitions

- "Contract" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- "You" or "your" means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver 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 separately bound by this Contract.
- "We," "our," "us," "I," or "my" means the private owner(s) and property manager(s) renting the Vehicle to you.
- "Web Platform" means the rental search engine that may have been used by the private owner(s) and manager(s) as an intermediary.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- "Vehicle" means the recreational vehicle identified in this Contract.
- "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

Important Disclosures

- By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) and Property Manager(s) of the RV in any suit brought against them.
- You are covered by a web platform supplied insurance policy with a \$ 1500 deductible, or by a Certificate of Insurance from your insurance company, or by a commercial insurance policy from the owner. Chips in the windshield or other glass is not covered by the policy. Interior damage is not covered by the policy.
- You are **financially** responsible for **all** damage (both **exterior and interior**) to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle if it is not repairable or if we elect not to repair it, **loss of use**, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit **may** cover some or all of the damages. You will usually pay only the insurance deductible.
- You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.
- By signing this Contract, you understand and agree that there may be optional products that you may or may not opt to add on to your Rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the Rental has been completed based on usage and damages.

Terms and Conditions

1. You, _____, do hereby agree to rent the 2014 grey wolf VIN 4x4tckb20ek022603 from Sean Malinowski (Property Manager(s)) and (Owner(s)) under the following terms and conditions:
2. The rental shall be from _____ to _____ (**nights**).
3. You agree to pay a gasoline/diesel and a propane fee of **\$25**, if furnace is used
4. Additional charges include a wastewater dumping charge of **\$25** if applicable. . You agree to pay these charges if necessary.
5. **Pets are not permitted in the vehicle.** If there is evidence of a pet, you will be subject to an additional cleaning charge of **\$250** plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
6. **Smoking/vaping is not permitted in the vehicle.** If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of **\$250** plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion.
7. The refundable security deposit for this rental is **\$500**. The mandatory Preparation and Sanitation fee is **\$50**
8. No refund will be given if you prepay for a service but do not use it.

Renter's Initials _____

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9. You release the Property Manager(s) and (Owner(s) from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the vehicle.
10. You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
11. You have read and agree to all rental rates.
12. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
13. The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
14. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
15. You agree that all insurance information (if applicable) provided is true and valid.
16. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel or LP gas, wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
17. This is a contract for Rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Contract. 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 Vehicle.
18. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
19. We may use your deposit to pay any monies owed us under this Contract.
20. You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
21. No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the state of michigan and roscommon County govern this Contract.
22. **Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the Property Manager(s) or Owner(s) during the trip will be done for these items if there are issues. These include TVs, antennas, CD and DVD players, radios, satellite radios, GPS navigation hardware and software, hair dryers, fans, coffee makers, vacuum cleaners,**
23. A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Contract does not constitute a waiver of any other provision of this Contract. 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 vehicle.
24. You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract in its entirety, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this Contract, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

Renter(s)' Signature: _____ **Manager(s)'/Owner(s)' Signature:** _____

Renter(s)' Name: _____ **Manager(s)'/Owner(s)' Name:** _____

Date: _____ **Date:** _____

Time: _____ **Time:** _____

Revised: 2022-02-06

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Renter's Initials _____