

# **YELLOWSTONE RV RENTALS**

## **RENTAL AGREEMENT**

This RV Rental Agreement (“Agreement”), is made by and between Yellowstone RV Rentals (“Yellowstone”) and You, (“Renter”). Yellowstone and Renter are referred to collectively herein as the (“Parties”).

The terms, conditions, and other points of this Agreement will continue even after the end of the rental period and remain in full force and effect until complete payment has been made to Yellowstone, and Yellowstone has had a reasonable opportunity to inspect the condition of the rental unit and notified Renter there are no issues.

By entering into this Agreement, Renter hereby acknowledges and warrants they have read all terms of this Agreement, and have understood such. As such, by signing Renter agrees to be bound by all terms of the Agreement listed hereafter.

Renter also agrees that by signing this Agreement, they are acknowledging that they are the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. This clause is subject to any insurance policy Renter chooses to purchase for this reservation.

The Parties agree as follows:

**1. Renter and Owner.**

The “Renter” as used in this Agreement means the individual person completing the booking with Yellowstone. Yellowstone, as referred to in this Agreement shall be the individual or legal entity who owns the unit being rented. Renter acknowledges that Yellowstone RV Rentals may not own the unit it is renting to Renter. Renter also agrees that they may not assign this Agreement to anyone else.

**2. Unit.**

The term “Unit” as used in this Agreement refers to the motorized or non-motorized vehicle rented by Renter from Yellowstone. Unit also includes all applicable equipment such as tires, tools, key fobs, documents, and other products included in the unit upon pick up by Renter.

Renter acknowledges they are accepting Unit for their reservation “as is” with all faults. Yellowstone (including titled owner of the Unit) does not warrant and expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the Unit or tire condition or quality, performance, utility, suitability, or fitness for any particular purpose.

Renter must complete a walk through checklist prior to beginning the reservation, and at the conclusion of the reservation. Said checklist will be provided to Renter by Yellowstone, and need to be returned to Yellowstone. Failure to complete the walk through

check list may result in Renter being charged fees for prior existing damage or condition issues with Unit.

Yellowstone, at all times, will maintain a superior right of possession to Renter. Should Yellowstone need to, in its sole and absolute discretion, take possession of Unit, Renter is liable for costs, fuel, repairs, employee wages, etc incurred in taking possession of Unit.

**3. Rental Term.**

The “Rental Term” will begin when Yellowstone provides Renter with possession of the Unit, and conclude when Renter returns possession of the Unit to Yellowstone. Renter and Yellowstone further agree a completed Agreement must be signed prior to the beginning of the Rental Term.

**4. Designated Driver, Operation of Vehicle.**

As discussed previously, the only individual who may drive the Unit is the Renter who completes the booking with Yellowstone, so long as they are an approved and qualified driver. Approved and qualified, as used in this Agreement, means having an active and valid driver’s license in the jurisdiction Renter resides.

Should additional drivers be desired by Renter, these additional drivers must be approved by Yellowstone previously, in writing, and satisfy at least the following conditions:

- 25 years of age or older
- Valid and active driver’s license in jurisdiction which driver resides
- No criminal driving or traffic citations within the last 18 months

Additional terms related to the operation of the Unit are included in the attached Terms and Conditions.

**5. Prohibited Use of Unit.**

Renter, and their approved additional drivers, represent, agree, and warrant they will not drive the Unit in a careless, negligent, reckless, or otherwise unlawful fashion. If Yellowstone has proof Renter or their additional drivers have violated this clause, Yellowstone is thereby authorized to terminate this Agreement and collect from Renter any fees incurred in doing so such as storage costs, attorney’s fees, legal expenses, and more.

Unless Yellowstone has expressly authorized, in writing, Renter and its guests shall not bring any animals (aside from service animals) into Unit. Yellowstone agrees to comply with all law, including the ADA. The ADA requires that service animals be harnessed, leashed, or tethered, unless the use of these devices interferes with the service provided by the service animal.

Renter will not unroll or use the Unit’s awning without express consent from Yellowstone. Renter is also prohibited from getting on the roof of the Unit for any

reason. If there is a maintenance issue that would require getting on the roof of the Unit, Renter should contact Yellowstone before taking any action.

Renter will not smoke, vape, or use any illegal substances in the Unit. Violation of this clause will entitle Yellowstone to obtain fees from Renter for any remediation or remodeling that needs to be done to remove the smell, residue, etc. of said substances. This will include a minimum of a \$500.00 cleaning fee

Renter will not tow anything with Unit without the express written (email, text, etc) authorization of Yellowstone. Should Renter tow with Unit without this authorization, Yellowstone may charge a fee.

Renter additionally agrees during the Rental Term and with Unit they will not:

- Travel to Mexico
- Travel to Burning Man or within 100 miles of where Burning Man is held(at an time). Should Renter not disclose this as a destination, and travel to such, they will be responsible for three (3) times the nightly rate, and \$75.00 per foot of length of Unit for cleaning fees, and a penalty of nondisclosure of \$5,000.00. Further, no refunds will be given for cancellations to those intending to travel to Burning Man.
- Take the Unit through the Pine Creek/Teton Pass into Jackson Hole, Wyoming.
- Units are equipped with GPS tracking devices, which serve to verify Renter's travel routes. Should these devices reveal Renter has traveled to any No Travel Zone (Mexico, Burning Man) Renter will be responsible for a \$5,000.00 fee.
- Should Renter tamper with or disable the GPS device, they will also be responsible for a \$5,000.00 fee.
- Travel in desert areas in summer months (Death Valley), or in temperatures above 105 degrees Fahrenheit.
- Travel to any gathering or event which could pose danger or damage to the Unit or Renter
- Travel on Non-Public roads, such as unpaved, dirt roads, gravel roads, as well as off-road areas which may result in the insurance coverage on Unit being voided. The only exception to this would be a minimal amount of offroad travel to access Renter's campground. Renter will apprise Yellowstone of this travel before conducting such travel.
- Travel to a destination with elevation above 5,000 feet without discussing such with Yellowstone
- Traveling to or through snow areas during winter months without discussing such with Yellowstone
- Yellowstone may additionally provide to Renter verbal prohibitions on areas Renter may not take the Unit. Renter agrees to abide by this verbal prohibitions from Yellowstone as well. ]

## **6. Actions Which Constitute Breach of Agreement.**

In addition to the items listed in Paragraph 5, the following uses of Unit are prohibited and constitute a material breach of this Agreement and subject Renter to forfeit their security deposit and potential fees and fines:

- Operating Unit to transport more individuals than are seat belts in Unit, or according to state law
- Operating Unit to transport children without federally approved child safety restraint, booster seat, or other safety device
- Utilization of Unit for anything associated with illegal or unsafe purposes • Operation of Unit by anyone not approved as an authorized driver
- Operating Unit under the influence of alcohol, prescription or nonprescription drugs, or any other substance which would affect the driver's ability to operate the Unit.
- Operating the Unit after having obtained Unit or extended the Rental Term by providing Yellowstone with false, fraudulent or misleading information.
- Operating the Unit in any race or speed contest
- Operating the Unit as a way to teach another individual how to drive
- Operating the Unit outside of the United States (unless given express written authorization by Yellowstone)
- Tampering with or disconnecting odometer of Unit
- Operating the Unit with low fluid levels.
- Operating the Unit to commit a willful, wanton, reckless or negligent act with Unit

#### **7. Pick Up of Unit**

Renter will pick up the Unit between 3:00 PM and 7:00 PM Monday through Saturday, depending on Unit readiness and Yellowstone availability. Renter will have the ability to select a specific time while booking the reservation. If Renter desires a time slot outside of these hours, they should contact Yellowstone via phone or email to inquire about this availability.

Renter should plan for a 45-60 minute walk through of the Unit with Yellowstone prior to Renter taking possession of the Unit.

Yellowstone retains the right to not assign an early departure time, even if available one week out, to make the Unit available for rent for the days prior to Renter's departure and Rental Term.

#### **8. Tolls, Expenses, Costs, etc.**

Renter agrees to report and apprise Yellowstone of any tolls, tickets, fees, or other costs incurred during the Rental Term within a reasonable period of time. Said tolls, tickets, fees, or other costs will be the responsibility of Renter to pay. Failure of Renter to report to Yellowstone of any of the above listed costs will result in an additional \$250.00 fee to Renter, charged to the card the reservation was made with. Renter additionally agrees and authorizes Yellowstone to pay any of the above listed costs with the card on file with Yellowstone.

**9. Return Policy.**

Renter agrees to return or leave the Unit no later than the agreed upon check-out time indicated on the confirmation letter received by Renter. Unless stated otherwise, this time is 10:00 am mountain time. Later check-out times may be available, but need to be confirmed with Yellowstone staff first.

If Renter is unable to drop Unit off at the scheduled check-out time, Renter must contact Yellowstone directly to inform them of their inability to return the Unit. As soon as the check-out time has passed Renter no longer has permission to remain in the Unit, and Yellowstone is legally entitled to force Renter to vacate the Unit in a manner consistent with all applicable state and federal laws.

In addition, if Renter is late returning the Unit, Yellowstone will charge Renter a \$75.00 per hour fee. If Renter's late return of the Unit results in the a delay of a subsequent reservation, Yellowstone will charge a fee of three (3) times the nightly rate of Unit to Renter.

Return of Unit prior to the end of the Rental Term does not entitle Renter to a refund of unused time and/or days.

Renter agrees to return the Unit in a clean manner, including having swept floors, cleaned counters, emptied fridge, dishes cleaned, etc.

There may be instances where Yellowstone is unable to be present for a drop off of a Unit. In these instances, Yellowstone will contact Renter to apprise them of Yellowstone's unavailability, and provide directions to Renter for drop off of Unit.

**10. Delivery/Pick-Up Option.**

Renter has an option to have the Unit delivered/picked up to/from them at a set location. If Renter selects this option, times for this service are the same as the check-in/return times listed previously. The designated delivery site must be wide enough to allow maneuverability for the driver and slide outs of the Unit to be opened. If Renter is not sure the designated site meets this criteria, Yellowstone is happy to conduct a preinspection of the site at an additional cost.

Renter acknowledges that delivery and pickup by Yellowstone is based on availability, therefore, this option may not be available to Renter, or specific times may not be available for this to Renter.

Finally, miles that are incurred for pick-up/delivery are considered part of the rental miles selected by Renter, and are subject to any overage fees, if applicable.

**11. Fuel Usage.**

Yellowstone hereby expressly denies any such claim, warranty, or guarantee regarding the capacity of the Unit's fuel tank or its per-mileage statistics.

Any gasoline, diesel, or propane required during the Rental Term is the sole responsibility of Renter.

Renter hereby agrees and warrants they will return the Unit with the fuel level the Unit had at check-in, or more. If the Unit is returned with less fuel than it had at check-in, Yellowstone will be entitled to charge to Renter the cost of returning the Unit to its check-in fuel level, and an administrative fee for the time spent doing it.

**12. Responsibility for Repair, Theft, Security Deposit, Loss of Use.**

Should any covered loss or damage to Unit occur during the Rental Term due to any cause regardless of fault, including acts of nature or God, Renter hereby agrees and warrants they will pay up to \$2,000.00(per loss) in any covered losses as well as any and all amounts not covered by Yellowstone's insurance. Any non-covered losses or damages will be the sole financial responsibility of the Renter. In the case of towable units, the renter's insurance policy must extend primary liability coverage to a non-owned, rented trailer while connected to the renter's insured vehicle.

If damage is shown to have been caused by an action of Renter that is in violation of this Agreement, Renter will be responsible for the full amount of any and all damages that occur to the Unit.

Conclusive proof of damage caused during the Rental Term will be shown by comparing the walk-through checklist with the condition of the Unit at check-out time, by looking at the post Rental Term walk-through checklist.

Should Unit be in disrepair for 12 hours or more, through no fault of Renter, Yellowstone will only refund to Renter the nightly rate, or prorated amount thereof. This is the sole and express remedy of Renter.

Should air conditioning, forced air furnace, microwave oven, generator, refrigerator, house water pump, aux batteries, 110v A/C, water heater, toilet, and shower become in disrepair during the Rental Term, through no fault of Renter, no refund of nightly rates will be given. However, should any of these times fail to operate, an allowance of \$10.00 per day/per item up to a maximum of \$70.00 per item will be reimbursed to Renter. This allowance is limited to \$300.00 per vehicle.

Items such as cruise control, interior lights, TVs, DVDs, audio systems, electric bed or sofas, and external showers are not including with this policy.

Yellowstone shall not be held responsible for damage, loss or theft of any personal property of Renter related to this Agreement or otherwise. Yellowstone will not be held responsible for any damage to renter's tow vehicle. Renter is responsible for ensuring their

vehicle is properly equipped and capable of towing rented trailer. Yellowstone makes no warranties implied or otherwise as to the suitability of renter's tow vehicle.

If Yellowstone requires a security deposit for the reservation, Renter hereby agrees and acknowledges that said security deposit may be used by Yellowstone to pay for any of the repairs to Unit. Should the security deposit not be sufficient to cover these repairs, Renter agrees and acknowledges they are personally responsible to pay for any costs above and beyond the security deposit. If Renter returns the Unit early, they will remain responsible for any damage that occurs during the Rental Term, unless Yellowstone has accepted possession of the Unit. The security deposit shall not be the only method Yellowstone may use to cover these damages.

Should Renter cause the Unit to fall into a state that it cannot be rented out until it is repaired, Renter shall be responsible for the "Loss of Use" of the Unit. "Loss of Use" means the loss of Yellowstone's ability to use the Unit for any purpose due to damage to it or loss of it during this Rental Term, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, Renter and Yellowstone agree that Loss of Use will be calculated by multiplying the number of days from the date the Unit is damaged until it is replaced or repaired, times 80% of the daily rental rate, which Renter and Yellowstone agree represents a reasonable estimate of actual damages and not a penalty.

In addition, should Yellowstone suffer Loss of Use of the Unit as a result of the actions of Renter, Renter will be responsible for any costs required to be paid by Yellowstone to acquire another Unit that is similar in make, model, year, mileage, etc. to the Unit damaged by Renter.

Renter agrees they will not have any repairs done to or conduct repairs themselves on the Unit without the express authorization of Yellowstone. Should any repairs be conducted without this authorization, Renter will be held fully liable for these costs and any damages that may result from improper repair or replacements.

Renter may be responsible for the changing of the Unit's engine oil and/or filters. Yellowstone will expressly notify Renter if this is the case. Should this be the case, or Renter is traveling beyond the estimated milage chosen in their booking and oil service is needed as stated in the oil mileage sticker, Renter agrees to have the oil changed, and to provide the receipts of said change to Yellowstone.

**13. Indemnification and Waiver.**

Renter shall forever defend, indemnify, and hold Yellowstone (including the titled owner of Units), and their officers, employees, agents, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the

Rental Term by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Yellowstone. This indemnity shall continue in effect at all times despite the return of the Unit before or after expiration of the contract terms whether by formal request of Yellowstone or otherwise. It is agreed and understood that Yellowstone has the right to control the defense of any such claim.

RENTER WAIVES AND RELEASES YELLOWSTONE FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE UNIT REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER YELLOWSTONE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14. **Receipt and Acknowledgement.**

By signing this Agreement, Renter acknowledges that they have been given an opportunity to read the terms of this Agreement before being asked to take possession of the Unit. Renter further expressly authorizes Yellowstone to process a charge to the card(s) listed on file for all rental and claim related charges due under this Agreement.

15. **Security Deposit.**

Renter is required to pay a security deposit for the booking of Unit. The amount of the security deposit will be clearly delineated at the time of booking. Yellowstone may use Renter's security deposit to pay any amounts owed under this Agreement. In the event the security deposit is insufficient to cover these expenses, Renter will be responsible to cover the rest of the expenses.

Should no expenses be owed, Renter will be entitled to have their security deposit returned so long as they:

- Return the Unit in the same condition or better than when picked up;
- Return the Unit with the same fuel levels or above when picked up;
- Return the Unit with holding tanks properly emptied to or below the level at time of pick up;
- All additional charges and fees such as tolls, fines, tickets, etc. have been paid.

Yellowstone is entitled to a reasonable amount of time to inspect the unit after check-out to verify condition, etc. before returning security deposit back to Renter.

16. **Maintenance.**

Yellowstone agrees that prior to Renter taking possession of the Unit, they will ensure the vehicle is properly serviced, with adequate fluid levels, air tire pressure, etc. During the Rental Term, however, such responsibility is solely Renter's to ensure the Unit remains in full functioning condition.

17. **Disputes.**



The Parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of Unit will be governed by the laws of the State of Idaho. In addition, the Parties agree that prior to filing any legal action, the Parties will engage in mediation, in good faith, in effort to resolve the dispute without the need for formal legal proceedings. The cost of said mediation will be split evenly between the Parties. Should mediation prove unsuccessful, and a formal cause of action be brought by or against the Parties against each other, the prevailing party of said cause of action shall be entitled to attorney fees and court costs incurred in litigating the matter.

# **SIGNATURE PAGE**

Yellowstone and Client hereby represent and agree that they have read, and understand the foregoing RV Rental Agreement, and by signing below each agree to be bound by the terms and conditions thereof.

\_\_\_\_\_  
Printed Name of Yellowstone RV Rental Representative

\_\_\_\_\_  
Printed Name of Renter

\_\_\_\_\_  
Signature of Yellowstone RV Rental Representative

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date