

Rocky Creek RV Rental Contract

Rental Requirements: Renter (Customer) must possess a valid driver's license and be at least 25 years of age. Any/all additional drivers must also present a valid driver's license and be at least 25 years of age. Photo copies of all drivers licenses are required prior to or at check-out. Proof of insurance must be provided on all authorized drivers.

Reservation Deposit: A 50% reservation deposit is required in advance to reserve an RV. This deposit is credited towards rental fees. Reservation deposit is **NON-REFUNDABLE** but is transferable up to one year of original reservation date. Cancellations made less than 14 days prior to departure are **NON-REFUNDABLE** and **NON-TRANSFERABLE**.

Damage Deposit: A \$500.00 damage deposit is due at check-out upon rental in addition to rental fees.

The deposit is appropriately refunded after a thorough inspection of the rental unit upon return. Any negligent damage done to the rental unit that is not covered by insurance is the responsibility of the renter and will be deducted from damage deposit accordingly. Rocky Creek RV Rental has up to 10 days from the return of the unit to inspect the unit for damages and contact the customer. The \$500.00 damage deposit will be returned within 10 days if there are no damages.

Insurance: You are responsible for all damage or loss you cause to yourself, your property, the rental unit and others. You have provided us with a current insurance card indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the vehicle you are driving and towing.

RV Condition at the time of pick up: The unit you are picking up is clean on the interior, and exterior, and is in full working order.

RV Return Policy: Rental units must be returned as scheduled. Unauthorized extensions will be charged at twice the unit's equivalent daily rate for each day or portion there of the unit is returned after the scheduled time. Rental days are based on number of nights out. Check-in is before 10am. The rental must be returned in the same condition listed at the time of pickup, (clean on the interior and exterior and is in full working order). Any accrued fees will be assessed and charged against the damage deposit as follows.

Cleaning Charges \$500.00
Pet Orders: \$500.00
Smoke Odors: \$500.00
Holding Tank Not Empty \$50.00
Lost Keys: \$25.00

ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE DAMAGE DEPOSIT AND ADDITIONAL \$500.00 MAY BE CHARGED TO THE GIVEN CREDIT CARD AT THE TIME THE UNIT IS RETURNED, IF DAMAGES ARE GREATER THAN \$500.00, YET LESS THAN \$1000.00 BY THE VISUAL ESTIMATE OF RCRV.

Smoking: No smoking is allowed in rental units. Any smoke odors in the returned rental units will result in additional fees. Please refer to RV Return Policy for applicable fees.

Pets: No pets are allowed in rental units. Any pet odors in the returned rental units will result in additional fees. Please refer to RV Return Policy for applicable fees.

Ladder: Some rental units are equipped with rear ladders. These are not for customer user. There is no reason any customer should be on the roof of the unit. Activity on the roof of the unit is fully forbidden.

Travel Restrictions: Rental units may not be driven into Mexico.

Rental Fees: All rental fees must be paid prior to check-out including deposits.

RENTER MUST BE PRESENT AT CHECK-OUT AND COMPLETE AN ORIENTATION ON THE RV AND SIGN THE RV CHECK OUT FORM NO EXCEPTIONS.

NO PERSON OR ANIMAL SHOULD BE IN THE UNIT WHILE IN TOW. ALL ITEMS IN UNIT SHOULD BE PROPERLY SECURED.

In the unlikely event of a break down, repairs under \$50.00 should be completed and paid for by the renter. Repairs over \$50.00 must have prior authorization from Rocky Creek RV Rental. Please save and submit all receipts for repairs when you return the rental unit.

All units have a jack and tire tool under the large bed. In the event of a tire blowout the customer is responsible for changing the tire. Rocky Creek RV Rental does not provide road side assistance or road side tire service.

Some Rental units are equipped with awnings for shade. We suggest you do not use the awning due to the possibility of damage. If an awning is damaged, extensive cost can be incurred. If you elect to use the awning and it is damaged repair cost can be up to \$2,500.00 which you the rent are held responsible for.

General Requirements: Customer agrees not to drive in a careless or negligent manner while towing or driving a Rocky Creek RV Rental, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those signed to the agreement. Customer further agrees not to use, or permit use of the rental for unlawful purposes.

Customers will hold Lessor harmless from any and all fines, forfeitures and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Customer further agrees to indemnify and hold harmless the Lessor from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use, operation or possession of the rented unit. Unless prohibited by law, you release us from *any* liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle.

I and those I bring in contact with the unit in which I rented from Rocky Creek RV Rental shall hold harmless, other client owners. Rocky Creek RV Rental and its authorized agents and employees from and against all loss, bodily injury, damages and expenses. including legal expenses, of any kind arising from my rental unit during my possession extending to such time my use is finalized and cleared by Rocky Creek RV Rental, (including without limitations, latent and other defects whether or not discoverable by me or Rocky Creek Rv Rental). This indemnity shall continue in effect at all times despite the return of the rental in before or after expiration of the contract terms whether by my formal request, Rocky Creek RV Rental or otherwise. It is agreed and understood that I may control the defense of any such claim.

By signing below you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a credit voucher in your name for all rental charges due under this Agreement. Signature acknowledges that renter has read and agrees to the above policies and conditions.

X _____
Signature Date

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