

RV RENTAL TERMS OF SERVICE & CONDITIONS

- Definitions.** "Agreement" means all terms and conditions found in this form, any amendment, and any additional materials we provide at the time of reservation/rental. "you" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All people's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Justin Carlton, Corey Carlton, Kevin Carlton, Jennie Carlton, Ridge Carlton, Cade Fox-Carlton, The Carlton Family or Carlton Camping Center & its employees. "Trailer" "Camper" "RV" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of your right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced times the daily rental rate.
- Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied, or apparent, regarding the Trailer, its condition, functionality and no warranty that the Trailer is a fit for the particular purpose.
- Campground Reservations.** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors. Campground reservations are solely on the Renter to obtain & verify.
- Check In.** Delivery times are generally between 3pm or 6pm. It is your responsibility to text us at (989)323-1012 or email us at justin@carltoncampingcenter.com on the Rental Period Start Date to check in with us and receive your scheduled delivery time or pickup time. Delivery times will be scheduled on a first-come, first-serve basis. No guarantees on delivery times, during normal business hours, as we work 9am-5pm everyday.
- Delivery / Set up / Pick up.** For renters that wish to have the Trailer delivered, we will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, one of us will provide you with an orientation to show you the safe and proper use of the Trailer and its features if you are there at time of delivery. The Trailer will include instruction booklets which will explain the operation of the Trailer and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean prior to check out (trash removed, floors swept, countertops wiped, bathroom cleaned, toilet clean of urine spots, shower clean of hair, tanks dumped...etc.). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card or billed to you.
- Valid Driver's License.** An acceptable, valid USA driver's license issued must be presented at the time of rental. The driver's license must be valid for the entire rental period. No suspensions, restrictions or revoked licenses are allowed for rentals. We must have a photo copy on file for every person(s) involved in the rental.
- Acceptable Forms of Payment.** Payment for the rental should be made by cash, Visa, Master or Discover card or personal . A valid credit card (Visa, Master, Discover) must be kept on file to cover any possible damage/theft.
- Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; c) not complying with all campground rules and regulations, or State or federal laws; d) smoking in the Trailer of any kind, including vaping, marijuana, e-cigs...etc. ; e) pets of any kind in the Trailer ; f) flushing products other than RV toilet paper down the toilet; g) drug use in the Trailer ; h) over the max amount of guests in the Trailer (5).
- Personal Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in or on the Trailer or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
- Personal Injury.** You release us, our family, 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, friends or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.
- Smoking.** There is NO Smoking in the Trailer. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit, a \$500.00 fee plus any additional charges incurred in cleaning and/or repair.
- Pet Policy.** NO pets are allowed in the trailer of any kind at any time. If Trailer is returned with any kind of signs of a pet(s) being inside the Trailer, it will result in forfeiture of the security deposit, a \$500.00 fee, plus any additional charges incurred in cleaning and/or repair.
- Limited Supplies.** The Trailer comes equipped with a full propane tank (renter must purchase more if needed), and two (2) full charged 12-volt batteries. It is your responsibility to ensure that these resources last your entire rental period. We will NOT provide customers additional water, holding tank capacity, propane, or battery during their rental period. You must provide your own food, cooking utensils, bedding & other supplies needed.
- Appliances.** The A/C, heat, awning, radio, refrigerator, toilet, shower, outlets, water system, waste system, propane system, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to consult the informational material in the Trailer or contact Carlton Camping Center at (989)845-3189 & ask for the service department.
- Renter Damage or Theft.** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage or theft costs whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, hail, tornado, trees, branches, earthquake, fire, flood, etc.). If an accident or theft occurs, you are responsible for obtaining a police report, contacting your insurance company, and contacting us immediately at (989)323-1012. At checkout, Carlton Camping Centers service department will estimate the damage, if any, and expedite the cleaning and/or repair. You will be responsible to pay any insurance deductibles incurred. NEVER place anything hot on glass cook top cover or if cooking, make sure glass cover is lifted. NEVER flush anything down toilet besides toilet paper. NEVER use awning in rain/wind. If using a generator, make sure it's connected properly to 30 amp. Never plug the RV into a 220 or welder/garage outlet. Only 15, 20 or 30 amp connections. If you plug into a 220 outlet, you will fry the electrical & it is a several thousand dollar repair bill to you.
- Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any Inconvenience fees incurred by the next renter. Rental check outs are 11am, unless the campground has an earlier check out time. Check out time must be at least one (1) hour prior to campground check out.
- Waiver.** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.
- Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Michigan without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Saginaw County Michigan or the federal court for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Saginaw County Michigan or the federal court.
- Severability.** If any provision of this Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.
- Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
- Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
- Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.
- Awning use.** You must be responsible while using the awning, during high winds, hail and rain the awning must be retracted so not to be damaged. Any damage done to the awning will result in loss of security deposit as well as a charge against your card or invoice billed to you to cover damages, damages can be anywhere up to \$2,500.00.
- Insurance.** If you are towing the Trailer you must provide us with valid insurance from your agent for your tow vehicle. Some insurance companies will cover damage to the Trailer under your policy as a towed vehicle. You are responsible to pay any deductible whether it's for your insurance company or ours if a claim has to be made. We recommend you have us deliver the RV. If you tow it, you are taking full responsibility for those risks.
- Refunds.** If reservation is cancelled 14 or more days before reservation, a \$65.00 cancellation fee will apply & 50% refund. If cancelled 13 days or less before reservation date, no refunds will be given for any reason, including, but not limited to, bad weather, floods, pandemics, sickness, injury, no shows, fire, guest disagreements, break ups, divorce, late arrivals, cancellations, early departures, storms, event/plans cancellation, rain, hail, tornado, COVID, loss of use, change of plans, other renter source found, malfunctioning of components on the Trailer, fit of the Trailer, condition of the Trailer. If fees are taken out from Venmo or PayPal, refund amount would be minus any fee's we were charged.
- Inspection.** Note any damage to the Trailer at time of pickup or delivery. If we found damage that you did not note it will your responsibility to pay for the repair costs.
- Tank Dumping.** All water & sewer tanks must be dumped upon return of rental. There will be a \$50.00 fee charged if rental comes back with tanks not fully dumped. If we deliver the RV, we will dump the tanks upon pickup.
- Cleaning Fee.** All campers must be returned fully cleaned & in good condition. This includes removing all of your items, removing any food, sweeping/mopping the floors, wiping down with cleaner/disinfect wipes the countertops, tables, shower, sink & toilet. If Trailer comes back dirty or needs to be cleaned it is a \$150.00 fee minimum. We provide you with cleaning supplies inside the Trailer, please use them & keep the Trailer clean.
- Replacement Cost.** If the camper is totaled while towing the RV, or due to neglect or cause from you, guests or other campground neighbors/guests, you understand that the replacement cost must be paid in full by you or your insurance provider. Typical replacement cost for one of our rental campers is \$25,500.00 but can vary by unit. You understand the consequences and financial liability on yourself for renting this camper. We recommend we deliver the Trailer to avoid the high risks of towing an RV. Please ensure you take proper care of the RV, & protect it from any damages or issues to avoid costs to you.
- Gas Stations / Stores / Fast Food.** If towing the Trailer, we require that you fill up your tow vehicles gas tank, prior to towing the Trailer. This is to avoid hauling/towing the Trailer through tight/small gas stations & shopping centers. This is a high risk area for damage to the Trailer. As well, never tow the Trailer through a drive-thru restaurant or a Fast Food place of business. If you need food, park the Trailer in a large lot & walk to the food source.