**Rental Agreement and understand of all liability, terms and conditions for any trailer owned by Dawn and or Robby Pittard**

Renter/s

1. \_\_\_\_\_ I/We understand that the rented trailer remains the property of Robert & Dawn Pittard (owners) and failure to return, release it or allow it to be picked up by Dawn or Robert Pittard (Owners) or by somebody authorized by Dawn or Robert Pittard 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. It is agreeded that this is a delivered trailer and it is not to be moved by anybody other than owners or authorized person by owners.
2. \_\_\_\_\_\_ I/We acknowledge having sufficient explanation of the operation use & maintenance of the trailer. Including the operation & safetly precautions connected with the bottled gas, power cord, generator if rented, 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 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.
3. \_\_\_\_\_ This is to acknowledge receipt of the following: Generator Instructions, 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), Customer Walk –Through Checklist, Rental Trailer Users Guide with appliance guides, sewer & furnace info, Propane & Cable Info, Specs & Check in/Check Out Form.
4. \_\_\_\_\_ 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.

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 owner has on trailer 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.

1. \_\_\_\_\_\_ I/We agree not to use or permit the use for unlawful purpose: It’s understand there’s no roof access and if accessed I/we may be billed for damages/cleaning.
2. \_\_\_\_\_ I/We understand that only septic safe toilet paper (printed on package) is to be used in the toilet (no wipes/feminine products). Most are septic safe. Too much toilet paper can plug up the sewer. If this occurs dump a gallon of water down toilet while flushing to try and clear it. If we have to clear sewer and dump it we charge $75.00 if damage occurs due to plugging up sewer you will be charged for parts and labor to repair.
3. \_\_\_\_\_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.
4. \_\_\_\_\_ 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, 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 charges 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.
5. \_\_\_\_\_ 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.
6. \_\_\_\_\_ 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 trailer 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.
7. \_\_\_\_\_ It is understood that owners supply an rv trouble shooting guide and that if something is not working owners may walk renter through a possible fix but if unable to remedy there is usually nothing that can be done on short term rentals and while traveling as most parts have to be ordered. For longer term rentals- owners may be able to order parts and have shipped to renter if they are not local. If local – we will make every attempt to order major items that would prevent necessary items from working such as: fridge parts, gas line, water heater, a/c parts, toilet parts or sewer issuess and install if possible (if fault of renter – they will pay for part & labor & travel). Smaller items that break during rental you are welcome to go to a rv store and purchase and install yourself: bulbs, batteries, shower curtains, curtain rings, faucet handles, stoppers, door parts etc.

1. \_\_\_\_\_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.
2. \_\_\_\_\_ Any and all damage must be reported to the Owners, Robert & Dawn Pittard immediately upon occurence or discovery.
3. \_\_\_\_\_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.
4. \_\_\_\_\_All guest related damages include 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
5. \_\_\_\_\_ 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.
6. \_\_\_\_\_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.
7. \_\_\_\_ I/We agree this agreement and indemnity can be also used for future rentals on this same trailer or others owned by same rental agent.
8. \_\_\_\_ 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. An extra fuse is supplied in case it starts tripping and I/We are responsible for changing it. Generator taken \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
9. \_\_\_\_ I/We understand that the furniture in travel trailers is made light weight and heavier persons could damage furniture/stairs/beds/toilets & that renter is responsible for such damage.
10. \_\_\_\_ I/We understand that chemicals/gas/salt etc. from one’s clothes, hands etc. could damage materials in the trailer and renter is responsible for such damage.
11. \_\_\_\_ I/We understand that as Renter we are responsible for anybody staying in the trailer and should have this signed by any adults entering the rv and I.D. picture taken and text with this waiver to Dawn at 561-231-4640. We take responsibility for anybody not signing the waiver that enters the rv.

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 further agree to hold Robert & Dawn Pittard harmless for damages, inconvenience 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 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 1-23) & Rental Indemnity for pages 1 – 2**

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