

Camping Trailer Rental Agreement

Renter must be 25 years of age or older, debit card or credit card used for payment must be in Renter's name, 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 terms and conditions attached below.

Name: Last: Santi ; First: Anthony

Address: _____

City: _____ State: _____ Zip: _____

Home #: () _____ Cell #: (816) 560-3676

Driver's License # _____ State: _____ DOB: _____

Email Address: asanwholesaleusa@gmail.com Previous renter? YES / NO (circle one)

| | | |
|--|---|--|
| Rental Period Start Date <u>05 / 18 / 22</u> | Rental Period End Date <u>05 / 22 / 22</u> | Rental Location Campground: <u>ReKinection Festival</u> |
| Check-in Time: <u>TBD</u> | Check-out Time: <u>TBD</u> | Campsite No: <u>TBD</u> |
| | | Trailer Size: <u>30'</u> |
| <p>Security Deposit: A \$500.00 security deposit (the "Security Deposit") is required for each camping trailer rental and due at the time of booking to secure booking dates. This security deposit covers the cost in the event there are missing or damaged items inside or outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to Paula Simontacchi under this agreement.</p> <p>Rescheduling: If you must cancel your reservation and you are within 30 days of the Rental Period Start Date, you may reschedule your reservation for a fee of \$50. You must notify Paula Simontacchi of your desire to reschedule and pay the \$50 rescheduling fee within 30 days of the Rental Period Start Date. The deposit you placed toward your cancelled reservation will be applied to your rescheduled reservation. You have one year from the date you pay the \$50 rescheduling fee to reserve and occupy a camping trailer from Paula Simontacchi or you will forfeit your deposited amount.</p> <p>Rental Amount: The rental price is \$ <u>775</u> (for <u>4</u> Day(s) Rented) + \$500.00 security deposit = \$ <u>1275.00</u></p> | | |

I would like to reserve/rent a camping trailer from Paula Simontacchi. I understand that Paula Simontacchi must approve the Agreement before a reservation can be confirmed. If approved, I authorize Paula Simontacchi to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Paula Simontacchi have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 30 days prior to the Rental Period Start Date, I will be charged a \$50 cancellation fee. If I cancel the reservation less than 30 days prior to the Rental Period Start Date, the the total rental payment will be non-refundable. If Paula Simontacchi cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 7 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.

Credit Card Number: _____ Expiration Date: _____ Security Code: _____

Signature: X _____ Date: ____/____/____

(Signature acknowledges Renter has read and agrees with Paula Simontacchi's Terms and conditions attached below)

Paula Simontacchi Trailer Rental TERMS AND CONDITIONS

2451 Christopher Winds Ln

St. Louis, MO 63129

SIGN AND RETURN WITH RENTAL AGREEMENT

1. **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 persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Paula Simontacchi. "Trailer" means the non-motorized camping trailer identified in this agreement. "Loss of use" means the loss of our right to use the Trailer 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 Trailer until it is repaired or replaced times the daily rental rate.
2. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer 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 Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer 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 Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.***
3. **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.
4. **Check In.** Delivery times are generally between 2:00p.m. and 5:00 p.m. daily. It is your responsibility to call us at (314) 494-1257 before the Rental Period Start Date to check in with our office and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis.
5. **Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, we will provide you with an orientation to show you the safe and proper use of the Trailer and its features. Additionally, the orientation will provide a summary of the campground rules and prohibited uses of the Trailer. The Trailers will include instruction booklets which will explain the operation of the Trailer and its features, as well as provide campground rules. The orientation process can take up to one (1) hour – please allow yourself enough time. There are no refunds for early departures. The Trailer 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.
6. **Valid Drivers 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, and International Driver's Permit is recommended or other form of identification that we find acceptable.
7. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashiers check, Venmo, Cash App, Paypal, debit card with either the Visa or Mastercard logo, or credit card with either the Visa or Mastercard logo. If using cash, Venmo, Cash App, or Paypal renter will still provide cc info for use in the event the Trailer is damaged beyond deposit amount. If using a credit or debit card, you must present the card at the time of rental, along with a current driver's license or other form of identification that we find acceptable. We will accept personal checks for the first half of payment only and as long as the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.

8. **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 Trailer without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the trailer; and c) not complying with all campground rules and regulations, or State or Federal laws.
9. **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 Trailer or in our offices whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
10. **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 Trailer, our negligence, or was otherwise our responsibility.
11. **Smoking.** There is NO Smoking of any kind inside of the Trailer. If the Trailer 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.
12. **Pet Policy.** We prefer No Pets in trailer. If we do approve your pet, there is a \$150.00 pet fee. Any damage caused from the pet will be deducted from the security deposit.
13. **Limited Supplies.** Most trailers come equipped with oversized tanks – approximately ninety (90) gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity, thirty (60) pounds of propane, and one (1) fully charged 12 volt battery. Some trailers have standard water and holding tanks. It is your responsibility to ensure that these resources last your entire rental period. We will not provide additional water, holding tank capacity, propane, or batteries during the Rental Period.
14. **Appliances.** The A/C, 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 Trailer or contact Paula at 314.494.1257.
15. **Renter Damage.** If the Trailer and/or the contents in the Trailer 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 314.494.1257. At check out, Paula Simontacchi will estimate the damage, if any, and expedite the cleaning and/or repair.
16. **Early Departures/Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rental 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 an additional rental day(s), and any inconvenience fees incurred by the next renter.
17. **Waiver.** Our failure to enforce any of our rights under the Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against the other party unless such waiver is in writing and signed by the party to be charged.
18. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Missouri without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Saint Louis, Missouri or the federal court located in Saint Louis, Missouri.
19. **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.
20. **Attorney's Fees.** In the event a dispute arises regarding the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.
21. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
22. **Entire Agreement.** This agreement constitutes the entire agreement between the parties regarding the rental of the Trailer and supersedes all prior oral or written agreements or understanding regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.
23. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

Signature: X _____ Date: ____/____/____

(Signature acknowledges Renter has read and agrees to the above Terms and conditions)