

Hitchell RV

Supplemental Rules & Rental Agreement

This “rules” list may seem like a lot, but we want to make sure you are fully informed and have no unrealistic expectations concerning your RV rental. Most rental agencies have the same rules, we just want to be completely up front before you reserve and prevent any misunderstandings later. Please make sure you understand the rules and ask if you have any questions about any particular rule or expectation. Unfortunately, some customers will break rules or take things from the RV if there are not fees upon return for doing so.

Please read through our Hitchell RV Rules and Rental Agreement and sign that you are in agreement. This list ensures that we are protected in the event of any damage incurred to the interior or exterior of the 2019 Thor Motor Coach Freedom Elite 22FE. VIN 1FDWE3FS5KDC13846

1. No Early Return Refunds: If you return early, we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver’s liability insurance.
2. Fee for Late Returns: A \$50 per hour fee will be taken from the Security Deposit if you return the vehicle after the drop off time frame agreed upon. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit.
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. NO SMOKING: Smoking (including cigars, pipes, marijuana, etc.) inside the Freedom Elite 22FE will forfeit the entire security deposit.
5. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the RV is returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
6. Odors / Cooking: We do not allow any indoor cooking or storage of food items that creates a strong odor in the Freedom Elite 22 FE such as greasy meat, raw fish or cooking with heavy spices such as curry or strong gumbo. A 2 burner Coleman propane stove is provided to be used outside.

7. Travel Restrictions: No travel is allowed on non-paved roadways such as logging roads, forest service roads, beaches, etc. The only exception to this is a non-paved roadway within a licensed Campground/RV Park.
8. Toll Roads, Red Light Cameras, parking tickets, etc. are the responsibility of the renter. All mailed violations, including toll invoices will be charged an additional \$75 administration fee for each citation received. The responsibility for any violations will then be transferred to you and you will be charged a \$75 administration fee. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc. mail comes our way or the \$75 administration fee will apply. Note: Most toll agencies are good to work with and will help you out if you call them right away
9. Awnings: We do not allow the usage of the exterior awning, it has been disabled. This is for your protection as an awning can cost upwards of \$3,000 to replace. They are damaged very easily due to weather or accidental misuse and not covered by insurance. Damage to awnings, including damage while driving is the responsibility of the renter and would most likely exceed the security/damage deposit amount.
10. Generator Usage: Four hours per day are included in rental and \$3 per hour overage is deducted from the deposit upon return. Generators are not intended nor designed to be constantly run as a primary source of power while camping. They are for running the electrical elements of the RV and for recharging the battery when it drops below 10.5 Volts. If you desire air conditioning, you need to use a campsite with RV electrical available to plug into. Customers are not allowed to run the generator overnight while sleeping due to the risk of carbon monoxide getting into the unit which could be deadly. You would also have camping neighbors knocking on your door. Generator Damage: Any damage repair/replacement to the generator while being rented will be the responsibility of the renter at the time.
11. Pets: No pets of any kind are permitted. Many renters are allergic to pets so we must ensure that no pet hair, dander etc. are found in the RV.
12. Security Deposit: Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit.
13. Destination: Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.
14. Training: When you pick up the unit, we will complete a pre-rental orientation of the unit that will take about 30 minutes to an hour depending on any prior experience you have with a RV or travel trailer. Picking up an RV is not like picking up a rental car so please plan at least 30 minutes to an hour for this.

15. **Cleaning:** The coach must be returned with a reasonably clean interior. "Clean" means as you received it & ready for another rental. If you pay for excess cleaning, the coach does not have to be returned clean, however it cannot be filled with trash or dirty beyond what is reasonable for a vacation. If you elect to add the cleaning, it is a \$150 fee.
16. **Damage/Minor Repairs:** If the RV and/or the contents in the RV 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 Mary Carol Hitchell immediately at 770-461-2967
 - a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, etc.) the item you purchased and the receipt must be provided upon return for reimbursement.
17. **Appliances.** The A/C, generator, radio, microwave, television, 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 call Jerry Hitchell at 770-843-4023.
18. **Black Water Holding Tank:** The black water tank must be emptied and flushed prior to return & valve left in the closed position when traveling. Placing anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee of \$750.00. If you do not wish to empty and flush the tanks, you can pay the dump fee.
19. **Rental Period:** The rental period is every day you have the unit past 12pm, so the unit is due back by 12 pm the day after your reserved rental period ends. For example, you pick up the unit on a Friday at 1 pm, and return the unit Monday at 12pm, you are charged for 3 days (Fri, Sat, Sun). Pickup and drop off times are customized for each rental. The overage charges (mileage, generator) are based on number of nights rented.
20. **Personal Property.** You release Jerry and Mary Carol Hitchell 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 RV during your rental period and day of Freedom Elite 22 FE return.
21. **Personal Injury.** You release Jerry and Mary Carol Hitchell from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives during your rental period and day of Freedom Elite 22 FE return.
22. **Extra fees:** If you did not elect extra fees at the time of booking, such as the cleaning fee, flushing fee, and etc., you can elect to have them deducted from your deposit.

23. 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.
24. 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.
25. 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.
26. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.
27. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the rental of the Freedom Elite 22 FE, 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.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date