

# Teardrops NW Rental Agreement

This rental agreement ("Agreement") is made effective as of \_\_\_\_\_, by and between Teardrops NW ("Company"/agent) \_\_\_\_\_ and \_\_\_\_\_ ("Renter"). The parties agree as follows:

**TEARDROP TRAILER:** Company in consideration of the rental payments provided in this agreement shall provide the recreational trailer ("Trailer") for use by the Renter.

<b>Make:</b>	Teardrop Trailer
<b>Model:</b>	
<b>Year:</b>	
<b>VIN</b>	
<b>License Plate:</b>	

**RENT:** Rental rates are based on Teardrop Trailer Rental Rate of:

**3 night minimum Rental for all rentals, 7 night total 10% discount off the base rental rate, 28 night total gets a 15% discount off the base rental rate. This does not include options rented at per day or trip prices.**

**DURATION:** The rental period shall be from \_\_\_\_\_ to \_\_\_\_\_. Renter must return the Trailer to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, Renter remains responsible for the safety of, and any damage to the Trailer until we inspect it upon the Company's next opening for business.

Estimated Total Trailer Rental Rate for Renter \$ \_\_\_\_\_

**DEPOSIT:** At the time of reservation you are required to pay a deposit of 50% of the total rental rate \$ \_\_\_\_\_. In addition there is a \$55.00 preparation fee and \$100 fee if the trailer is not returned in reasonable clean condition. There is a 50% cancellation fee for any cancellation within 30 days prior to the rental period.

## Rental Agreement Continued

The Balance of the rental rate 50% \_\_\_\_\_ is due and payable 14 days prior to the rental period. Acceptable payments are made by credit card.

**CHARGES:** The Renter agrees to pay Company based on Rental Rate, or the appropriate government authorities, on demand for all charges due to the Company under this Agreement, including but not limited to:

- A. Time for the period during which the Renter keeps the Trailer
- B. Charges for optional products or services Renter elects to purchase.
- C. Loss of, or damage to, the Trailer which includes the cost of repair or actual cash value of the Trailer based on the valuation methods accepted by the RV insurance industry on the date of the loss if the Trailer is not repairable, or if we elect not to repair the Trailer, plus and administrative expense incurred in the processing the claim.
- D. Cleaning cost if the Trailer is not returned in the same condition rented.
- E. Actual expenses we incur in locating and recovering the Trailer if Renter fails to return it or Company elects to repossess the Trailer under the terms of this Agreement.

**SECURITY DEPOSIT:** A security deposit will be held in the amount of \$500.00 dollars. Security deposit is due 14 days before the rental period starts. The Company may use your deposit to pay any amounts owed under this agreement. If the amount of security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, by cashiers check or money order. Deposit may be used to pay any amounts owed to the Company under this agreement.

**LIABILITY INSURANCE:** Renter is responsible for all damage or loss you cause to others. Renter has provided us with an insurance binder indicating that the Renter has vehicle liability, collision and comprehensive insurance covering the Renter, Company and Trailer. Since the Renter has auto liability insurance, Company provides no liability insurance. **Proof of insurance and a copy of driver's license of any of any drivers of the vehicle will be provided to Teardrops NW 15 days before the rental period starts.**

**SUPPLEMENTAL LIABILITY, PERSONAL ACCIDENT and PERSONAL EFFECTS INSURANCE:**

Supplemental Liability Insurance is excess liability insurance that protects you and any authorized driver, as defined in the rental agreement, against third party automobile claims for bodily injury and property damage caused during permitted use of rental trailer. The rental agreement may provide some minimum protection for third party liability.

Accept \_\_\_\_\_ Decline \_\_\_\_\_

## Rental Agreement Continued

**RENTAL, INDEMNITY, AND WARRANTIES:** This Agreement is a contract for the rental of the Trailer. We may repossess the Trailer at the Renter's expense without notice to the Renter, if the Trailer is abandoned or used in violation of the law or this Agreement. The Renter agrees to indemnify Company, defend Company and hold Company harmless from all claims, liability, cost and attorney fees incurred by the Company resulting from, or arising out of, this rental and Renter's 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.

**RESPONSIBILITY FOR DAMAGE OR LOSS: REPORTING TO POLICE:** Renter is responsible for all damage to the Trailer, missing equipment and Company's administrative expenses connected with damage regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Trailer and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Trailer. Renter is responsible for damage due to vandalism not associated with theft of the Trailer. Renter is responsible for all damage and will pay the owner on demand for all missing equipment, loss or damage to the Trailer regardless of whether or not Renter is at fault. Renter must report all accidents or incidents of theft or vandalism to the police as soon as the Renter discovers them. Renter must report all accidents involving Trailer to Company within 24 hours of occurrence.

**RENTER ACKNOWLEDGES THAT COLLISION DAMAGE WAIVER IS NOT INSURANCE.** If Renter violates any of the terms or conditions of this Rental Agreement or fails to call the police to the scene of a collision loss, Renter will be responsible for the full amount of damages, even if he or she has accepted and paid for Collision Damage Waiver. You must report all accidents involving the Trailer to us within 24 hours of occurrence.

**CLEANING AND RETURN:** The Security Deposit becomes your Cleaning/Damage Deposit at time of your departure. This deposit is refunded providing the vehicle is returned in the condition it was received (clean inside and out, propane tank fill and no damage or missing equipment) less any outstanding charges(i.e. propane, etc). Any monies held beyond the 5 normal business will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The Renter will forfeit all rental deposits for any vehicle returned with any odor of fish, animal, smoke (including campfire smoke), gasoline or other offensive or hard to remove odors. Excess cleaning fees of \$100 US per hour will be charged above and beyond normal cleaning should it be necessary.

## Rental Agreement Continued

**PROHIBITED USES:** The following uses of the Trailer are prohibited and constitute a breach of this Agreement. The Trailer will not be driven: a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driver license is restricted because of past traffic law violations; b) by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs; c) by anyone who obtained the Trailer, or extended the rental period by giving the Company false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire or compensation; f) to push or tow anything; g) in any race or speed contest; h) to carry dangerous, hazardous, or illegal material; i) outside the United States, or in any area restricted by terms found elsewhere in this Agreement; j) when loaded beyond capacity as determined by the manufacturer of the Trailer; k) on an unpaved surface except and RV campground; l) to transport persons (adult or children) inside the cabin of the Trailer while trailer is in motion of any kind; m) when Renter knowingly to the best of their knowledge that further operation of the Trailer would damage it; o) with inadequately secured cargo; p) to transport an animal inside cabin of Trailer while trailer is in motion of any kind; q) after an accident involving the Trailer without first reporting the accident to the police and to the Company. Driving the Trailer under an overpass, overhang, rock ledge or roof structure without sufficient clearance is also prohibited use.

**INSURANCE:** Customer agrees to maintain Automobile Insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental trailer with the following primary coverage: A) Bodily injury and property damage liability coverage: B) Personal injury protection, no-fault, or similar coverage where required: C) Uninsured/underinsured coverage where required, and D) Comprehensive and collision damage coverage extending to the rental trailer. Customers insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. Customers must obtain written permission, and purchase special liability insurance, to use or operate the rental trailer in Mexico or Canada. Where permitted by law, customers reject uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, Renter is afforded the minimum limits required by law. By signing this agreement, you state that all listed drivers have acceptable driving records. Any breach or this agreement will void ANY insurance coverage.

## Rental Agreement Continued

**FINES/OTHER EXPENSES:** Any fines, penalties, court costs, and other expenses assessed against Lessor, by result Client/Renter's possession and use of the vehicle will be borne by Client/Renter.

**PERSONAL PROPERTY:** Renter releases Company from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in Trailer.

**CONDITION OF TRAILER:** Company shall provide the Trailer in clean and operating condition. Service to the Trailer or replacement of parts during the rental must have Company's prior approval. Renter must check and maintain all fluid levels and tire air pressure during the rental period.

**PETS:** No pets shall be allowed in the Trailer without approval. Additional fees will be applied. Failure to comply with this requirement will result in loss of Security Deposit plus cost of clean up.

**SMOKING:** Smoking is NOT allowed in the Trailer. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**TOWING:** The Trailer is not allowed to tow any other vehicle or trailer.

**DRIVER REQUIREMENTS:** The Trailer can only be driven/towed by an authorized driver 25 years of age or older possessing a valid and identifiable driver's license. All drivers must be covered under the Renter's insurance and will be bound by the terms and conditions of this rental agreement.

**BREACH OF AGREEMENT:** You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

**MODIFICATIONS:** No term of this Agreement can be waived or modified except by writing that we have signed. If you wish to extend the rental period, you must return the Trailer to our rental office for inspection and a written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged in this Agreement.

**COMPANY:** Teardrops NW    Ossie Hamrick President

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Teardrops NW    Ossie Hamrick

**RENTER:**

## Rental Agreement Continued

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Renter Name

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Address

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Phone

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Drivers License Number, State, Exp. Date, DOB

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Rental Insurance Carrier

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Agent

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Policy Number

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Phone

Return Security Deposit to:

Payable to: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Teardrops NW**

**Business Address**

**1337 Madison St. NE 160**

**Salem, OR 97301**

**Ossie Hamrick**

## **TOW VEHICLE EQUIPMENT REQUIREMENTS:**

- Your vehicle must have a class III hitch with 2" receiver and a 7-pin connector
- Your vehicle must be able to tow:
  - 2,000 lbs for the Sojourn or Scout
  - 2,500 lbs for the Ranger or Commander
- The hitch height is approximately 16" from the ground to the receiver.
- Your tow vehicle must have a brake controller for the electric brakes on the trailer to work.