

**Travel Trailer Supplemental Rental Agreement for
30'11" Jayco Jay Flight SLX 8 265RLS (2018)**

This agreement constitutes a contract between Renter(s):

_____,
and the Owner Peter Marchese, and the Agents Philip and Adrienne Marchese. The Agents have the full authority to execute this agreement and all terms herewith including collecting rent, delivery, delivery and pickup fees, deposits, enforce contract and all other fees and penalties.

RENTER(S) NAME: _____

RENTER(S) ADDRESS (Include City, state, Zip): _____

DRIVER'S LICENSE: (State & ID number): _____

CHECK-IN DATE AND TIME: _____

CHECK-OUT DATE AND TIME: _____

NUMBER OF ADULTS (over 18): _____ CHILDREN: _____

THE OWNER/ OWNER'S AGENT AND RENTER AGREE TO THE FOLLOWING:

1. 1A. TRAILER RENTAL DESCRIPTION:

Welcome to our home away from home in the Eagle's Nest! Come and enjoy some unforgettable family adventures in our incredible 30'11" Jayco Jay Flight SLX 8 265RLS (Rear Living Slide out) gem!

Inside you'll find a private bedroom with a cozy Queen size bed, perfect for a good night's sleep. The rear boasts two comfortable swivel chairs, as well as a sleeper sofa. The sleeper sofa transforms into a full-size bed. Also, the dinette can be set up as another full-size bed. This camper comfortably sleeps 5 or 6 very small adults... who like each other.

Rainy days are no problem with plenty of space to hang out inside, play a board game at the dinette, watch some TV or grab a snack. The refrigerator keeps your food and snacks cool, while there are roomy compartments for both frozen goodies and refreshing beverages. The kitchen has a gas stove and an oven. You can store your kitchen supplies in the spacious pantry. The bathroom is a great space for getting ready or to enjoy a refreshing shower.

Our camper is your ticket to endless adventures. Book it for a trip to the mountains, the beach, family gatherings, or if you need a place to stay while your home is being renovated,

Don't miss out on the fun! Rent now for an amazing Summer or secure your spot for a fantastic Fall season! Let the adventure begin! We cannot wait to share our Eagle's Nest with you!

** We have a Supplemental Rental Agreement (SRA) that will need to be reviewed / signed

** A walkthru will be completed upon delivery, as well as a walkthru will be completed at pickup.

* **Renter MUST be 25+**

* No pets

* No Smoking

*A 3 night minimum

* First 40 miles \$250 round trip. Up to 10 additional miles (50 miles total from pickup location) at an additional \$5.00 / mile

We Offer Delivery Only

1. 1B. RENTER IS RESPONSIBLE FOR ALL CAMPGROUND FEES AND CHARGES

2. **CHECK-IN:** Renter will need at least 30 minutes to check-in for completing / signing check-in list and completing a thorough walkthrough and trailer orientation. Check-in time is to be scheduled with the Agents at least a week prior to delivery. The Agents will follow up with the Renter the day prior to delivery, to confirm the check-in time. If Check-in time is missed, renter(s) will be charged \$50 per hour after agreed upon check-in time. Rental time will start from the originally scheduled time/day.

3. **3A. CHECK-OUT:** Late check-out, without prior approval will result in an additional night charge. A complete walk-through of the rental by the Agents will be done upon check-out. There is a 3-day "post rental" detailed inspection period to ensure there are no issues with the Rental following renter(s) check-out. After a complete check-out of the Rental, the deposit will be released along with the check-in/out list, within 14 business days in full less any adjustments for fees and or damages. Lost rental income due to late returns will be the renter's responsibility.

3. **3B. AGENT DELIVERY:** The Owner/Agents will deliver and pick-up trailer to an agreed upon

site located at: _____ . There is an additional one-way charge of \$250.00 for delivery and pick up for the first 40 miles, which includes leveling and stabilizing the trailer on the site. An additional fee of \$5.00 per mile be charged for any mileage over 40 miles, up to a maximum of 50 total one-way miles. The Agents will only deliver to renter(s) site location within 50 miles of the Topsfield Town Hall (8 West Common St. Topsfield, MA). The delivery rates will be calculated based on the mileage to the renter's destination and not mileage for the round trip. The Owner/Agents are the only individuals permitted to transport and/or move the trailer. There will be a \$500.00 fine to the Renter(s) for moving the travel trailer. The microwave and AC unit require a 30 amp power source. They cannot be run off a household electrical outlet. Renter(s) are responsible for confirming the site location is suitable for trailer setup, including but not limited to: adequate space (height, width, length), adequately level terrain, and appropriate hook-ups.

4. **INITIAL DEPOSIT/FEE REQUIREMENTS:** Along with a signed contract received by the Agent, a deposit of \$500.00 is required. A non-refundable prep fee of \$100.00 will cover prepping and sanitizing the unit prior to each rental.
5. **CANCELLATION POLICY:** No refund adjustment for checking-out earlier than what was agreed to and stated in this agreement. No refund will be given for cancellation or interruption that occurs due to inclement weather. An exception will be made, at Agents or Owner discretion, if the weather is extreme and will damage or flood the rental. It is the renter(s) responsibility to take all measures to safeguard the unit if extreme weather conditions are expected in the area that the unit is being used and notify Agents/Owner of any concerns.

RV Share Cancellation policy: Renters are entitled to a full refund, less the RVshare service fee, for all cancellations made at least 30 days prior to the rental start date. Renters are entitled to a 50% refund, less the RVshare service fee, for all cancellations made at least 14 days prior to the rental start date. Less than 14 days prior to the rental start date, the booking is non-refundable. A 24-hour cancellation grace period is given to all bookings made at least 7 days prior to the rental start date. For all bookings made within 7 days of the rental start date, a 1-hour grace period is given. If a booking is cancelled during a grace period, a full refund including the RVshare service fee will be granted.

6. **RENTAL INSURANCE AND LOSS:** Rental insurance must be on the unit at all times. If the Renters insurance company does not cover the unit, the Owner/Agents third party insurance can be used. The security deposit of \$500.00, is to ensure the Rental is guaranteed the funds needed to

use towards any insurance deductible, damage, lost items and/or lost income from damage to the unit. The Security Deposit is provided as security against damage to the Rental, theft, late check-out and any renter(s) violation of the terms contained in this agreement. The Security Deposit can also be used for non-payment of cleaning, dumping and propane fees. An inspection is done after each check-out and check-in for any damage done to the unit, missing/ damaged personal items, or other discrepancies between check-in/out conditions provided with the unit. The renter(s) shall be liable and solely responsible for any loss sustained by any person, including but not limited to: property damage, accident, injury, or death arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by the Owner/Agents, and hereby agree to indemnify and hold harmless the Owner/Agents from all claims, including those of the parties, arising out of or in any way related to renter(s) and renter(s)'s other occupants and guest use of the unit or items provided therein. Renter(s) assumes the risk of injury to anyone using the rental or visiting the site and will hold the Owner/Agents harmless with respect thereto. In the event of damage or theft, resulting from Renter(s), occupants, and guest(s) actions/inaction, the Owner/Agent(s) is authorized to utilize the credit card on file and/or security deposit to cover said damages. Any legal actions against the Renter(s), the Renter(s) will be responsible for the Owner/Agent(s) court fees, legal fees, and professional fees. In the event of any loss, including but not limited to injuries, death, property damage involving Renter(s), Renter(s) occupants/guest, the Owner/Owner's Agent will be held harmless, and the Renter(s) will be responsible for paying Owner/ Owner Agents court fees, legal fees and professional fees if they should be named in any lawsuits.

- 7. CLEANING, HOLDING TANKS, LEFT ITEMS:** The unit will be inspected, sanitized and cleaned after Renter(s) departure. The unit must be returned in the same condition as received by Renter(s) at check-in. If additional cleaning is required due to differences in check-in/check-out condition, then an additional deep cleaning charge of \$100 will be deducted from the security deposit or charged to the credit card on file. The black and gray water tanks must be emptied by Renter(s) before returning the unit. If the tanks are not emptied an additional charge of \$150.00 will be charged against the security deposit or to the credit card on file. If your site does not have full hookup, then you will be required to add our SmartTote 27LX honeywagon to your trip for \$30. The SmartTote 27LX honeywagon allows you to empty your black and gray water tanks during your trip. ** Please see Rental Agreement Addendum for the SmartTote 27LX** The Owner/Agent(s) are not responsible for articles left in the unit. There will be an additional charge of \$10.00 per item plus shipping cost for the return of any articles found after the Check-out time. Lost & Found will be held for 30 Days. After such time, all items will be either donated or

discarded if not in acceptable condition and will result in a charge per item to the deposit or credit card on file.

8. **NO PETS AND NO SMOKING ALLOWED:** Future renters may have allergies, such as our children, with both pets and smoke. If evidence of pets or smoking inside the rental unit is detected, the Owner/Agents will charge an additional cleaning fee of \$200.00 to treat the property for fleas, smoke and allergens. In addition, any damage caused by pets or smoking materials will be charged to the Renter(s) damage deposit and/or credit card on file.

9. **PERSONAL ITEMS INCLUDED:** The Owner/Agent(s) supplies the rental with kitchen items, included but not limited to: bowls, plates, silverware, kitchen towels, kitchen hot pads, a single serve Keurig, a Coffee Pot; cleaning items, included but not limited to: vacuum, broom, sponges, cleaner; and other miscellaneous items, including but not limited to: six blue outdoor camping chairs, 4 outdoor green chairs, a small outdoor table, outdoor rug and a popup sun canopy. A Linen Add On is available, for an additional charge of \$25.00 per sleeping area requested by the Renter. The Linen Add On includes one set of linens per sleeping area(s) requested (bed, sofa, dinette), one set of pillows per sleeping area(s) requested (bed, sofa, dinette), two bathroom towels and two bathroom face cloths per sleeping area(s) requested. A \$10 fee plus the item replacement cost will be charged to the Renter(s) security deposit and/or credit card on file for each missing/damaged personal item. Paper towels and toilet paper, specifically for the travel trailer will be provided.

10. **RENTERS LIABILITY:** Renter agrees to accept liability for any damages, theft, or injuries to the Rental by renter, occupants, and guest, including but not limited to damage to the Rental in any way or damage to any appliances and/or equipment furnished. If damages/losses are in excess of the security deposit, renter agrees to fully reimburse Owner/Agents plus applicable fees. Any violations or damages will be stated in the check-out, check in form.

11. **11A. AWNING: The awning is to NOT be used by the renter. Insurance does not cover damages to the awning. Due to this, we have zip tied our awning closed, and have notated it on the awning button to not use, to protect both the renter and the Owner/Agent(s) from a costly repair. The renter is liable for any and all damage(s) to the awning.**

11B. ** Due to this inconvenience, we have added a PopUp canopy for you to use, that also has four weights for its legs, as well as ground stakes. The Renter is responsible for setting up the PopUp canopy. We recommend that the Renter takes down the PopUp canopy when there is bad weather,

at night when they are not present, or if they will be gone for the day. Please note that PopUp canopies can take flight. The Renter is responsible for all damages incurred due to improper use of the PopUp canopy.

12. **5500 Watt Dual Fuel (Gas or Propane) Electric Start Inverter Generator:** This is an add on for \$35/night. The Renter is responsible to follow all rules of the campground with generator use. The Generator must be returned with gas otherwise a \$15 charge. ** Please see Generator Addendum if added onto your rental.

13. **13A. HOLD HARMLESS:** The Owner/Agent(s) do not assume any liability for loss, damage, injury, or death to persons and/or their personal property. Neither do we accept liability for any inconvenience or disruption arising from a temporary defect(s) or stoppage in supply of water, gas, electricity or plumbing. The Owner and Agent(s) accept no liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond their control. (See #6 and #11). **The undersigned, for himself for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges the Owner/Agent(s) from any and all claims, demands, and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, occupants and guests as a result of or in connection with the occupancy of the unit and agrees to hold harmless the Owner/Agent(s) free and harmless of any claims or suits arising therein.** In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover court, legal and professional fees. If Renter(s) and or guest violate this agreement and conditions, the Owner/Agent(s) can terminate this agreement and enter and/or remove the unit. Upon notice of termination of this agreement, Renter(s) shall vacate the unit immediately. In the event the Owner/Agent(s) resorts to legal action to enforce rights under this agreement, Renter(s) will be responsible for reasonable Owner/Owner's Agent legal, court and professional fees.

Renter agrees this contract is entered into in : CITY: _____,
STATE _____.

13. **13B.** This contract constitutes the entire agreement. No orally agreements have been made. This contract can only be changed in writing with an addendum to this agreement.

CREDIT CARD PAYMENTS:

Name on Card: _____

Card #: _____ Exp Date _____
Security # on back of card: _____.

**REMEMBER THAT YOU ARE RENTING OUR PRIVATE RENTAL.
PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO
YOUR OWN HOME.**

RENTER PRINTED NAME: _____

RENTER SIGNATURE: _____ DATE: _____

RENTER PRINTED NAME: _____

RENTER SIGNATURE: _____ DATE: _____

Name and relationship of other occupants:

Renter's Home phone: _____ Cellphone: _____

Emergency contact & phone number: _____

Owner/ Owner's Agent:

Name: _____

Signature: _____

Date: _____

Contact phone numbers: _____