Renter/s

**Rental Agreement & understand of all liability, terms & conditions for any trailer owned by Dawn and or Robert Pittard from the signing of this document to any point in the future.**

1. \_\_\_\_\_ I/We understand the rented rv on contract remains the property of Robert & Dawn Pittard (owners) and failure to return it on the agreed date may constitute larceny-by-bailee subjecting me to the maximum penalties allowed by law. To avoid felony theft charges, when coaches are not returned by the agreed and stated time, the owners must be notified once daily as to return status and location.
2. \_\_\_\_\_\_I/We warrant that I am a person of lawful and responsible age and have in my possession an un-revoked license to operate automobiles issued by state or territory of the United States . I understand that I am not to operate a vehicle towing this trailer if my license is revoked. Minimum age to rent is 25 years with no violations or records that would preclude my safe operation of such vehicle. If the trailer is impounded while in renters possession renter is responsible for impound fees. I/We understand that only the vehicle listed on the contract is allowed to tow the trailer.
3. \_\_\_\_\_\_ I/We acknowledge having sufficient explanation of the operation use & maintenance of the trailer. Including the operation & safetly precautions connected with the bottled gas, installations & appliances, & am thoroughly familiar with the overall operation & safety equipment. Furthermore, I/we examined the travel trailer and find it suitable for the purpose for which it is being rented. I/we find all accessory equipment & components in acceptable condition & agree that I/we will periodically examine and service the equipment including, but not limited to, tires and generator fluids(if generator is part of rental) as failure to monitor and document these checks can result in failures attributable to neglect. I agree to maintain all in a safe, dependable, warrantable condition while in my custody & if any defect is discovered after the acceptance of the unit, I will immediately obtain instuctions from Owners or replace if damage or loss occurs during my rental.
4. \_\_\_\_\_ This is to acknowledge receipt of the following: Written & Oral driving Instructions, Written Instructions if in an accident, Written and oral deminstration of (hitch, break away pin, and 7 way brake connector), Power cords, Rental Check List, Tire Care, Generator Instructions written and demonstraction, Tie Down Instructions, Client Departure, Supplemental Liability Insurance Flyer & Personal Accident & Personal Effects Insurance (a copy is on board in Manual), All the Manuels for all appliances and a/c are on board (Registration and Insurance inside manual), Daily Inspection Form, Customer Walk Through Checklist, Rental Trailer Users Guide with towing guides, sewer & furnace info, Propane & Cable Info, (all this is in the Manual on Board) , Options List & Specs, Renter’s Take Along Checklist, Check in/Check Out Form, & Trailer Check in Sheet that must be signed when dropping off trailer.
5. \_\_\_\_\_ I/We understand we are provided with power cords & adapters & also surge protector and supply polarity voltage check a/c line meter for 30-amp service which must be used before powering the trailer with any kind of power. I we understand that bad power can result in major damage to slide out motors, awning motors, microwaves, air conditioners, etc. (renter will be responsible for repairs as this is not covered under insurance). If you have bad power you should notify camp ground to move you or have them figure out how to correct the power. If generator is supplying bad power, you need to swap to a different generator. No cords or adapters should be submerged in water so lift off the ground in rain as this will fry power cord. If power cord comes back black/fried, I/we will pay for replacement cord & also for any mechanical issues caused from my/our neglect.
6. \_\_\_\_\_ I/We understand that during the walk through we are shown how to use the hitch, power cords, generator cords, generator if rented, 7 Way Power Cord, & Break Away Pin. Break Away Pin if not plugged in will engage the brakes and should not be driven this way. If break away pin gets fried or is not able to be plugged in (it needs to be repaired immediately) and trailer should not be driven or you will be responsible for paying for tires, brakes assembly, hubs and any other damage associated. Break Away Pin may get damaged if you damage 7-way plug wire or plug into bad power.
7. \_\_\_\_\_ It is understood that everything in the trailer must be straped down to avoid damage. It is understood I/we are liablie for damage to trailer and belongings for my/our failure to tie down or improperly tie or strap items down. I/We acknowledge we will be unable to file an insurance claim on owners insurance.

1. \_\_\_\_\_ I/We understand that the awning can be damaged during high wind conditions, rain, tornado or hurricane. We are advised that awning should not be used as insurance will not provide coverage to any damage to trailer or awning. It is understood if awning is used during my/our rental period we are 100% personally liable for repairs or replacement to awning or trailer or other property that may be damaged due to awining coming lose.

1. \_\_\_\_\_ I/We understand that nobody or any living thing is to ride in the trailer while it is being towed and is moving. I/We have been advised to vacate the trailer & get to proper shelter if a severe weather warning is issued for the area I/we are located
2. \_\_\_\_\_\_ I/We agree not to use or permit the use for an unlawful purpose: drive in a careless or negligent manner; and/or drive while under the influence of alcohol or narcotics. I/we understand there is to be no roof access and I/we may be billed for cleaning or damages for roof access
3. \_\_\_\_\_ I/We understand that only septic safe toilet paper (printed on package) is to be used in the toilet (no wipes/feminine products even if states septic safe). Also too much toilet paper put between flushes can plug up the toilet & sewer. If this occurs dump a gallon of water down toilet while flushing or place a stick down toilet opening to try and clear it. If we have to clear toilet or sewer or dump it we charge $75.00. If damage occurs due to plugging up sewer you will be charged for parts and labor to repair.
4. \_\_\_\_\_\_ I/We agree to pay any tickets, late fees and administrative fees incurred during our rental contract for red light running, speeding, parking , toll violations or impound fees that may be issued for our rented rv during our rental. It is agreed that these fees will be paid within 2 days of being notified by the owner and proof of payment e-mailed or faxed to the owner(s). If the owner has to send more than one request asking for payment because payment is not made within the 2 day time frame stated by owner in the first notice to renter there will be a $20.00 fee for each notice sent. If after 30 days of original notice to renter, payment is not made then renter will be responsible for any court costs, attorney fees and a fee of $200.00 to owner for their time.
5. \_\_\_\_ I/We agree this agreement and indemnity can be also used for future rentals on any trailer owned by Dawn and or Robert Pittard.
6. \_\_\_\_\_I/We understand that unit is a non-smoking pet free unit. If it is found that there has been smoking or a pet in the unit there will be a $250.00 penalty charge deducted from the deposit to have the vents & unit cleaned. We may also be charged for damaged that may need to be repaired from pets or smoking devices.
7. \_\_\_\_\_ It is ackowledged that regardless of the party at fault, other approved or unapproved , paid or unpaid driver, I/We understand as the contracted renter agree to be responsible for any and all damages/abuse to the travel trailer/toy hauler, any involved property, and related permanently or temporarily attached equipment or property resulting from misuse, not following instructions, collision or any other like accident(s) with any and all insured and uninsured motorists, and acts of God or nature for a term that expires only once all charge and incurred expenses are paid in full whether covered or not by my/our insurance, at fault party or owners. It is understood that I/we have been given the option to purchase comprehensive insurance on the rented trailer to cover any damage to the trailer. It is understood that if I do not purchase this insurance and the owner has to put a claim in on their commerical policy due to damage caused during my/our rental that we are responsbile for insurance increases that may be imposed on their fleet of travel trailers.
8. \_\_\_\_\_ I/We shall immediately after any accident or related damage report the same to the Owners, Robert & Dawn Pittard upon return to the owners, or to the insurer, every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding, received by renter(s) or said driver in conneciton with any accident or occurrence involving travel trailer/toy hauler including a complete police and accident report within 24 hours of occurrence. I/We understand I/we may be required to submit a urnine and or blood test as a result of an accident. The driver/I/We agree to refrain from aiding or abetting the assertion of any claim and shall cooperate fully with the Owners and the insurer in the investigation and defense of any claim or suit. If any authorized driver fail to provide such active cooperation, I/We may not be entitled to the liability insurance coverage. If the vehicle is stolen from my/our possession, I/we will immediately notify local authorities, notify Owners, and I/we assume the burden of firmly establishing its loss and to return the Trailers keys to the Owners.
9. \_\_\_\_\_ Any and all damage must be reported to the Owners, Robert & Dawn Pittard immediately upon occurence or discovery. Glass breakage/ glass chips from rocks and other collisions are soley and completely my responsibilty as the renter/guest. Repair must be made promptly and on-the-road in order to avoid further compromised visibility, safety, and additional expense. Failure to notify Owners, Robert & Dawn Pittard immediately of damages or failures may increase amounts due per contract including Out of Service Charges not to exceed daily rate plus tax. All guest related damages will include up to 25% Owner Service Fees/per invoice and may include any determined amount of loss of unit Market Value due to my related/caused damages.
10. \_\_\_\_\_I/We understand that I/we shall obtain prior approval from the Owners, Robert & Dawn Pittard before having the travel trailer/ toy hauler removed from an accident. I/we may be charged the full tow fee if prior consent is not obtained. I/We are responsible for towing & storage fees if in an accident.
11. \_\_\_\_\_ Damage/Security/Cleaning/Dump Deposit: is in the amount of ( $500/$1000 ). NOTE: deposit will be forefited to Owner in the event the Owner suffers any loss, cost damage or claim during the term of the rental or if the renter has been found to use the travel trailer/Toy Hauler in any prohibited way outlined in this agreement. Before departure, a cash security deposit shall be received. As parcial compensation for failing to return the vehicle in as good as condition as day of departure and for reimbursement of articles damaged, broken or missing, I understand my deposit will be returned or credited not less then (15) fifteen days after I return the unit – allowing for the thorough scrutiny, I or my associates knowingly or unknowingly may have caused and are responsible for. This includes everything from scratches to glass chipping & breakage to internal mechanical components on generator & fueling station damage determined and traceable to any misuse. I/we understand and authorize security deposit to be collected for damages/repairs, plus additional required funds if necessary immediately upon notification, my determination or Owners determination upon return and review of the unit. It is understand that if the unit is not returned as clean inside & out as when given to me/us that a $75.00 cleaning deposit each for inside & outside will be deducted from deposit. If sewer and tanks are not dumped there will be a $75.00 dumping fee.
12. \_\_\_\_\_ In the event the Travel Trailer/Toy Hauler has a mechanical failure which prohibits the continued driveabilty of the Travel Trailer/Toy Hauler, I/we must contact the Owners for further instructions. The owners may choose to reimburse my/our expenses incurred (not to exceed $60.00 a day) to repair said Travel Trailer/Toy Hauler ) expenses incurred during time of actual repair only, not including infrastructure delays. I realize and accept that if I/we do not contact the Owners, Robert & Dawn Pittard for directions and authorization to repair the Travel Trailer/Toy Hauler, that I/we are waving opportunity to receive any and all expense reimbursement(s). Mechanical failures of the refridgerator, A/C or heating units including the water heater, generator , and other non-essential driveability systems do not constitue a breakdown of the Travel Trailer/Toy Hauler. Owners reserve the right to refuse refund to a renter that returns the travel trailer/toy hauler in a damaged condition. All mechanical failures will be fully investigated prior to establishing if a refund is due and settling on a fair amount. All repaired parts must be returned to owner for verification of failure. Without parts refunds will be refused. It is understood that the owners pay for rv road side assistance (#800-4161-4069) for their fleet of rv’s. This service is to help renters with finding emergency service to help with break towing, tire change, gas/oil/water, battery & lock out assistance. Renter is responsible for any fees associated with using this service unless the owner acknowledges it was a failure not related to the renter.
13. \_\_\_\_\_ I/We agree that we shall not travel over 65 miles per hour as this increases likely hood of tire blow out or other damage to the trailer. I/We also agree to keep the tire pressure at what is stated on the tire. We understand that we are responsbile for any tire blow outs unless it can be proven it is a defective tire. If it is a defective tire the owner will try to get reimbursement to renter for any damage through tire manufacturer if tire is less then 1 year old.
14. \_\_\_\_\_I/we will return the trailer to 16456 Orange Blvd. Loxahatchee, FL 33470, including all equipment, in the same condition as received, not including ordinary wear. Unless otherwise indicated on the contract, the return time is by 6:00 pm on date due, thereafter I will be charged a $25.00 late fee per hour & $225.00 daily.
15. \_\_\_\_\_ I/we understand the weight of this trailer requires a Class IV or V hitch rated for at least 8,000lbs and at least an 8,000lb ball. The rental does not include a hitch and ball. If the owners decide to lend their hitch & ball to the renters the renters use at their own risk and assume all liability for any problems that may occur from the ball & hitch and replace if damaged, stolen or lost for like kind.
16. \_\_\_\_\_ I/We understand that if a need arises to go to court because of any violations in this contract, I/We will be liable for all attorney’s fees including attorney fees for the owners Dawn & Robert Pittard, court costs and a $200.00 payment to the owner(s) for their time.
17. \_\_\_\_\_ I/we understand that our insurance carrier may provide optional liability & comprehensive coverage & possibly without a deductable that we may elect to get. In case of an accident or theft if we had this coverage we would not have to file a claim on owners insurance. The purchase of this insurance is not a requirement to rent. I/we are responsible for all damages or theft that may be incurred during my/our rental. If I/we choose not to purchase the comprehensive/collision coverage and a claim must be filed for damage or theft that occurred during my/our rental, it is understood that I/we will be responsible for deductible of $500.00 for collision and $1,000 for theft for a claim filed on owners policy. I/We also will be responsbile to pay for any possible increase to owners insurance premium on their fleet of travel trailers as a result of a claim filed for my rental on their policy (this would be paid monthly). I/we understand that my/our insurance carrier must extend at least $10,000 in liability coverage each for property damage & bodily injury back to a trailer being pulled by your vehicle (this is a requirement of the Florida Statue on personal insurance policies). This coverage must be verified before the optional 1 million ($1,000,000) in supplemental bodily injury ($50,000) property damage can be purchased. If combined property damage/bodily injury limit is less than $500,000.00 per person then I/we must increase limits with my/our insurer during rental period or purchase the supplemental insurance offered by Owner’s Rental Insurer. I/we understand that liability falls upon me/us and that I/we have been given a phamlet that gives me the option to purchase an additonal 1 million dollars ($1,000,000.00) a day in liability coverage & also the option to purchase additional medical coverage & personal belonging coverage. **The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736, Florida Statutes.**

1. \_\_\_\_\_I/we understand that I/We are responsible for any loss of use that is due to my/our fault. I/we understand that I/we will have to pay the rental fees during the loss of use and any repairs. The rental fees are $225.00 a day or $600.00 a week. (only for renters who have already completed a reservation application or for people who are having to be turned away because of the lack of a trailer to rent during the loss of use time). I/We understand that one of the things that can cause loss to the camper is bad power which could be supplied by camp grounds or other powering. I/We understand that the Power Defender Voltage Analyzer with surge protection supplied by the owners Dawn & Robert Pittard & will return the defender to the box after use.
2. \_\_\_\_\_All guest related damages may include charges for replacement parts plus $35.00 an hour for repairs made by owners or actual labor charges for repairs made at a repair shop & may include any determined amount of loss of unit Market Value due to my related/caused damages. If the trailer needs to be transported to repair shop due to renters damages, renter agrees to pay $50.00 each trip to Palm Beach RV or Great Time RV in Palm Beach County. If the RV needs to be taken to another repair shop milage is 55 cents per mile & $40.00 per hour that owner spends transporting & taking care of repairs.
3. \_\_\_\_\_I/We understand that trailer shouldn’t be driven over 55 miles per hour as this can cause the tires to blow & cause damage to the trailer, electrical system & more. I understand that owners are not responsible for tire blow outs or damage caused by me/us. I/We understand we are responsible for replacing blown tires with same exact tire/brand as what is on the trailer. It is also understood that the trailer can not be overloaded as this can cause problems to the axles/leaf springs and cause the tires to wear quickly or blow. I/we agree not to over fill or under fill the PSI. We agree to keep the PSI at what is stamped on the tire. If trailer comes back with damage from over inflating tire or overloading trailer I/we will pay for the repairs. I/we understand that if a flat tire occurs during my rental we should call the #800-416-4069 for roadside assistance the owners pay for. I/we are responsible for charges for damage we caused. I/we understand we shall keep the blown tire. The trailer has a spare tire and a tire aid to help in changing the tire. I agree to watch the attached you tube vidoe on how to use this aid and change the tire properly <http://www.youtube.com/watch?v=1LXssOZH9Ww> in the case no road side assistance is available at our location.
4. \_\_\_\_ I/We understand that if the generator being used is damaged, lost, stolen or neglected causing loss or damage we agree to pay for repairs or replacement for like kind generator. Generator being used \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_ I/We understand the furniture in travel trailers is made light weight & heavier persons could damage furniture/stairs/beds/toilets chemicals/gas/salt etc. It is further agreed that chemicals/gas/salt etc. from one’s clothes, hands etc. could damage materials in the trailer and renter is responsible for such damage.
6. \_\_\_\_\_ All trucks traveling along state-maintained highways are expected to stop at every Weigh Station and Agricultural Inspection Station along the way to their destination. If you're pulling a rental trailer with your personal vehicle, the combined weight of your personal vehicle and the commercial rental trailer cannot exceed 10,000lbs, if so, you would be expected to enter the scale facilities in Florida. Some states require a CDL license if pulling more than 26,000 lbs.

RENTAL INDEMNITY **Travel Trailer Toy Hauler Rental Indemnity Endorsement** Customer Name(s) (Printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We acknowledge responsibility, as an insurer as well as bailee, & will hold harmless the owners, Rob & Dawn Pittard from any & all fines, forfeitures and penalties arising out of my/our negligence or violation of law, citations including any & all loss, bodily injury (including death) to self or my/our passengers, associates or personal property while carried or in or on such rented trailer including loss or damages caused by fire, water, theft, act of God, Natural occurrences, items left behind by previous renter or placed in camper by owner, uninsured motorist, damage & expense, including legal expense, of any kind arising from Toy Hauler/Travel Trailer use authorized or unauthorized activities, operations or conditions in or around the trailer during my/our possession extending to such time my/our account is settled and cleared, (Including without limitation, latent and other defects whether or not discovered by you.) etc.

I/we agree to hold harmless Robert & Dawn Pittard for damages, inconvenience and/or time loss caused by accident, breakdown or malfunctioning of the travel trailer or any appliances or equipment.

This indemnity shall continue in effect at all times despite the surrender of possession of the vehicle and or before expiration of the rental terms. It is agreed and understood that I may control the defense of any such claim.

**Signatures below for Rental Agreement and understand of all terms and conditions (My/our initials 1-30) & Rental Indemnity for pages 1 – 3**

Renters Signature Agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_ Renters Signature Agreement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_