

# RV Rental Contract for Trailer Deliveries

## Renter(s) Information:

Renter's Full Name \_\_\_\_\_  
Full Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Driver's License No. \_\_\_\_\_  
Exp. Date \_\_\_\_\_  
Birth Date \_\_\_\_\_  
Renter's Insurance Carrier \_\_\_\_\_  
Additional Driver's Name \_\_\_\_\_  
Driver's License No. \_\_\_\_\_  
Exp. Date \_\_\_\_\_  
Birth Date \_\_\_\_\_

## Owner(s)/Property Manager Information:

Owner/Manager's Full Name Ryan & Amanda Smith  
Full Address 143 Lakeview St.  
Whitney, TX 76692  
Phone 214-532-1391 / 469-233-7427  
Email lakewhitneyonwheels@gmail.com  
Vehicle 2016 Wildwood 28DBUD  
VIN 4X4TWDD26GA257791  
License No B63-8755

## Definitions

- "Contract" means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- "You" or "your" means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver 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 separately bound by this Contract.
- "We," "our," "us," "I," or "my" means the private owner(s) and property manager(s) renting the Vehicle to you.
- "Web Platform" means the rental search engine that may have been used by the private owner(s) and manager(s) as an intermediary.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- "Vehicle" means the recreational vehicle identified in this Contract.
- "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

## Important Disclosures

- By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) and Property Manager(s) of the RV in any suit brought against them.
- You are covered by a web platform supplied insurance policy with a \$\_\_\_\_\_ deductible, or by a Certificate of Insurance from your insurance company, or by a commercial insurance policy from the owner. Interior damage is not covered by the policy.
- You are **financially** responsible for **all** damage (both **exterior and interior**) to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual cash value of the Vehicle if it is not repairable or if we elect not to repair it, **loss of use**, diminished value of Vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit **may** cover some or all of the damages. You will usually pay only the insurance deductible.
- You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.
- By signing this Contract, you understand and agree that there may be optional products that you may or may not opt to add on to your Rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the Rental has been completed based on usage and damages.

## Terms and Conditions

1. You, \_\_\_\_\_, do hereby agree to rent the **2016 Forest River Wildwood 28DBUD VIN 4X4TWDD26GA257791** from N/A (Property Manager(s)) and **Amanda Smith** (Owner(s)) under the following terms and conditions:
2. The rental shall be from \_\_\_\_\_ to \_\_\_\_\_ ( **- nights**).
3. The sum of the rental shall be \$\_\_\_\_\_ USD.

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4. You may be required to pay a propane fee of **\$20**, plus the actual cost of propane to refill the propane tank if it is returned less than full.
5. You understand that the sum of the rental includes a cleaning fee of **\$0** if returned clean or **up to \$250** if not returned clean.
6. You understand that a **cleaning fee** is not the same as a **prep and sanitation fee** which is not the same as a **wastewater dumping fee**.
7. **Pets are not permitted in the vehicle.** If there is evidence of a pet, you will be subject to an additional cleaning charge of **\$250** plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
8. **Smoking/vaping is not permitted in the vehicle.** If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of **\$250** plus potential forfeiture of your entire security deposit, at the manager's/owner's discretion.
9. The refundable security deposit for this rental is **\$1,000**. The mandatory Preparation and Sanitation fee is **\$100**.
10. No refund will be given if you prepay for a service but do not use it.
11. **We have 72 hours from the time we pick up the RV to inspect it for damage not noticed at check in. You have 72 hours from the time we submit the final check-in forms to dispute any damages or other charges.**
12. You release the Property Manager(s) and (Owner(s) from all claims for loss of, or damage to, your personal property or that of any other person, which is left or carried in the vehicle.
13. You agree to pay us on demand for all charges due us under this Contract, including but not limited to: (a) time for the period during which you have the Vehicle; (b) charges for the optional services; (c) applicable taxes if any; (d) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (e) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable in the amount of **\$125** for each day that it is unusable or unrentable (this applies only to off-platform rentals); (f) **we will not refund any of the time charges if you return the vehicle earlier than the date or time due in.**
14. You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV.
15. You have read and agree to all rental rates.
16. You acknowledge that there might be a GPS tracker in the RV.
17. Unless authorization is obtained from the manager(s) or owner(s), no repairs, replacement of parts or service shall be completed during the Rental period.
18. The manager(s)/owner(s) are **not** responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The manager(s)/owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to Rental condition as promptly as possible.
19. You are responsible for reporting all accidents, incidents of vandalism or theft to the police and the manager(s)/owner(s) upon discovery.
20. You agree that all insurance information (if applicable) provided is true and valid.
21. We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of LP gas, wastewater dumping, time, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
22. This is a contract for Rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Contract. 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 Vehicle.
23. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
24. The following acts or uses of the Vehicle are prohibited and **may result in forfeiture of the entire security deposit**: (a) the use of the awning during inclement weather or high winds is not recommended and may void any warranty or liability claims; (b) damaging the Vehicle by sitting, standing, or lying on the roof of the Vehicle; (c) damaging the Vehicle by placing signs, lettering or painting on the outside of the Vehicle; (d) damaging the Vehicle by placing speakers or other sound equipment on the exterior of the Vehicle; (e) carrying guns, ammunition or large knives.
25. We may use your deposit to pay any monies owed us under this Contract.
26. You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
27. No term of this Contract can be waived or modified except by a writing that we have signed. This Contract constitutes the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the state of **Texas** and **Hill County** govern this Contract.
28. **Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. No troubleshooting by the Property Manager(s) or Owner(s) during the trip will be done for these items if there are issues. These include TVs, antennas, CD and DVD players, radios, satellite radios, hair dryers, fans, coffee makers, vacuum cleaners and artificial fireplaces.**

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- 29. A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Contract does not constitute a waiver of any other provision of this Contract. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this Rental or the reservation of a vehicle.
- 30. If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.

By signing below, you acknowledge that you have been given an opportunity to read this Rental Contract in its entirety, including the Terms and Conditions before being asked to sign. Your signature authorizes us to process payment from you for all charges due under this Contract, including later payment of any traffic, toll or parking violations assessed against the Vehicle.

<b>Renter(s)' Signature:</b> _____	<b>Manager(s)'/Owner(s)' Signature:</b> <u>Amanda Smith</u>
<b>Renter(s)' Name:</b> _____	<b>Manager(s)'/Owner(s)' Name:</b> <u>Amanda Smith</u>
<b>Date:</b> _____	<b>Date:</b> _____
<b>Time:</b> _____	<b>Time:</b> _____

Revised: 2023-01-01  
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