

## Camper/RV Rental Agreement

*Renter must be 25 years of age or older, 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.*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone # \_\_\_\_\_  
Driver's License #: \_\_\_\_\_ Birth date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Rental Period Start Date \_\_\_\_\_ Rental Period End Date \_\_\_\_\_  
Check-in Time: 2:00 p.m. Check-out Time: 10:00 a.m.

Camper Rented: \_\_\_\_\_

### Rental Location

Campground: \_\_\_\_\_  
Camp Site #: \_\_\_\_\_  
Campsite Length can fit 40 ft Trailer (Y/N): \_\_\_\_\_  
Campsite has 50 AMP Electrical Service (Y/N): \_\_\_\_\_

### Damages:

- \_\_\_\_\_ I understand that any damages that occur to the RV during my rental period will be my responsibility to cover the repair cost and potentially any lost income.
- \_\_\_\_\_ I understand that if I choose to use the awning during my rental period, any damages that occur are my responsibility to pay. A damaged awning is a minimum cost of \$2000.

**Security Deposit.** A \$500.00 security deposit (the "Security Deposit") is required for each camping trailer rental and due on the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the 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 you. The security deposit may also be used to pay any monies owed to Peach State Camper & RV Rentals LLC under this Agreement.

**Cancellation Policy.** If renter cancels reservation within 72 hours of signing rental agreement, no fee is owed. If renter cancels reservation after 72 hours and before two weeks of the rental start date, renter is responsible for 50% of the total. If reservation is canceled within two weeks of rental start date, renter is responsible for the total amount of the reservation.

**Receiving Notices and Mail.** If you have a change of address, you must notify us. Please ensure you're providing the most updated address to receive notices and mail.

I would like to reserve/rent a camping trailer from Peach State Camper & RV Rentals LLC. I understand that Peach State Camper & RV Rentals LLC must approve the Agreement before a reservation can be

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confirmed. If approved, I authorize Peach State Camper & RV Rentals LLC to charge me for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Peach State Camper & RV Rentals LLC have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 72 hours after booking and two weeks before the rental start date, I will be charged 50% of the total rental amount. If I cancel the reservation within two weeks of the rental start date, the total rental payment will be nonrefundable. If Peach State Camper & RV Rentals LLC 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 15 business days after the Rental Period End Date.

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(Signature acknowledges Renter has read and agrees with Peach State Camper & RV Rentals LLC Terms and conditions attached below)*

**Peach State Camper & RV Rentals LLC Signature:** \_\_\_\_\_

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

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## **TERMS AND CONDITIONS**

### 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 Peach State Camper & RV Rentals LLC, a Georgia corporation. "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 time 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. Renter shall not hold Peach State Camper & RV Rentals LLC responsible for electrical insufficiencies at the Trailer Site/ location. Renter acknowledges that this unit requires a spot at least 33ft in length, a 50 amp receptacle for power, a sewer inlet connection for bathroom use, and a potable fresh water supply connection.

4. **Check In.** Delivery times are generally between 1:00 – 3:00 p.m daily. It is your responsibility to notify us at (478) 225-3592 with directions to your designated campground spot.

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, one of our staff members 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 rules and prohibited uses of the Trailer. The Trailers will include instruction booklets which will explain the operation of the Trailer and its features. 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 you. If incorrect delivery information is submitted through the reservation request form that results in Peach State Camper & RV Rentals LLC 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.

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6. **Valid Driver's 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, an 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, or electronic funds transfer (via bank or platform such as Venmo, Zelle, or Apple Pay). A 3% transaction fee will be added for electronic payments. 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. **Lost and Found.** Peach State Camper & RV Rentals LLC is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Peach State Camper & RV Rentals LLC immediately if Renter discovers it left any item at the Trailer, and Peach State Camper & RV Rentals LLC will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

11. **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.

12. **Smoking.** There is No Smoking in any of the Trailers. 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.

13. **Pet Policy.** We prefer No Pets in trailer. If we do approve your pet, there is a \$50.00 pet fee. Any damage caused from the pet will be deducted from the security deposit. Evidence of unauthorized pets will result in a \$350.00 charge.

14. **Limited Supplies.** Most trailers come equipped with oversized tanks - approximately eighty (80) gallons of fresh water, eighty (80) gallons of gray and black water holding tank capacity, thirty (30) pounds of propane, and two (2) full charged 12 volt batteries. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period.

15. **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,

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you are advised to consult the informational material in the Trailer or contact Peach State Camper & RV Rentals LLC at (478) 225-3592.

16. **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). The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended. If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at (478) 225-3592. At check out, Peach State Camper & RV Rentals LLC will estimate the damage, if any, and expedite the cleaning and/or repair.

17. **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 additional rental day(s), and any inconvenience fees incurred by the next renter.

18. **Cleaning Fee.** If, in the sole discretion of Peach State Camper & RV Rentals LLC, the cleanliness of the Trailer is not substantially similar to the level of cleanliness of the Trailer when delivered to the Trailer Site, an additional cleaning fee of \$50 per hour will be charged to Renter.

19. **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.

20. **Governing Law and Venue.** This Agreement Shall be interpreted and enforced according to the substantive laws of the State of Georgia without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court.

21. **Insurance.** Renter agrees to and confirms that they have adequate auto and/or other RV rental insurance to cover the duration of their rental period. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.

22. **Tax.** Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this Agreement.

23. **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.

24. **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.

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25. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.

26. **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 understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

27. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*(Signature acknowledges Renter has read and agrees with Peach State Camper & RV Rentals LLC Terms and conditions attached below)*

**Peach State Camper & RV Rentals LLC Signature:** \_\_\_\_\_

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

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## Authorization Form for Damages or Additional Fees

I hereby authorize Peach State Camper & RV Rentals LLC to charge my credit card as follows:

CARDHOLDER'S NAME : \_\_\_\_\_

CARD TYPE (VISA, AMEX, MASTERCARD, ETC) : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

CITY, STATE, ZIP : \_\_\_\_\_

PHONE : \_\_\_\_\_ CREDIT CARD NUMBER : \_\_\_\_\_

EXPIRATION DATE : \_\_\_\_\_ CVV CODE : \_\_\_\_\_

**This agreement overrides and supersedes all credit card agreements with my credit card provider and/or merchant's terms and conditions.**

**WITH MY SIGNATURE, AS IT APPEARS ON MY CREDIT CARD, I AUTHORIZE Peach State Camper & RV Rentals LLC TO CHARGE MY CREDIT CARD FOR ANY DAMAGES OR LOSSES ABOVE THE SECURITY DEPOSIT OF THE 5th WHEEL OR TRAVEL TRAILER.**

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

By signing this form, I authorize Peach State Camper & RV Rentals LLC to charge my credit card for any charges for damage/missing items/toll fees above the security deposit. I certify that I have been advised of and provided a copy of the Rental Agreement; including the cancellation/refund policy which I have read, understand and accept. I agree not to dispute charges made under this agreement.

### SECURITY DEPOSIT(S)

In order to avoid additional charges billed to your credit card and/or against the security deposit, the rental unit must be returned in identical condition as received and the unit cleaned as per cleaning instructions. Any damages noted at return will be billed for parts and labor. Also, additional rental time and missing items etc. will be billed against the security deposit and/or credit card on file. If there are toll charges against the unit, these will be deducted from security deposit or billed to credit card. Payments of applicable insurance deductibles(\$1000) are on a per occurrence basis and are the sole responsibility of the Renter. In the event Renter fails to obtain a full coverage insurance policy endorsement naming the RV owner and Peach State Camper & RV Rentals LLC as additional insured/loss payee; or Renter's insurance policy denies coverage for any portion of damages and/or lost use revenue, Renter shall assume all responsibility to pay such amounts immediately, as assessed by and upon demand of the RV owner. We reserve the right bill your credit card if there is any type of damage.

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