

Recreational Vehicle Rental Agreement

Renter must be 25 years of age or older, Renter must have a valid driver's license, Renter must have full coverage auto insurance in their name, and Renter must complete this Agreement and agree to all Rentals Terms and Conditions attached below.

Last : _____ First: _____

Address : _____ City: _____ State : _____ Zip: _____

Home # () _____ Mobile# () _____ Driver's License# : _____

Birth date: _____

Email Address: _____ Previous renter?: YES / NO (circle one)

Rental Period Start Date ____/____/____	Rental Period End Date ____/____/____	Rental Location
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Security Deposit. A \$2500.00 security deposit (the "Security Deposit") is required for this recreational vehicle rental and due prior to the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the recreational vehicle during the Rental Period. If necessary, additional costs associated with missing or damaged items inside or outside the recreational vehicle may be charged to you. The security deposit may also be used to pay any monies owed to under this Agreement.

I would like to rent a recreational vehicle from Jeremy & Joleena West. I understand that Jeremy & Joleena West must approve the Agreement before a reservation can be confirmed. I have the right to cancel the reservation under this Agreement by giving a fifteen (15) day written notice to Jeremy West. If I cancel the reservation less than 30 days prior to the Rental Period Start Date, the total rental payment will be nonrefundable. If Jeremy West cancels the reservation for any reason, all my payments made towards the rental will be refunded within 10 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 10 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by check.

Signature X _____ Date: _____
 (Signature acknowledges Renter has read and agrees with Jeremy West's Rentals Terms and conditions attached below)

TERMS AND CONDITIONS
SIGN AND RETURN WITH RENTAL AGREEMENT

Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Jeremy and Joleena West means the non-motorized Recreational Vehicle identified in this Agreement. "Loss of use" means the loss of our right to use the Recreational Vehicle 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 damage to the Recreational Vehicle until it is repaired or replaced time the daily rental rate.

Initials _____

Rental, Indemnity, and Warranties. This is a contract for the temporary use of the Recreational Vehicle at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Recreational Vehicle from the Rental Location. Unauthorized movement of the Recreational Vehicle will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Recreational Vehicle at your expense without notice to you if the Recreational Vehicle is abandoned or used in violation of any applicable laws 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 and your use of the Recreational Vehicle. We make no warranties, express, implied or apparent, regarding the Recreational Vehicle, no warranty of merchantability and no warranty that the Recreational Vehicle is fit for a particular purpose.*

Delivery / Set up / Pick up. We will deliver and set up the Recreational Vehicle at the Rental Location on the Rental Period Start Date and pick up the Recreational Vehicle upon completion of your Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the Recreational Vehicle and its features. Additionally, the orientation will provide a summary of the prohibited uses of the Recreational Vehicle. The Recreational Vehicles will include instruction booklets which will explain the operation of the Recreational Vehicle and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Recreational Vehicle must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and countertops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card. **If incorrect delivery information is submitted through the reservation request form that results in us delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.**

Valid Driver's License. An acceptable, valid driver's license issued from your country of residence must be presented at the time of rental. The driver's license must be valid for the entire rental period. If the driver's license is in a language other than English, an International Driver's Permit is recommended or other form of identification that we find acceptable.

Acceptable Forms of Payment. Payment for the rental may be made by cash, cashiers check, or direct deposit. A \$50.00 fee will be charged for all returned checks.

Initials _____

Prohibited Uses. The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Recreational Vehicle without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Recreational Vehicle; b) accessing or walking on the roof of the Recreational Vehicle; and c) not complying with all State or federal laws.

Initials _____

Personal Property. You release us, our agents and employees 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 Recreational Vehicle or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

Initials _____

Personal Injury. You release us, our agents and employees 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 Recreational Vehicle, our negligence, or was otherwise our responsibility.

Initials _____

Smoking. There is **No Smoking** in any of the Recreational Vehicles. If the Recreational Vehicle is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

Initials _____

Pet Policy. We prefer **no pets** in Recreational Vehicle. If we do approve your pet there is **\$150.00 pet fee.** Any damage caused from the pet will be deducted from the security deposit.

Initials _____

Limited Supplies. Most Recreational Vehicles come equipped with oversized tanks - approximately ninety (90) gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity,

thirty (30) pounds of propane, and two (2) full charged 12 volt batteries. Some Recreational Vehicles have standard water and holding tanks. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period.

Appliances. The A/C, generator, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, **no compensation** will be made to you. For assistance, you are advised to consult the informational material in the Recreational Vehicle or contact Jeremy West at (409) 365-0758.

Initials _____

Renter Damage. If the Recreational Vehicle and/or the contents in the Recreational Vehicle 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 us immediately at (409) 365-0758. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair. **There will be a minimum charge of \$50.00 for any evidence of TAR in the Recreational Vehicle (floor, tub/shower, upholstery, bed, walls, etc.) The customer is responsible for any permanent damage caused by the TAR and the charge for repair or replacement is at the sole discretion of Jeremy West.**

Initials _____

Early Departures / Extending Rental Dates. You are responsible for reviewing this Agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are **NO refunds** for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.

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.

Governing Law and Venue. This Agreement shall be interpreted and enforced according to the substantive laws of the State of Texas without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Texas or the federal court located in Texas for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Texas or the federal court.

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.

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.

Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.

Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the rental of the Recreational Vehicle 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 _____

Refunds. No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

X _____ Date: _____
(Signature acknowledges that renter has read and agrees to the above Terms and Conditions)

Jeremy West

Date: _____

Joleena West

Date: _____