

# AZA Rentals, LLC

## SUPPLEMENTAL RENTAL AGREEMENT

**Owner(s):** AZA Rentals, LLC \_\_\_\_\_

**Renter(s):** \_\_\_\_\_

**Camper:** \_\_\_\_\_

**Pick Up Date:** \_\_\_\_\_ **Return Date:** \_\_\_\_\_

**Pick Up Time:** \_\_\_\_\_ **Return Time:** \_\_\_\_\_

**Destination:** \_\_\_\_\_

This "rules" list may seem like a lot, but I want to make sure you are fully informed and have no unrealistic expectations concerning your RV rental. Many rental agencies have the same rules, I 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 Initial Each item showing you have read and understand the section.

\_\_\_\_\_ DO NOT dump grease or food down the kitchen sink or toilet.

\_\_\_\_\_ NO SMOKING: Smoking (including cigars, pipes, drugs, vaping, etc.) in the unit forfeits Renter(s) deposit, up to \$800.

\_\_\_\_\_ No DRUGS: Any evidence of the storage or use of illegal substances will forfeit Renter(s) deposit, up to \$800.

\_\_\_\_\_ Pets: Pets are only permitted inside of the Trailer with consent from the owner. Pets must be housebroken, and in no circumstance can be left unattended in the Trailer. Any evidence of pet odor, excrement, pet damage, etc. is Renter(s) responsibility including, but not limited to, urine or waste stains, claw/scratch/chew marks damage to furniture, and may warrant excessive cleaning fees or forfeiture of deposit, depending on extent of damage.

\_\_\_\_\_ Missing, Broken or Stolen Items: Please always keep Trailer key with you when away from the Trailer. Be sure to lock the Trailer when you step away and do not leave small children unattended inside. Renter is responsible for missing, broken or stolen items.

\_\_\_\_\_ Roof: No climbing on the roof.

\_\_\_\_\_ Training: Picking up an RV is not like picking up a rental car. Owner(s) will complete a pre-rental orientation of the Trailer that will take about 30-60 minutes depending on any prior experience Renter(s) has with a travel trailer.

\_\_\_\_\_ Waste Holding Tanks/Toilets: Waste holding tanks must be emptied prior to return & valves left CLOSED. Putting anything other than human waste or RV toilet paper (which is provided for you) in the toilets will result in an extra cleaning fee. Any use of the toilet for sanitary napkins, woman's products, wipes, etc. will also result in additional fees.

\_\_\_\_\_ Personal Property: You release AZA Rentals, LLC from all claims for loss of, or damage to your personal property or that of any other person that was in the Trailer, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

\_\_\_\_\_ Personal Injury: You release AZA Rentals, LLC from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relative, whether or not the injury was caused by the use of the Trailer. **This unit comes with an upper bunk. There is nothing provided to stop anybody from falling off the bunks. The renter takes full responsibility for anybody falling off the bunk.**

\_\_\_\_\_ No Refunds for Early Returns: 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. Insurance MUST be carried and in force for the duration of the rental, failure to adhere to this rule will result in termination of the contract and you will be subject to recovery and legal fees that may be incurred.

\_\_\_\_\_ Travel Restrictions: No travel allowed on any non-paved roadways. Only exception to this is a non-paved road inside a licensed RV Park.

\_\_\_\_\_ Odors / Cooking: We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as raw fish storage or cooking with heavy spices such as curry or strong gumbo.

\_\_\_\_\_Toll Roads, Red Light Cameras, parking tickets, etc: Parking Tickets, Mailed Violations, and Toll invoices are a major burden and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will 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 a mistake and call them right away.

\_\_\_\_\_Awnings: We allow the usage of the exterior awning. It must be retracted when winds exceed 15 mph, at night or any time the RV will be left unattended or in motion. This is for your protection because they are a minimum of \$3,000 to replace and may not be covered by insurance. They can be damaged very easily due to weather or accidental misuse. Damage to awnings, including damage while driving (tree, toll road, etc) are 100% your responsibility and will likely exceed your security/damage deposit amount.

\_\_\_\_\_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. 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.

\_\_\_\_\_Damage/Minor Repairs: If the RV and/or the contents in the RV 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 Joshua Tyler immediately at 317-531-3100. If professional estimate is needed for extensive repairs, it will delay or impact the return of any security deposit.

- 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, ice chest, etc) the item you purchased and the receipt must be surrendered upon return if you want reimbursement.
- b. In the case of ANY damage / accident the Renter understands that they MUST contact the Owner to determine if the RV is to be returned early.
- c. Damages caused by the "Renter" will be noted and discussed at time of return. Damages will be taken from the deposit, and if the damages are greater than the deposit then the "Renter" agrees to pay the differences unless the insurance covers the damages.
- d. Damages that are not reported "IMMEDIATELY" will be considered a violation of ANY/ALL contracts.

\_\_\_\_\_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 call the emergency contact, Joshua Tyler immediately at 317-531-3100.

\_\_\_\_\_ 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 our rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

\_\_\_\_\_ 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 writing that Owner and Renter has signed.

### **Driving**

\_\_\_\_\_ Driving speed- Recommended speed is 65mph for trailer tires. Driving over 65mph may compromise the integrity of the tire.

\_\_\_\_\_ Wide turns are necessary to avoid hitting objects, damaging others and the camper.

\_\_\_\_\_ Watch angles and slopes as you are driving. The camper does not flex, and the rear or the front may ground out causing damage to the camper.

### **Other General Notes and Rules**

\_\_\_\_\_ Be sure to close all vents and awning in the event of a storm.

\_\_\_\_\_ Be cautious of water levels in the tanks. Damages occur when they are not monitored.

\_\_\_\_\_ The RV needs correctly wired 30 amp connection for shore power.

\_\_\_\_\_ The camper will not be powered by generator without prior authorization of owner.

\_\_\_\_\_ Bicycles will not be towed on the interior of the camper.

\_\_\_\_\_ Renter also further agrees that if there is any damage caused by malicious, and/or questionable use, and/or misuse that they will be responsible.

\_\_\_\_\_ Renter acknowledges that their "Personal Auto Insurance" is primary in the event of an accident/incident.

\_\_\_\_\_ Renter agrees that the camper will not be abandoned for any reason. It is the renter's responsibility to return the camper to the pickup location.

\_\_\_\_\_ Renter agrees to "Hold Harmless" the Owner of said unit.

\_\_\_\_\_ Renter understands that regardless of situation that the Owner is "Hold Harmless" under any circumstances involving accident / injury / damages.

\_\_\_\_\_ Renter further understands that if there is any reason that the Owners insurance rates go up due to a claim from accident/incident/damage resulting during the rental period that the Renter agrees to financial compensation in the amount of the differences caused by their claim.

\_\_\_\_\_ Renter understands that "Tire Failure" is not the responsibility of the Owner. Tires that have had a "Manufacturer Defect" will be covered if the tire is brought back. All costs to have tire repairs done are the obligation of the "Renter".

\_\_\_\_\_ "Conversion" is a term when a "Renter" does not return said property at the designated time/date. "Renter" understands that "Conversion" issues will be charged at a rate of 1 ½ the daily rate, plus any applicable "Recovery Fees".

\_\_\_\_\_ Recovery Fees - Flights, Towing, One Way Travel, Two Way Travel, Drop Vehicle, Extra Person, Fuel, Tolls, Permits, and any other charges that could be applied due to a "Conversion Recovery".

**Replacement Fees**

These fees are not all encompassing, but meant to give you an idea of costs to repair/replace items. If assessed, they will be deducted from your security deposit and any damages in excess of your deposit not covered by insurance will also be your responsibility. You also agree that you intend to return all property of the Owner(s). If anything is missing or damaged it will be deducted from your deposit.

**ESTIMATED FEES**

Dump charge if black and grey tanks are not emptied prior to return, without prior authorization from owner	\$150
Flushing incorrect items/clogged black tanks	\$350
Key replacement	\$50
Shore-power electrical cord, for repair/replacement if damaged	\$150*
Trailer wire harness and connector	\$300
Sewer hose replacement	\$70
Remote replacement (TV, Air Conditioner, Electric Heater)	\$50
Broken TV	\$250
Ripped awning	\$3500*
Broken awning	\$5000*
Missing/broken key	\$50
Surge protector	\$400
Excessive cleaning fees	\$50/hr
Labor fees, <b>only</b> charged in event of damage and/or claims	\$50/hr

\*Actual costs will depend on level of damage per incident.

These agreements are in addition to any other rental agreements.

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

**Renters Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Renters Printed Name:** \_\_\_\_\_

**Owners Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Owners Printed Name:** \_\_\_\_\_