

# RV RENTAL AGREEMENT

## Rental Agreement

Please read the following policies and conditions carefully. It forms any rental agreement you make with us. This agreement is made between LeDies LLC & Henry S. Seidel, ("we", "us", "our", "company") and the Renter(s) ("you", "your") for the RV ("Recreational Vehicle", "Vehicle", "Motor Home"). Please read this agreement. You are renting our RV. Please treat it with the same respect as you would to your own home.

## Indemnity and Warranty

This is a contract for the rental of the Motorhome. We may repossess the motorhome at your expense without notice to you, if the motorhome is abandoned or used in violation of law or this Agreement (see "Prohibited Uses" below). 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 motorhome or our repossession of it.

## Renter and Driver's Requirements

1. All drivers must be minimum 25 years of age at the time of rental, and possess a valid drivers' license.
2. Renter must be present, and provide a major credit card and picture identification at time of pick-up.
3. Renter's identification name must match name on credit card being used to pay for rental.
4. Only Authorized Driver(s) are permitted to drive and operate the motor home. Authorized drivers are defined as only those drivers expressly listed and designated as authorized drivers within this contract. Renter relieves LeDies LLC, Henry S. Seidel Jr. and our insurance carrier(s) of any liability incurred while the motorhome is driven or operated by anyone other than an authorized driver.
5. Renter certifies that all the information provided in the Reservation Application and in this contract is true and accurate. Any inaccurate or fraudulent information voids this rental contract.

## Security Deposit

A \$1500 security and damage deposit is required on all rentals before departure. This deposit covers any damage to the rented motorhome during the rental period, regardless of fault. It also covers any additional charges (fuel, additional mileage, additional days, etc.) incurred related to the rental that were not charged elsewhere in the rental contract or rental application, including traffic tickets or other fines incurred. This deposit also covers all costs and our lost time (\$125/hr), including pre-and post-judgment attorney's, legal & collection fees we incur collecting payment from you or otherwise enforcing our rights under this contract. The deposit may be held until the completion of any legal or collection action. The deposit, or unused portion, is refundable within 7 days.

## Pick-Up and Return

1. Pick up is 9:00 AM Monday through Sunday
2. Return is by 3:00 PM Monday through Sunday,

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3. You agree to return the motor home to the location we specify, in the same condition that you received it.
4. If the vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the vehicle until we inspect it upon our next opening for business.
5. There are no refunds for early returns.
6. Late Fee: \$25.00 per hour, after two hours a next day charge will incur

### **Mileage**

150 Miles per night averaged is included in the rental price. If additional mileage is needed it may be purchased in advance. Additional mileage will be charged at \$0.67 per mile. If additional mileage is not purchased before rental commences and there is a mileage overage on return, the overage will be deducted from the security deposit.

### **Cancellations/Refunds**

Renters are entitled to a full refund for all cancellations made at least 30 days prior to the rental start date. Renters are entitled to a 50% refund for all cancellations made less than 30 days prior to the rental start date. 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 cancellation grace period is given. If a booking is cancelled during a grace period, a full refund will be granted. Once the rental commences, the booking is non-refundable.

### **Sanitation Dump**

1. All Holding tanks (Black Water Tank & Gray Water Tank) should be returned empty. A Fee of \$50.00 will be assessed at time of return if both of the holding tanks are not empty.
2. Should the RV be returned with either of the holding tanks clogged, a fee of \$250 will be charged. In addition, the renter will be responsible for any tickets or fines levied in conjunction with waste disposal.

### **Fresh Water Holding Tank**

As a courtesy the fresh water holding tank will be filled to full with filtered clean water for all rentals prior to pick-up. We do not require the fresh water holding tank to be returned full upon check-in. If you need to add water to the fresh water holding tank during your rental period please use only clean water from a trusted source. If contaminated water is found in the fresh water holding tank on return a sanitization fee of \$75 will be charged.

### **Generator Usage**

Three (3) hours per night averaged, free generator use. Thereafter, there is a \$4.00 per hour charge. No refunds will be given on unused generator hours.

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## **Tires & Wheels**

Tires and wheels are the responsibility of the renter(s). In the event of a tire and/or wheel failure the renter is responsible for having the tire and/or wheel replaced with the same type of tire and/or wheel and bringing us a receipt for the new tire and/or wheel. Renter(s) must use a qualified service company to change the tire and/or wheel. We will reimburse you for a replacing a defective tire and/or wheel. We will not reimburse you for a tire and/or wheel damaged by your improper driving technique (for example: a right rear tire blowout caused by you scraping a curb). If applicable, to be eligible for reimbursement, failed tires and/or wheels must be returned to us at check-in for inspection, failure to do so will result in forfeiture of any reimbursement.

## **Cleaning**

Our fleet of RV's are cleaned and sanitized prior to each rental. We ask that the RV be returned in the same level of cleanliness that it was received. If the motorhome to our discretion requires excessive cleaning the additional fee will be \$250. (Examples that warrant a cleaning fee would be returning the RV with dirty dishes, leaving dried-on/cooked-on food on the counters, fridge, microwave, stove & sink, stains on upholstery, sand-covered or muddy floors, etc.)

## **Smoking and Pet Policy**

There is NO SMOKING and NO PETS allowed in the Motorhome. There is a \$500 fumigation fee for rentals having any evidence of smoking and/or pets. Our main concern is for the health of subsequent renters.

## **Appliances**

The A/C, TV/AV equipment, Awning, Cruise Control, Radio, Microwave, Washer, Refrigerator, and Generator are considered convenience items. Should any malfunctions occur with any of these items during your trip, no compensation will be made to you.

## **Roof Access**

For safety reasons, all members of rental party are expressly prohibited from use of the roof ladder and roof. Any evidence of use or access of either of these items will result full forfeiture of the Security and Damage Deposit in addition to any damage incurred.

## **Fuel/Propane**

1. No warranties are made regarding fuel tank capacity or fuel mileage.
2. All gasoline, diesel or propane refueling during the trip is at customer's expense.
3. Motorhome is provided with a full tank of fuel. Renter agrees to return the RV with fuel tank refilled to full; otherwise the refill charge is at a fixed price depending on level returned. Fixed price is based on ¼ tank increments plus a \$50 refueling fee.

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4. We will provide you with a full tank of propane before you leave. If you need more propane during your trip, refueling is at your expense. We currently do not require you to return the RV with a full tank of propane.

### Inspection

At the time of pick-up the renter is responsible for fully inspecting the motorhome and acknowledging that the motorhome is in good condition at the beginning of the Rental period and that Renter is satisfied with and has accepted the motorhome in such good condition as of the beginning of the Rental period.

### Prohibited Uses

The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. You agree that the motorhome will not be used:

- a) By anyone who is not an Authorized Driver listed on this rental agreement, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations;
- b) By anyone under the influence of alcohol, prescription or non-prescription drugs.
- c) By anyone who obtained the Vehicle, or extended the rental period by giving Us false, fraudulent or misleading information.
- d) In furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations.
- e) To carry persons or property for hire.
- f) To push anything.
- g) In any race or speed contest.
- h) To teach anyone to drive.
- i) Outside the United States (except Canada, when authorized by us).
- j) On any unpaved surface (except at a designated RV camping site);
- k) To transport more persons than the motorhome has seat belts.
- l) To transport children without a federally approved child safety restraint or booster seat as required by state law.
- m) When the odometer has been tampered with or disconnected.
- n) When the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation of the Vehicle would damage it.
- o) To use the vehicle in any illegal way.
- p) To commit a willful, wanton or reckless act with the motorhome.
- q) Driving the motorhome through an overpass without sufficient clearance or driving through a tunnel are also a prohibited uses.

### Parking/Traffic Violations

You are responsible for paying the applicable authorities directly for all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation")

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assessed against you, us or the RV during the rental period. If we are notified by the authorities that we may be responsible for payment of a Violation, you authorize us to charge the payment method on file for the amount required. If we pay a toll or Violation on your behalf, you authorize us to charge all such payments, service fees and administrative fees to the payment card you used in connection with the rental.

### **Your 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 we received, handed or stored, or that was left or carried in or on the motorhome or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. Includes vehicles parked on our premises.

### **On Road Concerns**

Please be sure you bring a cell phone on your trip. If you experience mechanical problems or have any equipment operation questions you can call us right away at 518-481-3663. Renter must call us at the number above for help with all concerns and mechanical concerns. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by us and receipts of repairs are given to us on return. If renter is at fault for any damage, or mechanical failure, renter will be responsible for all repairs, and any loss of future rental income. Renter is responsible for checking the engine oil, generator oil, fluids, and coolant levels at each refueling. Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. Renter is responsible to change the engine oil for every 4,000 miles that they travel. Renter must provide us with the oil change receipt upon their return if they traveled 4,000 miles or more. If the renter(s) did not have the engine oil changed, the renter will be charged accordingly to have the oil change done on the vehicle.

### **Damage to RVs; Renter Responsibilities**

Renter will be solely responsible for the condition of the RV which includes both the full interior of the RV and any and all parts of the exterior of the RV during the rental period and the condition that the RV is returned to LeDies, LLC. Renters will be held liable for any and all damages to the RV that occur during the rental period. Further, Renters will be held liable for any damage that cannot be proven to have existed prior to the rental period. All Members agree to assist LeDies, LLC and MBA Insurance Co in the investigation and settlement of insurance and protection claims, security deposit claims, deductibles and dispute resolution.

You must return the RV to the place of pick up or other location that we specify, on the date and time due and in the same condition that you received it except for ordinary wear. If you wish to extend the rental period, you must do so by calling 518-481-3663. If the RV is returned after the date and time due, you remain responsible for the loss of and any damage to the RV until we inspect it, and charges may continue to accrue. Service to the RV or replacement of parts or accessories during the rental period must have our prior written approval.

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Renter is responsible for adding and receiving prior approval before allowing an additional driver to drive a motorized RV. Renter is responsible for any injuries or damages caused to or by a declined or unlisted driver.

We may repossess the RV at your expense without notice to you if the RV is abandoned or used in violation of law or this Agreement. You agree to indemnify the Company, defend the Company, and hold the Company harmless from all claims, liability, costs and attorneys' fees we incur resulting from our repossession of it.

## **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 Motorhome and/or equipment, our negligence, or was otherwise our responsibility.

## **Chargebacks**

In the event that a Renter initiates a chargeback with their credit card company, for either rental fees or a security deposit, our credit card processor will inform us that a chargeback has been initiated. If we deem that the chargeback is not warranted, we will use commercially reasonable efforts to dispute the validity of the chargeback. We agree to cooperate with our credit card processor to provide any information that may be reasonably requested in their investigation.

## **Miscellaneous**

No waiver by us of any breach of this Agreement constitutes a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. 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. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid.