

### **Renter and Driver requirements**

1. All drivers must be minimum 30 years of age at time of rental, and possess valid drivers' license.
2. Renter must be present, and provide a major credit card and picture identification at time of pick-up.
3. Renter's identification name must match name on credit card being used to pay for rental.
4. Only Authorized Driver(s) are permitted to drive & operate the motor home. Authorized drivers are defined as only those drivers expressly listed and designated as authorized drivers within this contract. Renter relieves Trailhead RV Rentals and its insurance carrier(s) of any liability incurred while the motor home is driven or operated by anyone other than an authorized driver.
5. Renter certifies that all the information provided in the Reservation Application and in this contact is true and accurate. Any inaccurate or fraudulent information voids this rental contract.

### **Vehicles**

1. The reservation confirms rental dates, time, and a general vehicle type range. The reservation may not reserve a specific vehicle, size, type, and color, floor plan or model year.
2. Trailhead RV Rentals reserves the right to fill reservations within the category reserved, and may substitute upgraded coaches/trailers if the reserved motor home is unavailable at the time of departure.

### **Your 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 we received, handed or stored, or that was left or carried in or on the vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. Includes vehicles parked on our premises.

### **Responsibility for damage lost**

1. All damage to the vehicle
2. All damage or loss caused by blowouts, punctures or other road damage, unless the damage is caused by a "loss" that is collision or comprehensive
3. Missing equipment
4. **THEFT & VANDALISM:** You are responsible for loss due to theft or vandalism, or attempted theft or vandalism, of the vehicle and all damage due to vandalism that occurs in connection with a theft.
5. You must report all accidents and/or damage involving the vehicle to us within 6 hours of the occurrence. You agree to pay these charges from credit sources listed in this contract, and assume all responsibility to submit accident reports and claims to the proper authorities.

### **Indemnity and warranty**

You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorneys' fees incurred by us resulting from, and arising out of, this rental and your use of the vehicle. We make no warranties, express, implied, or apparent, regarding the vehicle, and no warranty that the vehicle is fit for a particular purpose.

### **Roof Access**

For safety reasons, all members of the rental party are expressly prohibited from use of the roof ladder and roof. Any evidence of use or access of either of these items will result in full forfeiture of the Security and Damage Deposit in addition to any damage incurred.

### **Maintenance and Breakdown Responsibility**

1. The renter is responsible for checking the engine oil, fluids, and coolant levels at each refueling, as well as reporting any mechanical failures immediately.
2. Trailhead RV Rentals is not liable for renter's expenses due to unforeseen breakdowns beyond Trailhead RV Rental's control.
3. Maintenance expense reimbursement is available from Trailhead RV Rentals (Subject to approval).
4. Customer is responsible for all damage or repair due to negligence or failure to provide maintenance while the renter is responsible for the motorhome.
5. In the event the motorhome is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to the customer is limited to refund of daily rate or portion thereof. Radio, automatic step, air conditioning, refrigerator, microwave and appliances, cruise control, and generator malfunctions are not considered breakdowns and no refunds are available for repair to these items.
6. Customer agrees to obtain prior authorization from Trailhead RV Rentals for all repairs/replacements to the motorhome or the rental will be fully liable for all these expenses, and all damages that may result from improper repair or replacements.
7. Renter acknowledges all tires are in proper order upon taking possession of RV. Flat or leaking tire replacement/repair is the sole cost of the renter, subject to item 6 above, and paragraph C, item 6.

### **Payments**

1. 25% of payment is due upon receipt of Rental Contract and is overdue less than 14 days of departure. Reservations made within 14 days require immediate payment. Renter authorizes full payment to be made by any credit reference listed on the Reservation Application if full payment of contract or Addendums is not made within 14 days of departure.
2. You agree to pay us, on demand, for all charges due us under this contract, including, but not limited to : (a) a mileage charge based on our experience if the odometer or its seal is tampered with, or disconnected; (b) all expenses we incur in locating and recovering the vehicle if you fail to return it or if we elect to repossess it under the terms of this contract; (c) all costs, including pre- and post-judgment attorney's fees, we incur collecting payment from you or otherwise enforcing our rights under this contract; (d) a 2% per month late fee, or the maximum allowed by law (if lower than 2%) on all amounts due us but not paid upon return of the vehicle; (e) \$100, plus \$5 per mile for every mile between the renting location and the place where the motor home is returned or abandoned, plus any additional recovery expenses we incur; (f) \$25 if you pay us with a check returned unpaid for any reason. We may use your Security Deposit to pay any of these amounts owed us.

### **Towing Trailers is NOT allowed**

Some exceptions may be considered on a "per rental" basis. The renter must bring the trailer to be towed to Trailhead RV Rentals for on-site hookup and inspection. The renter must provide his or her own insurance (binder OK).

## Restricted Use

1. All desert areas during hot periods, including Death Valley. During these periods, many areas are not habitable and could pose a danger to humans. Consult Trailhead RV Rentals for a complete list of restricted areas.
2. Travel is prohibited on these Colorado roads: Trail Ridge Road in RMNP, Independence Pass, and Million Dollar Highway.
3. Gatherings or events, which could pose a danger to humans.
4. Non-Public roads, unpaved, and "off-road" areas.
5. Renter is liable for all damages to vehicle, tires, batteries, towing charges and other expenses as a result of a breakdown associated with operating in these areas. Security & Damage Deposit will be forfeited if violated.
6. Renter is prohibited in use of the motorhome/Travel Trailer associated with any illegal or unsafe purpose, including consuming alcohol while driving.
7. Security & Damage Deposit will be forfeited if any portion of this section is violated.

## Security and Damage Deposit

A \$500 security and damage deposit is required before departure and is payable in cash, check or credit card. This deposit covers any damage to the rented motorhome during the rental period, regardless of fault. It also covers any additional charges (fuel, additional mileage, additional days, etc.) incurred related to the rental that were not charged elsewhere in the rental contract or rental application, including traffic tickets or other fines incurred. This deposit also covers all costs and our lost time (\$75/hr), including pre-and post-judgment attorney's, legal & collection fees we incur collecting payment from you or otherwise enforcing our rights under this contract. The deposit may be held until the completion of any legal or collection action. The deposit, or unused portion, is refundable within 7 days.

## Cancellation Policy

- Free cancellation for 48 hours after booking, as long as you cancel more than 14 days before departure.
- If cancelled less than 14 days prior to departure:
  - 50% of the booking total is refunded
  - The service fee and insurance is not refunded

## Insurance

1. All rentals will be insured by Outdoorsy or RVShare insurance selected and paid by the Renter.

**Pick up and Return**

1. Pick up is 1:00 PM
2. Return is 9:30 am. You agree to return the motorhome to the location we specify, in the same condition that you received it, except for ordinary wear.
3. There are no refunds for early returns. There is a \$50 per hour late fee.

**Sanitation Dump**

1. Renter must dump tanks and flush lines before the motorhome is returned.  
A fee of \$100 will be incurred if not done.

**Cleaning**

A fee to clean the motorhome/travel trailer upon return has been included in this contract. If the motorhome/travel trailer required additional cleaning beyond 2 hours, the additional fee will be \$50/hr. The fee is at Trailhead RV Rentals' sole discretion.

**Mileage**

1. There are no refunds for unused miles.
2. Additional Mileage Charge, in excess of 100 free miles per day: \$.35 per mile

**Fuel**

1. No warranties are made regarding fuel tank capacity or fuel mileage.
2. All gasoline, diesel or propane refueling during the trip is at customer's expense.
3. Motorhome must be return with a full tank. If not the cost to fill the tank plus an additional \$50 will be charge to renter.

**NOTICE: These Costs and Policies automatically constitute a portion of any and all Rental Contracts entered into by Trailhead RV Rentals and renter(s), and are binding on both parties. All other materials given the renter during the rental period are included as part of this contract. Signature warrants that renter accepts and understands all conditions herein.**