

Wildcat R.V. Rental

Client/Renter Name: _____

1. **DEFINITIONS:** “Agreement” means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. This agreement consists of all conditions on this and the following pages, whether printed or written. “Client/Renter” means the person (s) signing this agreement, and any other party (including organizations) to whom the charges incurred are billed at the express direction of such party or the person (s) signing this agreement (with Lessor’s [*Tina M. Edmonds &/or Darrell B. Edmonds*] consent), both being jointly and severally liable for such charges. RV (or unit) stands for recreational vehicle, or trailer identified in this agreement and its tires, tools, accessories, equipment, appliances, keys and vehicle documents. No one is permitted to move the R.V except for Lessors.

2. **PAYMENT OF CHARGES:** All fees are payable by ***US Dollars*** in cash, certified bank check, travelers check or on a major credit card (MasterCard or Visa), via paypal. *We do not accept personal checks less than 3 weeks in advance of departure.* (There is a \$50 fee or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason.) Full (100%) of total rental fees must be paid 30 days prior to departure (or immediately if within 30 days of departure). Any balance for incidentals, or changes, is due no later than the day of departure, i.e., security and cleaning deposits. The final payment must be made for processing, by Paypal, prior to day of departure. No payments by check within the two weeks prior to departure.

3. **COMPUTATION OF CHARGES;** Client/Renters shall pay ***Tina M. Edmonds:***
 - A. **Booking Deposit** – A ***\$250.00 Deposit is due at reservation to secure your trip.*** - The Deposit will reserve the requested unit for the requested period of time, and becomes your Cleaning/Damage Deposit during the rental.
 - B. **Rental Time.** Charges are computed on a 24 hour period – “night”.
 - C. **Cancellation Fee** – If the reservation is cancelled less than 30 days from the first night of rental, 100% of the Security Deposit & (if applicable) Rental Payment is/are forfeited. If the reservation is cancelled 30 days or more from the first night of rental, 100% of the Security Deposit & (if applicable) Rental Payment will be refunded to Client/Renter. The Lessor, at its discretion and on a case by case basis, may allow \$250 to be held for 365 days for Client/Renters use on a future booking. This special dispensation is for unique situations.
 - D. **Cleaning / Damage Deposit** – The Security Deposit ***becomes*** your Cleaning / Damage Deposit at time of you take possession of the unit. This deposit is refunded (within *7 normal business days* of the return of the RV to Lessor) providing the vehicle is returned in the condition it was received (clean inside and out, and no damage or missing equipment). Any monies held beyond the 5 normal business days will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The Client/Renter will forfeit all rental deposits for any vehicle returned with any odor of fish, animal, smoke (including campfire smoke) or other offensive odor. ***Excess cleaning fees of \$70 US per hour will be charged above and beyond any amount the Security Deposit does not cover -should it be necessary.***
 - E. **Sewage Holding Tanks** (both black and grey) will be dumped by Lessor at no charge to Client/Renter at the time Client/Renter returns the R.V. to Lessor’s possession. Any dumping of Sewage Holding Tanks (both black and grey) that needs to be done during the time Client/Renter has possession of the R.V. will be done at Client/Renter’s time and expense. Tina M. Edmonds &/or Darrell B. Edmonds will provide instruction and demonstration to Client/Renter on proper procedure for dumping Sewage Holding Tanks.
 - F. **Vehicle Recovery Expense:** ***All cost*** for pursuing and recovering a vehicle – ***including, but not limited to*** - loss of use and damages, fees incurred to return the R.V. to Tina M. Edmonds & Darrell B. Edmonds, etc. – will be borne by Client/Renter.
 - G. **Fines and Other Expenses:** Any fines, penalties, court costs, and other expenses assessed against Lessor, by result of Client/Renter’s possession and use of the vehicle will be borne by Client/Renter.

H. **Errors:** All charges are subject to final audit. Customer is responsible for any corrected charges found in this final audit. Customer authorizes Lessor to collect the corrected charges against the credit card used to secure the original reservation – or another mode of payment agreed upon by Lessor.

I. **Refunds:** There will be no refunds for early returns.

4. **INSURANCE COVERAGE**

A. We provide comprehensive, collision and liability insurance covering damage to the R.V. with a deductible per occurrence, for which deductible you are responsible. Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized person terminates our liability insurance coverage. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits

B. **Client/Renter and all authorized operators** will report all accidents to Lessor (within 24 hours) and to law officials as soon as possible in the jurisdiction where the accident takes place. Client/Renter and Authorized Operator(s) will deliver all papers of any kind relating to the accident to the Lessor. Client/Renter and Authorized Operator(s) will fully and actively cooperate in any investigation and defense of a claim or lawsuit against Lessor and its property relating to the accident.

5. **VEHICLE REPAIRS / WARRANTY DISCLAIMER**

A. Vehicle is Lessor's property. Client/Renter is not Lessor's agent for any purpose. Client/Renter acquires no right other than the right to use vehicle in accordance with this agreement.

B. If a breakdown occurs, and repairs are needed, any repair under \$50 may be done at Client/Renter's discretion. Any repair over \$50 must have prior authorization from Lessor. Please save and submit all receipts for repairs, and retain and bring back the old or broken parts. Reimbursements will not be made without a receipts and old or broken parts.

C. In the event of loss or damage to vehicle while on rental, the Client/Renter shall pay Lessor for repair both parts and labor, and other expenses involved including loss of future rentals of said vehicle, and diminished value of the vehicle. Client/Renter shall not use vehicle in any unlawful manner, nor use or permit use in an unlawful, reckless, abusive or wanton manner, nor move the R.V. for any reason.

D. Lessor disclaims any warranties, either expressed or implied with regard to use of vehicle for a particular purpose. Nor does Lessor authorize any other person or entity to assume any liability on Lessor's behalf.

E. Lessor does not provide travel insurance. Lessor is not responsible for delays, cancellations, or associated costs incurred by the Client/Renter due vehicle maintenance or repair. Client/Renter *shall not* be entitled to recover any damages for loss of use, loss of time, loss of income or any other incidental damages.

6. **RESPONSIBILITY FOR VEHICLE CONDITION / RETURN / REPOSSESSION**

Client/Renter shall return vehicle to Lessor in the same condition as received, except for ordinary wear, on the date and time specified. If not, Lessor shall avail itself of all legal recourse to recover said vehicle. Lessor further stipulates its legal right to repossess vehicle at any time after the due date and time (or at abandonment by Client/Renter) at the Client/Renter's expense. Client/Renter waives prior notice for repossession of vehicle if not returned at due date and time, or when the vehicle is being used for unauthorized or illegal use.

7. **NO LIABILITY FOR CLIENT/RENTERS PERSONAL PROPERTY**

Lessor is not responsible for Client/Renter's personal property. Client/Renter - do not leave any property in the vehicle when you leave, and you are responsible for any personal property while traveling. Client/Renter holds Lessor, its agents and employees harmless from claims for loss or damage of any property.

8. **PROHIBITED USE OF VEHICLE**

Vehicle SHALL NOT be used for the following purposes or conditions:

- A. For any illegal purpose.
- B. To obtain vehicle from Lessor by fraud or misrepresentation.
- C. To load the vehicle beyond it's rated capacity, in a manner that causes damage to the RV due to inadequately secured cargo.
- D. To Store or carry dangerous or hazardous items or illegal material.
- J. To operate while impaired or under the influence of alcohol, or any other intoxicant, drugs or narcotics.
- K. No cleaning/cooking of fish, nor smoke (including campfire) or other offensive odors.
- L. Sitting, standing or lying on the roof of the RV is specifically prohibited.

9. **PETS**

Lessor agrees to allow pets, less than 80lbs. An additional Pet Deposit of \$250.00 will be required. Client/Renter is responsible for returning the R.V. in the same condition that it was received. Should the R.V. have pet stains, odors and/or damages, Client/Renter will forfeit the Pet Deposit. *Client/Renter shall pay Lessor for repair both parts and labor, and other expenses involved including loss of future rentals of said vehicle, and diminished value of the vehicle in excess of the \$250.00 pet deposit. Excess cleaning fees of \$70 US per hour will be charged above and beyond any amount the Security Deposit does not cover -should it be necessary.*

10. **ASSIGNMENT**

This Agreement and the vehicle cannot be assigned or transferred by the Customer.

11. **WAIVER / MODIFICATION OF TERMS**

No term or condition of this agreement may be waived or modified as to Lessor except in writing signed by Lessor or Lessor's authorized agent.

12. **LIABILITY OF LESSOR**

Lessor shall in no event be liable for any indirect, special or consequential damages in connection with or arising out of the furnishing, performance or use of the vehicle, including any claims based upon failure to honor a vehicle reservation as requested by Client/Renter.

13. **TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE.**

Any additional terms will be disclosed at the time the rental agreement is signed. We reserve the right to refuse any applicant.

14. **MISCELLANEOUS.**

If you wish to extend the rental period, Client/Renter must receive authorization in advance. If the RV is inoperable for more than 24 hours, our liability to Client/Renter is limited to the daily rental rate times the number of days the RV is inoperable. No waiver by Lessor of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of Client/Renters obligations under this Agreement. Lessor's acceptance of payment from Client/Renter, or Lessor's failure, refusal or neglect to exercise any of their rights under this Agreement, will not constitute a waiver of any other provisions of this Agreement. If any provision of this

Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

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 card voucher in your name for all rental charges due under this agreement.

Lessor: _____ Date: _____

Client/Renter: _____ Date _____

Client/Renter: _____ Date _____

Emergency Contact Information:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: _____

Email: _____

Personal Reference Information:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: _____

Email: _____

R.V. (Unit) Information:

Unit: Wildcalt R.V. _____

Primary Client/Renter Information:

Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: _____

Email: _____

DL: _____ State: _____

Secondary Client/Renter Information: (if applicable)

Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: _____

Email: _____

DL: _____ State: _____