



## Contract

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### Renter's Information

Branch You're Renting From \*

Select a Branch

First Name \*

Last Name \*

Email Address \*

Cell Phone Number

\*

Reservation

Number \*

This is found on the email that was sent with your reservation confirmation.

Address \*

City \*

State \*

Zip Code \*

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## Emergency Contact Information

Emergency Contact Name \*

Emergency Contact Phone Number \*

Delivery, Drive or Tow Yourself \*

- Fireside RV Rental Franchisee Delivers
- I will tow myself - I have towed campers before and have the round 7 prong wiring setup with a brake control.
- I am renting a driveable RV.

WATER HOOKUPS - Please check the box below that best describes your need \*

- I am having a camper delivered to a campsite that HAS water hookups or towing myself.
- I am having a camper delivered and my campsite does NOT have water hookups - Please fill the fresh water tank for me.
- I am renting a driveable RV and would like the fresh tank filled if possible (not all branches are able to accommodate).

SEPTIC - Please check the box below that best describes your need \*

- I am having my rental delivered and have a full hookup site with septic drainage. I will make sure tanks are empty upon departure and take pics of tank levels to avoid a septic dump fee.
- I am having my rental delivered and do NOT have a full sewer hookup site.
- I am towing/driving an RV myself and have a septic dump fee listed on my invoice OR I will make sure all tanks are empty before I return RV and take pictures of tank levels to avoid a septic dump fee.

ELECTRICAL - Please check the box below to confirm you have read and understand how the electrical system works. \*

I understand

I understand that the campers are designed to properly operate by being plugged into 30 amp or 50 amp service or ran by the onboard generator if a driveable RV. I understand and will investigate on my end to make sure I have a campsite or generator that can properly handle powering the camper. I agree not to use a 120 volt adapter when trying to run AC. I also understand the onboard 12 volt battery in the travel trailer is meant to power the CO2 detector and will not be a sufficient power source for use while camping.

AWNING USE - Use of the awning is at my own risk and any damages, for whatever reason, are going to be deducted from my damage/security deposit. \*

I understand

Damage to awnings is very common and can happen from rain, gust of winds, etc. The typical cost to fix just one slightly bent awning arm can be \$400 or more. We strongly recommend you DO NOT use the awning at all, but if you do remember any damage is 100% paid for out of your damage deposit.

TYPICAL RENTAL START AND END TIMES - Default rental start time is 4 p.m. and end time is 10 a.m. These start and end times vary based on location! \*

I understand

If earlier start times and later end times are available, we will make sure you get to take advantage of this extra time. The final details will be worked out a couple days prior to your reservation start date. STATE PARK DELIVERY AND PICKUP TIMES MAY VARY AS WELL. MANY DO NOT ALLOW US TO DELIVER UNTIL 3PM AND YOU MUST BE CHECKED IN BEFORE WE CAN DELIVER AS WELL. THE TYPICAL DELIVERY TIME WILL BE BETWEEN 3-7PM.

TIRE DAMAGE - I understand that if towing a camper or driving an RV that any tire damage during a rental is my responsibility. \*

I understand (still check if having camper delivered)

Tire must be repaired by a certified tire shop with the same tire brand.

FESTIVAL AND COMPARABLE CAMPER CLAUSE - I understand the comparable camper and festival/gatherings outlined in the rental terms and conditions \*

I understand

DEPARTURE FORM - I understand that I need to complete the departure form.

I understand and will complete the forms at [www.firesidervrental.com/checkin](http://www.firesidervrental.com/checkin) once I get to the rental or I could be held liable for damage/issues not caused by me since I didn't log them.

COLD WEATHER USAGE - during season when temperatures reach freezing renter will use a certified RV tech to dewinterize and winterize the RV as needed while in their possession during a rental. \*

I understand that the RV/travel trailer may be winterized when I take possession and as a result I will not be able to use the water until I reach a warm location.

ALTITUDE ABOVE 2,000 FT. \*

I understand that the efficiency of propane fueled appliances MAY decrease in altitudes above 2,000 feet. In most RVs this includes the hot water heater, furnace, and fridge.

## THINGS HAPPEN \*

I understand the "Things happen and we try to help" clause terms outlined in the rental terms and conditions.

Only Applies If Renting Driveable RV - Does not apply to travel trailers

I have read and understand heavy use fee, and that mileage fees can be taken from my deposit or charged separately as well as the COLD weather use clause.

## ACCEPTING YOUR RENTAL

Renter acknowledges they are accepting the RV in its current condition.

## RETURNING YOUR RENTAL

I understand that the rental must return in the condition it was picked up or additional cleaning fees may apply. The initial prep fee includes a 30 minute disinfectant cleaning of the interior. If extra cleaning is needed a \$1 per minute fee will apply.

## Contract Terms

### Terms & Conditions

**A. The Reservation, Payments, Deposits & Cancel Terms. Agreement is between renter and Fireside Franchisee (also referred to as FF).**

#### 1. Rental Payments and Deposits

- **PAYMENT POLICY:** A deposit is required to complete the reservation. The remaining balance of the reservation is due 30 days prior to the rental start date. The refundable damage deposit will be charged the day before your reservation starts. The payment method **MUST** be the same name as the reservation holder.
- **DAMAGE DEPOSIT:** The damage deposit is provided as security against damage to the rental, theft, late check-out and violation of any renter's agreement contained in this agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person. FF hereby agrees to indemnify and hold FF harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold FF harmless with

respect thereto. Renter(s) agrees to indemnify FF for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage results from a renter(s) occupancy, FF is authorized to utilize the credit card on file or the cash damage deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. FF is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity. In the event of an insurance claim renter understands that they may be charged more than one deductible if the insurance provider decides damages to be considered separate insurance claims. If we need to claim any portion of your damage deposit, there will be a processing fee charge.

- **DAMAGE DEPOSIT REFUND:** A damage deposit is authorized to be charged for the booking of the rental. Any damage to the rental unit is the responsibility of the renter and will be deducted from the damage deposit. FF has up to 7 days from the return of the unit to inspect the unit for damages and contact the customer. The damage deposit will be returned within another 5-10 business days if there are no damages to the rented unit and can be held up to 60 days if damages occur that need quotes and/or repairs

## 2. Cancellation Policy

- Please refer to the cancellation policy and terms provided by the rental platform that you booked from. No refunds will be given for cancellations of reservations during a holiday and event weeks for early check-outs or no-shows. No refunds will be given for cancellation or interruption that occurs due to inclement weather.

## 3. Rental Floor Plans

- **COMPARABLE CAMPER CLAUSE:** FF reserves the right to place you in a comparable camper. This is very uncommon but situations do arise where we will need to move you into another camper at our discretion. This would typically happen if the camper you reserved was damaged or needed service, etc.

## 4. Reservation and Signing

- The person named on the Reservation and the Final Contract must have a valid major credit card in their name, present it and their identification and is the only person authorized to sign the rental agreement. If additional drivers

have been approved and are listed on the rental contract they may drive the RV, motorhome or trailer off our lot but may not sign the contract.

- We reserve the right to refuse any rental application or reservation.

## **B. Operational Terms**

### 1. Rental PickUp

- Please request your desired time during the reservation process. Plan for up to 45-60 minutes for your departure walkthrough. If you would like an earlier time, it may be available, but not guaranteed as your RV may be out on rent the night before your departure day.
- We reserve the right not to assign early departure times, even if available one week out, to make the RV available for rent for the prior days to your departure and rental period. We operate more like a hotel, not a car rental agency.

### 2. Rental Return

- Please request your desired time during the reservation process. If you would like a later return time, it may be available, but not guaranteed as your RV may be rented back out that same day.
- We reserve the right not to assign late return times, even if available one week out, to make the RV available for rent for the next day after your return and rental period. Please remember that other guests may be waiting for the vehicle. We operate more like a hotel, not a car rental agency.
- There are absolutely no refunds for early returns. The vehicle remains the responsibility of the renter until the unit has been returned to the designated lot.
- The vehicle must be returned clean inside as received and the fuel level must be at or above departure level. If the RV is not returned clean and/or at fuel level below departure level, a \$1 per minute cleaning fee will be charged and the fuel will be refilled at a price of \$6.25 per gallon of fuel. The Renter must drop off the rental vehicle him or herself.
- You must return the RV on the date and time specified in the rental contract. Failure to return on time will incur a \$100/hr fee. If the late return affects another guest's departure on the same day, a fee of up to 3 times the nightly rate may be charged.

### 3. Rental Delivery

- Delivery site must be free of shrubs, debris, and the delivery site must be wide enough to allow maneuverability for the driver and slide outs of the vehicle.
- Delivery and Pick up fees include setup and teardown of available on site hookups if applicable.

#### 4. Check-in

- Make sure to complete the check in at [Departure Form Page – Fireside RV Rental](#) either before you hook up to the travel trailer if you're towing, before you start the RV if your renting a drive-able RV or within 15 minutes of arriving at your camper/RV if you're having it delivered to log any damages or issues. Any damage or issue found upon our inspection after the rental is over will be your responsibility if they were not reported to us as mentioned above. If the check in form is not completed before the rental end date you will be held liable for any issues found and lose some or all of your deposit. You will also lose the right to dispute these charges as you didn't complete the check in.

#### 5. Fuel Use

- No warranties are made regarding fuel tank capacity or fuel mileage.
- All gasoline, diesel or propane refueling during the trip is at Renters expense.
- Upon return fuel (gas or diesel) must be at or above departure level.
- Propane tank level upon return can be at any level with no additional costs. Your propane tank will be at least 1/2 upon departure.

#### 6. Maintenance and Breakdown

- THINGS HAPPEN AND WE TRY TO HELP: Plain and simple things can happen. RVs and travel trailers break and sometimes things don't work. When "things happen" like: misc water issues, air conditioner freezes from running too much and needs to defrost, a camper isn't cleaned to your standards or, other misc items, THE RENTER WILL AGREE TO WORK WITH FF AND HELP THEM TROUBLESHOOT ISSUES AS THEY ARISE. FF will dispatch an RV tech if they deem necessary. We truly want happy customers and repeat business so we take this privilege to make those judgment calls serious. Let's say you don't have hot water in the shower and we aren't able to troubleshoot with you. We may decide not to dispatch an RV tech if the campground has shower rooms, etc. Let's say you run out of propane. We will most likely ask you to get it refilled and then reimburse you. When situations arise we will work to try and resolve them, but not all

issues can be fixed in the short time you're renting from us. WE DO NOT typically refund more than \$100 for these inconveniences. You are renting a place to sleep and you're camping. If one of the situations mentioned above is unacceptable to you and you can't adapt when things happen then please let us know as we may need to cancel your booking and refer you to another rental company.

- Renter is responsible for checking the engine oil, fluids, and coolant levels at each refueling. Renter is responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal on road maintenance.
- In the event the motor home is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to the customer is limited to refund of nightly rate or portion thereof.
- All other items are not covered. These include, but are not limited to, automotive cruise control, interior lights, TVs, DVDs, any audio systems, electric bed or sofas and exterior showers.
- Renter is responsible to change the engine oil and filters if specified by rental agreement in writing or traveling beyond the estimated mileage of the rental contract if the odometer of the vehicle surpasses the maintenance needed mileage sticker on the window of the RV and pointed out during the departure walkthrough. Renter must provide the oil change receipts upon their return.
- Renter must call and notify us of pending maintenance required before performing service.
- FF is not liable for Renter's expenses due to unforeseen breakdowns beyond FF's control.

## 7. Electrical

- I understand that the campers are designed to properly operate by being plugged into 30 amp (120 Volt) or 50 amp (240 Volt) service or run by the onboard generator if a drivable RV. I understand and will investigate on my end to make sure I have the proper campsite or generator that can properly handle powering the camper (Fireside RV Rental is not liable for any performance issues of the camper that require electricity if renter is powering the camper by an external generator or at a home) and agree not to use a 120 volt adapter when trying to run AC. I also understand the onboard 12 volt battery in the travel trailer is meant to power the CO2 detector and will not be a sufficient power source for use while camping.

## 8. Awning

- Damage to awnings is very common and can happen from rain, gust of winds, etc. The typical cost to fix just one slightly bent awning arm can be \$400 or more. We strongly recommend you DO NOT use the awning at all but if you do, remember any damage is 100% paid for out of your damage deposit. Be aware, since awning damage is so common if your rental was damaged by a previous renter we will provide a 10X10 popup canopy if the awning has not yet been repaired.

## 9. Appliances

- The A/C, heat, awning, radio, microwave, television, jacks, plumbing, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you, but we will work to try and get issues addressed while the rental is underway. For assistance, you are advised to consult the campground host which are located at most campgrounds. Please know that the efficiency of propane fueled appliances may decrease in altitudes higher than 2,000 feet.

## C. Use and Restrictions and FESTIVAL CLAUSE

### 1. Smoking Policy

- NO SMOKING IS ALLOWED. Since many people have allergies and it is difficult to remove the odors and allergens associated with smoke, we must STRICTLY ENFORCE this policy. If evidence of smoking inside the rental is found, FF reserves the right to charge up to \$750 to PROPERLY clean, treat and disinfect. In addition, any damage caused by smoking materials will be charged to renters damage deposit or credit card on file.

### 2. Towing or using the hitch

- Renter has checked the box above stating they have experience connecting, towing, and operating travel trailers. Renter has confirmed they have the proper tow vehicle with the round 7 prong wire harness, brake controller, will connect and disconnect the trailer on their own and have experience doing so.

### 3. Restricted Use and No Travel Zones

- Travel to Mexico is strictly prohibited.
- FESTIVAL CLAUSE-  
Burning Man and Electric Forest Festival are strictly prohibited. All of the damage deposit will be forfeited. Renter will be charged separately for all cleaning and repairs. Any other festival or gathering MUST be approved by FF or penalties above apply as well

- Any gatherings or events, which could pose a danger or damage to the motorhome or Renter.
- Travel on Non-Public roads, unpaved or dirt roads and off-road areas are prohibited and may result in insurance coverage being voided.
- If you are traveling to an elevation of 5,000 feet or more you may encounter troubles with the operation of the generator or propane refrigerator systems. If this occurs, we suggest you hook up to 110 volts to operate the 110-volt appliances. If the generator malfunctions due to elevation, please do not use or try to adjust the generator. No compensation will be made for generator/refrigerator malfunctions if traveling above 5,000 ft.
- During the winter months we do not recommend that you travel to or through snow areas, use snow chains, or travel where the weather is below freezing. Tire chains can damage tires if not properly installed and the holding tanks may freeze and burst. The renter will be responsible to pay for any damages incurred.

4. Use Violations – The following uses of this vehicle are prohibited and constitute a breach of The Rental Contract's terms.

- Do not attempt to access the roof or use the ladder. Any evidence of use of roof or access to roof will result in full forfeiture of Damage Deposit in addition to any damage incurred. This is for your safety.
- Operation of the motorhome for use associated with any illegal or unsafe purpose or for use in transporting any illegal substance.
- Any drugs or firearms found in the vehicle will be removed by an appropriate Law enforcement officer.
- Operation of the vehicle by anyone who is not an Authorized Driver, 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.
- Operation of the vehicle by Renter or anyone else under the influence of alcohol, prescription or nonprescription drugs.
- Operation of the vehicle by anyone who obtained the vehicle, or extended the rental period by giving us false, fraudulent or misleading information.
- Operation of the vehicle in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations.
- Operation of the vehicle in any race or speed contest.
- Operation of the vehicle to teach anyone to drive.

- Operation of the vehicle outside the United States (except to Canada pursuant to pre-authorization)
- Operation of the vehicle when the odometer has been tampered with or disconnected.
- Operation of the vehicle when the vehicle's fluid levels are low, or it is otherwise reasonable to expect the Renter to know that further operation of the Vehicle would damage it.
- Operation of the vehicle to commit a willful, wanton, reckless or negligent act with the vehicle.
- Renter acknowledges that they forfeit their Damage Deposit if any violation of Use and Restrictions (section C) is found.

## **D. Fees**

### 1. Prep, Cleaning & Starter Package Fee

- All vehicles have a mandatory Prep, Cleaning & Starter fee. This fee includes vehicle prep, operational walk through when needed, disinfectant cleaning of interior up to 30 minutes, propane refill and a starter pack of RV toilet paper & septic chemicals. The unit must return in the condition it was picked up or an extra cleaning fee of \$1 per minute will apply.

### 2. Septic Fee

- All vehicles must have gray and black tanks completely dumped and drained before returning unless previously arranged for us to do this for you. There will be a dump fee if the RV is returned full and not disclosed.

### 3. Extra Mileage Charges

- Each RV is allowed a certain amount of miles allowed per night of rental (depending on which RV is rented the mileage is typically 50-150 per day) Each additional mile is charged per mile. If not sure of mileage allotment contact the location your renting from or check the mileage rules for each listing. Mileage fee may be charged as a separate fee to the card on file used to complete reservation or deducted from the security/damage deposit.

### 4. Generator Fees

- 2 hours included for every night booked and paid for at full price. \$5.50 per hour thereafter unless otherwise specified.

### 5. Pet Policy & Fees

- Most of our units are pet friendly, but require a one time pet fee. If there are signs of a pet and no fee was paid at the time of your reservation the fee (plus additional charges) will be deducted from your deposit. If any damage is caused by a pet it will result in charges to your deposit or credit card on file. We ask that you clean up after your pet. Signs of excessive pet hair or filth can result in extra cleaning charges. If you are renting one of our RVs that has a NO PET policy you are prohibited from having a pet inside the rental unit. If evidence of a pet on site is found, FF reserves the right to charge up to \$750 to properly clean, treat, and disinfect. Some people have allergies to pet dander so we must STRICTLY ENFORCE this policy.

#### 6. Additional Cleaning Fees

- You are required to return the RV in a clean, broom swept condition. All counters, sinks and refrigerator should be wiped down clean. Renter should remove all food, trash and personal belongings. Your Prep, Clean & Starter fee provides for basic re-sanitation of the RV upon return.
- If the RV is returned and requires additional time necessary beyond normal expectations to clean, we may charge an additional basic cleaning fee of \$1 per minute needed to return the RV back to the same condition as renter received upon departure.
- Heavy usage fee may apply if GPS tracking devices show alerts from hard braking, fast starts, speeding, etc . Customers will be charged a \$250 to \$1000 heavy use fee out of the damage deposit.
- Misc fees, such as but not limited to, mileage overages, toll booth tickets and generator fees can be charged up to 45 days after the rental is complete to the card on file.

#### 7. Lost Keys

- If the keys are lost you will be charged \$100 to replace them. This fee may come off your deposit if management chooses.

#### 8. Processing Fee

- A fee of 10% will be added to all misc charges such as a damage fee, late return fee, damage deposit processing fee, and toll road charges, etc to cover time and credit card processing fees.

#### 9. Renter Disputes

- The process of a dispute can involve hours of extra work in order to submit the proper documentation that is being requested. If a renter files a dispute

and is denied by the third party the renter can be charged a \$100/hour rate for our extra time in this case.

10. Other Fees – Other fees may occur and be described in other sections of the Rental Terms or Rental Contract.

## **E. Renter's Responsibilities, Requirements, & Insurance**

### 1. Responsibility for Damages or Loss

- Renter agrees to accept liability for any damages caused to the rental by renter or renters guests, including, but not limited to, damage to the rental in any way or damage to any appliances and/or equipment furnished. Use during freezing weather is completely at your risk in regards to damages to any part of the water system. If damages are in excess of the damage deposit being held, renter agrees to reimburse FF for costs incurred to repair/replace damaged items. If the renter is having the rental delivered renter accepts all responsibility and liability once rental is delivered by driver and until driver picks up rental.
- Interior damage is not covered the required rental insurance. That is for comp/collision only. There is an option interior damage insurance that can be purchased. All interior damages fees are withheld from damage deposit and or charged directly to the renter so repairs came be made.
- Renter agrees to accept all liability and responsibility for any damages that occur to the travel trailer or tow vehicle while in their possession. Renter has checked the box above stating they have experience connecting, towing and operating travel trailers. Renter has confirmed they have the proper tow vehicle with the round 7 prong wire harness, brake controller, will connect and disconnect the trailer on their own and have experience doing so. FF is not responsible for any damage caused while the travel trailer is in renters possession and in tow. FF will not connect or disconnect the trailer from the tow vehicle, for the renter for liability purposes. Renter also understands any tire damage that occurs while in their possession is to be paid for by them unless found to be a manufacturing defect by a certified repair shop.
- FF does not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will FF accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.
- By signing this agreement 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 of the RV and the company in any

suit brought against them. You are responsible for all damage, loss or theft of the vehicle, loss of use, diminished value of vehicle caused by damage to it or repair of it, missing equipment, any damage claim whether or not you were at fault. You must report all accidents involving the vehicle to us and the police within 24 hours of occurrence.

- During the season when temperatures reach freezing, renters will use a certified RV Tech to dewinterize and winterize campers as needed while in their possession during a rental.
- If a rental add-on is returned with any damage or defects the renter will be held liable and the purchase price of that item will be deducted from the damage deposit and the renter will take possession of the item they damaged.

## 2. Tires and Windshield

- Renter is responsible for all damage or loss caused by tire blowouts, punctures or other road damage. Excluded are damages caused by loss, which occurs in a collision, or comprehensive loss.
- On road tire failure is the renter's responsibility. Renter is responsible for replacing damaged tires with the same type/grade of tire.
- For your own safety DO NOT attempt to change a tire yourself. No tire changing equipment is to be carried in the vehicle.
- If the windshield is damaged in any form, the renter needs to have it properly evaluated, if ok to drive they can proceed at their sole discretion and safety.
- Renter is responsible for all windshield damage while the RV is in their possession. Any damage to the windshield will result in full replacement of the windshield for safety concerns of our next guests or chip fill when applicable.
- FF does not reimburse for tire replacement or windshield replacement.

## 3. Insurance

- We connect you with insurance on the rental for a fee with a deductible. You are responsible for the deductible amount. This insurance does not cover loss of use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must:

1. report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form;

and

2. provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the vehicle. You are responsible for all damage to the camper that is not covered by the insurance policies or that is in excess of the insurance limits. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the rental through the insurance policy that covers your towing vehicle. If you are towing the camper yourself you must have your insurance agent confirm the liability portion of your personal auto coverage flows back to the trailer while you're towing it. If you do not have this form turned in you will not be awarded a refund for the rental rate paid. You will not forfeit your deposit though. Renter understands that if they purchase the basic insurance package and don't select roadside assistance FF will add this to your reservation and charge you for the service accordingly.

4. Interior Damage Protection -This is insurance that protects you from paying repair costs if damage occurs to the inside of the vehicle. (they pay up to \$1500.00) If interior damage is reported on the return inspection, we will deduct this from your damage deposit. You are required to complete your claim yourself to be reimbursed by the interior protection claim insurance company that you have your policy through.

5. Parking/Traffic/Toll Violations

- Renter is responsible for reporting and payment of all parking, traffic/toll violations at rental return. Please notify us of all violations.
- FF reserves the right to charge your card on file for each toll road ticket received during the dates of your rental. The charge will also include a 10% processing administrative fee.

6. Renter's Age and Driving Requirements – Renter must be at least 25 years of age and will be an occupant of the unit during the entire rental period. You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the rental per the description of our ad, and unless prior written approval has been granted by FF, you agree to abide by such limitations.

## **F. Acknowledgment, Indemnity, and Warranty**

1. Indemnity

- Renter agrees to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorneys' fees incurred by us resulting from and arising out of, this rental and your use of the vehicle.

## 2. Renter's Personal Property

- FF is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity.

## 3. Failure to Return

- Renter agrees to pay all expenses we incur in locating and recovering the vehicle if Renter fails to return it or if we elect to repossess it under the terms of this contract. Including all costs, pre- and post-judgment attorney's fees, we incur in collecting payment from you or otherwise enforcing our rights under this contract.
- \$500, plus \$5 per mile for every mile between the renting location and the place where the motor home is returned or abandoned, plus any additional recovery expenses we incur.

## G. Additional Terms & Misc.

### 1. Additional Terms & Conditions

- The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges FF, 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, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold FF free and harmless of any claim or suit 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 reasonable attorney fees and costs. If a guest violates any conditions of this agreement, FF may terminate this agreement and enter premises. Upon notice of termination of this agreement, the renter shall vacate the premises immediately. In the event FF has to resort to legal process to enforce rights under this agreement, renter shall be responsible for reasonable attorney fees and costs. Renter agrees this contract is entered into in Kent County, MI, and consents to the personal jurisdiction of any proper court located therein.
- Some campers may have misc. items left in them from the camper owner. I understand that if towing or renting a drivable RV that any tire damage during a rental is my responsibility. I understand that I may be charged any overlooked fees for mileage, generator usage, etc. up to 12 months after the rental end date. I understand that I need to complete the exterior and

interior check-in forms before I start putting my belongings inside or I will be held liable for any damages/issues found when the final return inspection is completed.

- This Agreement may not be canceled or modified except in writing signed by all parties. Renter understands that if they purchase the basic insurance package and don't select Roadside assistance FF will add this to your reservation and charge you for the service accordingly. This Agreement is not assignable by Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter 's use of the rental (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be exclusively in the County of FF's operation. This Agreement shall be construed in accordance with the laws of the state of FF's operation. Renter agrees that in the event FF prevails in a suit to enforce this Agreement, it shall be entitled to recover all its costs and attorney's fees incurred in that action. Warranties, Releases, Indemnification and Assignment Renter acknowledges that FF may not own the rental it is renting to Renter and rents the rental pursuant to a third-party agreement with the owner of the unit.
- FF assumes no liability for any training, orientation, testing, or other tips provided during RV walkthrough.

- **Hold Harmless, Indemnification, and Liability**

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. FF, AS WELL AS THE OWNER OF THE RENTAL, DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE RENTAL, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION, SUITABILITY, OR FITNESS OF THE RENTAL OR TIRES FOR ANY PARTICULAR PURPOSE. FF AND THE RENTAL OWNER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FROM ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL, REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER FF OR THE RENTAL OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS, OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU TO FF UNDER THIS AGREEMENT.

BY EXECUTION OF THIS AGREEMENT, RENTER FURTHER RELEASES AND HOLDS HARMLESS FF, THE LOCAL FIRESIDE RV RENTAL FRANCHISEE, MICHIGAN CAMPER RENTAL, LLC DBA FIRESIDE RV RENTAL, FIRESIDE RV FRANCHISING, LLC, AND THE RENTAL OWNER

FROM ANY AND ALL CLAIMS FOR DAMAGES AND CONSEQUENTIAL DAMAGES INCURRED BY RENTER AND ANY OTHER OCCUPANT OF THE RENTAL, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY OR DEATH, COSTS FOR REPLACEMENT RENTALS, FUEL, TELEPHONE, TRAVEL, MEALS, LODGING COSTS, LOSS OF PERSONAL PROPERTY, LOSS OF REVENUE, OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND THAT RENTER OR ANY OCCUPANT OF THE RENTAL MAY INCUR.

RENTER FURTHER AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS FF, THE LOCAL FIRESIDE RV RENTAL FRANCHISEE, MICHIGAN CAMPER RENTAL, LLC DBA FIRESIDE RV RENTAL, FIRESIDE RV FRANCHISING, LLC, THE RENTAL OWNER, AND THEIR RESPECTIVE OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS, AND AFFILIATES, FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, CLAIMS ARISING FROM RENTER ACTIONS, THIRD-PARTY CLAIMS, RV MALFUNCTIONS, PROPERTY DAMAGE, PERSONAL INJURY, OR VIOLATIONS OF LAW. THIS HOLD HARMLESS CLAUSE SHALL NOT APPLY IN CASES OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY THE INDEMNIFIED PARTIES.

RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF FF RENTING THE RENTAL TO RENTER, RENTER DOES HEREBY ASSIGN TO FF ANY CAUSE OF ACTION, JUDGMENT, OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM, OR CORPORATION, INCLUDING BUT NOT LIMITED TO FF AND/OR THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST FF AND/OR THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL, AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL, OR OTHERWISE.

## 2. Return Instructions

In order to facilitate an easy & quick return of the RV, please follow these return instructions and thank you for renting with us!!

- RETURN TIME: Your RV must be back to our lot by the time agreed upon on your reservation. In many cases we have the RV being rented back out the same day and we must clean and prep for the next renter – just like a

hotel! Before leaving, please take a picture of all 4 sides of the RV for your reference if needed. Thank you for understanding!

- **FUEL TANKS:** You must fill up your fuel tank (gas or diesel) to at least departure level in order not to be charged for fuel. (If we need to re-fuel for you, we charge \$6.25 for gas or diesel). Please take a picture of the fuel gauge for your reference if needed. No need to refill the propane tank. It's use is part of our service.
- **HOLDING TANKS:** Please be sure to completely empty (DUMP) your gray and black tanks before return if you have not prepaid for us to dump your tanks for you. Please let us know if you did not dump tanks and we will be sure to do it for you for a fee. Do not try to empty the fresh water tank – return at any level.
- **CLEANING:** RVs will be inspected, sanitized and cleaned when you get it. We ask that the unit be returned in the same general condition that you received it. If cleaning is required, appropriate charges will be deducted from your deposit at the rate of \$1 per minute.
- **DAMAGES:** If you or your guests on your trip caused any damage to the RV no matter how big or small, please let us know. It's the right thing to do!
- **PETS:** If you brought a pet with you on your trip, please be sure to remove any and ALL pet hair or shedding from the vehicle to avoid additional cleaning fees. Any pet not disclosed at departure will incur a minimum \$200 cleaning fee plus \$1 per minute rate charge.

### 3. On-Road Assistance

- contact the location you rented from.
- For any assistance needed after office hours please contact the 24/7 Roadside that is detailed in your reservation.

## H.

### **Cancellation Policy**

IF YOU'RE WORRIED ABOUT LOSING MONEY IN CASE YOU NEED TO CANCEL FOR VARIOUS REASONS LIKE MEDICALS ISSUES, FAMILY EMERGENCY ETC WE STRONGLY ENCOURAGE YOU TO TAKE ADVANTAGE OF THE TRIP INSURANCE OFFERED. SEE BELOW FOR THE FULL DETAILS.

#### **CANCELLATION OF TRAVEL TRAILER RENTAL:**

50% refund of money collected up to 30 days before rental. No refund within 30 days of rental. Additionally, no refunds will be given for cancellations of reservations during a holiday and event weeks for early check-outs or no-shows. No refunds will be given for cancellation or interruption that occurs due to inclement weather.

### **CANCELLATION OF RV RENTAL:**

50% refund of money collected up to 30 days before rental. No refund within 30 days of rental. Additionally, no refunds will be given for cancellations of reservations during a holiday and event weeks for early check-outs or no-shows. No refunds will be given for cancellation or interruption that occurs due to inclement weather

### **WHAT WE CAN TRY TO DO TO HELP IF LIFE HAPPENS OR PLANS CHANGE:**

We are happy to try and find another renter for the dates that you had booked and refund you what we feel appropriate in regards to your booking dates and what dates we were able to re-book. Keep in mind we may offer a discounted rate to the new renter.

### **JUST BOOKED CLAUSE:**

If outside the 30 day window and within 48 hours of booking you decide to cancel there will be NO fee charged whatsoever and any monies received will be 100% refunded.

### **SECURITY DEPOSIT REFUND:**

A security deposit is authorized to be charged for the booking of the rental. Any damage to the rental unit is the responsibility of the renter and will be deducted from the security deposit. MCR has up 7 days from the return of the unit to inspect the unit for damages and contact the customer. The security deposit will be returned within another 5-10 business days if there are no damages to the rented unit and can be held up to 60 days if damages occur that need quotes and or repairs.

### **TRIP INSURANCE:**

**TRIP INSURANCE** – Recoup your investment due to unexpected event or unplanned interruption, illness, road closures, traffic accidents, medical emergency, adverse weather, natural disasters, or more.

For a one time fee of 6.5% of the total trip cost (as all expenses are eligible for a refund) to protect my trip in case of cancellation.

Trip Cancellation / Interruption Some covered events that apply to Trip Cancellation and Trip Interruption (please note that terms and conditions apply): Traffic accident en route to pick up the RV Onset of pre-existing medical conditions while on the trip (if certain requirements are met at the time of purchase) Sickness, accidental injury, or loss of life of renter or a travel companion while on the trip Mandatory evacuations, road closures, or inability to access destination due to adverse weather 24/7 Emergency Assistance and Transportation Much like stumbling upon a bear in the wild, you never know when a medical emergency will present itself. Covered expenses include: Emergency transportation to the nearest suitable medical facility Help to return home, if medically necessary Expenses for one person of the renter's choice to visit them if they are traveling alone and hospitalized for more than 7 days Injury that first occurs during their trip Free 10-day "Free look" Trip insurance from Generali Global Assistance can help provide coverage for the renters and their travel party in the event of an unforeseen covered circumstance adversely impacting their travel arrangements. The travel insurance plan also comes with: Renter's can take 10 days to review the plan and decide if it's right for them If they wish to cancel the plan within 10 days of purchase and have not yet left on the trip or filed a claim, they can do so and receive a full refund of the plan cost Renter's pay for the full cost of Trip Insurance when the reservation is confirmed Anticipating the unexpected and covering it with travel insurance can help protect renters and their traveling companions from surprise expenses. Have more questions? Read more about trip insurance here. See the full benefits at:

<https://firesidervrental.com/wp-content/uploads/2019/08/CSA-Policy-Trip-Insurance.pdf>

"

I agree to the above terms and conditions and cancellation policy.

To expedite the return process, my signature on this agreement may be applied to the return check-in inspection that will be conducted after the RV is returned. I will take photos and/or videos upon my return of the RV as my documentation to validate the condition should any disagreement arise with the return inspection conducted by Fireside RV Rental Franchisee.

Winter RVing Terms and Conditions \*

I agree to the Winter RVing terms and conditions listed at [Winter RVing Guidelines](#)

Date of Birth \*

Special Request Relating To Your Reservation (pending branch manager approval) \*

*If no arrangements made type "none made".*

This is THE place your going to want to place any special notes in regards to your specific reservation. Let's say you you spoke with one of our reps about a special add on, specific pickup instructions etc. This is the place to put these notes so they can be passed on to the branch manager handling your booking. Please understand placing a request here does not guarantee the branch manager can/will accommodate.

Signature \*

Clear

Submit

