

Camping Trailer Rental Agreement

Renter must be 25 years of age or older, debit card or credit card used for payment must be in Renter's name, Renter must have a valid driver's license, Renter must have full coverage auto insurance in their name and Renter must complete this Agreement and agree to all Moses Lake RV Rentals Terms and Conditions attached below.

Below please review and sign at the bottom of the rental agreement that you the Renter understand completely the terms and conditions of the trailer rental agreement. This agreement shall be a binding agreement to protect the renter and the owner should something happen under this agreement. The Renter understands the agreement and must sign the policies and conditions document(s) before the keys and the trailer are checked out. The Renter also understands that Moses Lake RV, LLC (owner) has the full right to decline any/all part of this agreement should there is a reasonable doubt that agreement should be terminated.

Security Deposit. A \$500.00 security deposit (the "Security Deposit") is required for each camping trailer rental and due seven days prior to the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to your credit card that we have on file. The security deposit may also be used to pay any money due to Moses Lake RV under this Rental Agreement.

Reservations. \$300 Reservation Fee is required upfront to secure the rental for desired renting date. We work on first come, first serve basis. Reservation can be canceled within 7 days prior the reserved date. Your deposit will be refunded. No refunds if canceled with less than 7 day notice. NO exceptions.

Rescheduling. You may reschedule your reservation for a fee of \$50, subject to availability. You must notify us of your desire to reschedule and pay the \$50 rescheduling fee within 7 days of the Rental Period Start Date. The deposit that you placed toward your cancelled reservation will be applied to your rescheduled reservation. You have one year from the date you pay the \$50 rescheduling fee to reserve and occupy a camping trailer from us or you will forfeit your deposited amount.

I would like to reserve/rent a camping trailer from Moses Lake RV. I understand that Moses Lake RV must approve the Agreement before a reservation can be confirmed. If approved, I authorize Moses Lake RV to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Moses Lake RV, LLC have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 7 days prior to the Rental Period Start Date, I will get my Reservation deposit refunded fully. If I cancel the reservation less than 7 days prior to the Rental Period Start Date, the total reservation fee will be nonrefundable. No exception. If Moses Lake RV, LLC cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 7 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by any other means. Any deposited amounts can be used to cover the rental fee, with my approval.

Renter Initials _____ Date _____

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Moses Lake RV's Rental Terms and Conditions

Renters must be 25 years of age or older and have a valid driver's license, and full coverage auto insurance in his/her name, if towing yourself. Renter is responsible for ensuring a copy of the insurance policy adding adequate coverage for the rented RV (\$100,000 liability minimum). Please read the following policies and conditions carefully. It forms any rental agreement you make with us. This agreement is made between Roman Tverdokhlebenko ("we", "us", "our") and the Renter(s) ("you", "your") for the RV ("Recreational Vehicle"). Keep a copy of this signed agreement with you in the RV. You are renting our private RV. Please treat it with the same respect as you would to your own home.

Rental and Indemnity. This is a contract for the rental of the RV. We may repossess the RV at your expense without notice to you, if the RV is abandoned or used in violation of law or this Agreement (see "Prohibited Uses" below). You agree to indemnify us, defend us and hold harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the RV or our repossession of it.

Waiver and Release. I, the Renter, release and forever discharge and hold harmless Moses Lake RV, LLC and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from me using the Moses Lake RV, LLC Travel trailers, motorhome, 5th wheel trailer and any other equipment during my camping trip.

I understand and acknowledge that this Waiver and Release discharges Moses Lake RV, LLC from any liability or claim that I, Renter, may have against Moses Lake RV, LLC with respect to bodily injury, personal injury, illness, death, or property damage that may result from my activities and time spent while using Moses Lake RV, LLC property and equipment.

Insurance. I, the Renter, understand that I expressly waive any such claim for compensation or liability on the part of Moses Lake RV, LLC beyond what may be offered voluntarily and freely by a representative of Moses Lake RV, LL, in its sole discretion, in the event of such injury or medical expense.

Medical Treatment. I hereby release and forever discharge Moses Lake RV, LLC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered to me in connection with an emergency while camping using the Moses Lake RV, LLC equipment.

Rental Payment. The RV is rented from time of pickup to time of return. Minimum rental is three days. Your reservation will not be guaranteed unless we receive \$300.00 of the total rental fee as a deposit. This deposit will be due at time of reservation with the balance due at time of pickup, rental start date. If the reservation is made earlier than one week from your departure date the deposit can be paid by personal check. Personal checks are not accepted at time of pickup for the balance due. This must be paid by any other means. You can pay in advance with your personal check, however, reservation confirmation and rental start date will kick in after your check is cleared by the bank.

Cancellations/Refund. Reservation can be canceled within 7 days prior the reserved date. Your deposit will be refunded. No refunds if canceled with less than 7 day notice. NO exceptions. See Security Deposit below for information on security deposit refunds.

Smoking and Pet Policy. There is NO SMOKING in the Trailer. If the trailer returns with a smoke odor, renter forfeits security deposit. We prefer not to have any pets in the trailer, however, if you do want to have your pets inside, the additional \$150 cleaning fee will be assessed. Written consent required from us.

Preparation. This includes a complete walk through and instruction of the RV and its equipment. We ensure that you start your trip with full tank(s) of propane and water and sanitation chemicals. We also ensure that the RV has been cleaned and the holding tanks have been dumped.

Propane. We will provide you with full tank(s) of propane before you leave. If you need more propane during your trip, it is at your expense. Propane MUST be returned full or a \$35.00 fee per tank will be taken out of the security deposit.

Renter Initials _____ Date _____

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Sewer tanks. The trailer will have empty black and gray water holding tanks upon departure. It is your responsibility to drop the tanks before bringing the trailer back. There would be a \$50 Septic Service fee assessed if the tanks are not empty at the drop off time.

Appliances. The A/C, Radio (if applicable), Microwave, and Refrigerator are considered convenience items. Should any malfunctions occur with any of these items during your trip, no compensation will be made to you. Any damages to the awning will require a fee at check in which includes but not limited to broken/ripped/tares. A/C and Microwave required 30Amp /50Amp electric service or suitable generator to function. It is your responsibility to reserve the RV spot with proper hook-ups.

Tires. Tires are the responsibility of the renter(s). In the event of a tire malfunction the renter is responsible for having the tire replaced with the same type of tire and bringing us a receipt for the new tire. Renter(s) must use a qualified service company to change the tire. We will reimburse you for replacing a defective tire. We will not reimburse you for a tire damaged by your improper driving technique (for example: a right rear tire blowout caused by you scraping a curb).

RV Rental Pickup & Return. Renter(s) must personally pick up & drop off the RV, unless other arrangements are made beforehand in writing. The RV must be returned clean inside and out and both holding tanks dumped before returning. If the holding tanks are not empty at time of your return, the \$100 dump fee will be charged. **Renter can pick up trailer(s) according to the appointment time scheduled in advance. Renter(s) must return trailer by 3pm at end of rental. Any late returns will be charged \$75.00 toward the security deposit, unless other arrangements have been made by owner and renter in writing.**

Early Returns/Extending Rental Dates. Renter(s) is (are) responsible for looking over the rental contract to ensure that all rental costs and rental dues are correct before they leave on their trip. If renter(s) wish (es) to extend their rental dates, renter(s) must call us at 509-771-2790 for approval. Should you fail to call us, and you are more than 8 hours overdue, we will ask the police to issue a warrant for unauthorized use of an RV. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called for approval to extend, renter will be charged additional rental day(s), inconvenience fees, or loss of revenue, whichever is greater.

On Road Concerns. Please be sure to bring a cell phone on your trip. If you have a concern call us right away at 509-771-2790. Renter must call us at the number(s) above for help with all concerns and mechanical concerns. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by us and receipts of repairs are given to us on return. If renter is at fault for any damage, or mechanical failure, renter will be responsible for all repairs and any loss of future rental income. All repairs should be done by qualified RV repair shop.

Parking/Traffic Violations. Renter is responsible for reporting and payment of all parking/traffic violations on return. Non-reporting of parking/traffic violations breaches the Rental Contract and may result in any additional fee/fines.

Prohibited Uses. The following uses of the RV are prohibited and constitute a breach of this Agreement. You agree that the RV will not be used: a) by anyone who is not an Authorized renter listed on this rental agreement, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; b) by anyone under the influence of alcohol, prescription or non-prescription drugs; c) by anyone who obtained the trailer, or extended the rental period by giving us false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire; f) to push or tow anything; g) outside the United States; i) on any unpaved surface (except at a designated RV camping site); j) to transport an animal; k) to commit a willful, wanton or reckless act with the RV.

Breach of Agreement. The acts listed in the above paragraph are breaches of this Agreement. If you breach this Agreement, you are liable for all damages to, or loss of, the RV caused by your breach. You waive all recourse against us for any criminal or civil prosecutions that we may take against you that arise

Your 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 we received, handled or stored, or that was left or carried in or on the trailer or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

Renter Damage. If the trailer is returned with damage while the trailer was in possession of the renter, renter is responsible to pay all damage costs if the renter was at fault. If an accident occurs, renter is responsible for obtaining a police report, contacting us at 509-771-2790, and for payment of the insurance deductible amount. Renter(s) whose names appear on the contract are the only ones authorized to tow the trailer. The renter(s) is (are) responsible for all rental costs and any and all damages not covered by insurance. If damage amounts are substantial and a claim must be submitted, the renter(s) is (are) responsible for any and all damages, including loss of revenue and additional expenses not covered by insurance. Renter is responsible for ensuring a copy of the insurance policy adding adequate coverage for the rented RV is mailed or emailed to us before the trailer is checked out.

Security Deposit. The security deposit will be refunded (minus any damage not covered by insurance, any unpaid parking/traffic fines, dumping, cleaning, missing equipment, other amounts owing), by check within min of 2 (two) days after return of trailer. We may use your deposit to pay any amounts owed to us under this Agreement. In event of a cancellation the reservation fee will be handled as described above. The security deposit will be fully refunded.

Delivery and Setup. If you choose us to deliver your unit to your reserved RV spot at RV Park of your choice we would assume the following clauses: Tires, RV Rental Pick-up and Return, On Road Concerns, Parking/Traffic violations (from our place of business to the RV spot you reserved and back). The unit will be delivered to the campground within of 2 hours of the scheduled check-in time unless we agreed on the different time. The one hour setup time is included in the delivery fee. Every additional hour will be charged at \$40 per hour. The driver will be limited to wait for you no more than four hours after that time he will take the unit back to the shop. An additional charge will be assessed to have him come back. Early returns will trigger early pick-up from the RV Park which would cost you an additional \$100 to the quoted delivery/setup fee. Please plan your trip accordingly and keep us in the loop with your arrival time.

Miscellaneous. No waiver by us of any breach of this Agreement constitutes a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, out of your breach of this Agreement. Refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Act of Gods. Renter shall not hold Roman Tverdokhlebenko responsible for any damages that is outside of our control. (IE. Tree falling on trailers caused by high winds, damage caused by winds, hail, flying objects). Renter assumes all responsibility while in the possession of the rental.

By signing this page renter completely understands the policy set forth by Roman Tverdokhlebenko and will hold and honor these policies while in the possession of the renter. Any policies broken will result in a breach of agreement and Roman Tverdokhlebenko as owner has full right to cancel and collect for all loses.

Renter's signature: _____ Date: _____

Printed Name: _____

Lessee signature: Roman 7 Date: 1/9/2018

Printed Name: Roman Tverdokhlebenko