



Get-A-Way Camper Rentals LLC

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RENTAL AGREEMENT

- 1. Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement and any person or organization to whom charges are billed by us at it's or the renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Get-A-Way Camper Rentals LLC a Missouri limited liability company. "Camper" means the non-motorized camping trailer identified in this agreement. "Loss of use" means the loss of our right to use the camper for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the camper until it is repaired or replaced times the daily rental rate.
- 2. Rental, Indemnity, and Warranties.** This is a contract for the temporary use of our camper. This contract does not provide you or any other party with the right to tow or otherwise move the camper from the rental location. Unauthorized movement of the camper will result in, at a minimum, a loss of the security deposit and, potentially, legal action. We may repossess the camper at your expense without notice to you if the camper is abandoned or used in violation of any applicable laws of this agreement. ***You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental and your use of the camper. We make no warranties, express, implied or apparent, regarding the camper, no warranty of merchantability and no warranty that the camper is fit for a particular purpose.***
- 3. Campground Reservations.** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this agreement. No refunds will be given for campsite reservation errors.
- 4. Check In.** Delivery times are generally between 2:00 p.m. and 4:00 p.m. We will have the camper at your site by 4:00 p.m even if your campsite is available sooner.
- 5. Delivery / Set-up / Pick Up.** We will deliver and set-up the camper at the rental location that you have reserved on the start date you provided and pick up the camper at the completion of your reservation after 11:00 a.m. at the end of your reservation period even if your campsite checkout time is later. The campers will include instruction booklets which will explain the operation of the camper and some of it's features. It is your responsibility to familiarize yourself with the campground rules. **At the end of your reservation the camper should be without damage and the inside must clean (dishes washed, dried and put away, trash removed, floors swept, and countertops wiped down). Failure to return camper without damage and/or in an unclean state will result in additional charges that may be deducted from the Security deposit and if necessary legal action.**
- 6. Valid Driver's License.** An acceptable, valid driver's license must be presented at time of rental.

7. **Acceptable Forms of Payment.** All payments must be made on our website www.getawaycamper.com through our secure Paypal merchant portal. Full payment must be made before keys to the camper will be given to renter.
8. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this agreement subject, but not limited to, forfeiture of the security deposit, repossession of the camper without legal process and/or legal action: a) the unauthorized towing, moving or other prohibited use of the camper; b) accessing or walking on the roof of the camper; and c) not complying with all campground rules and regulations, or State or Federal laws.
9. **Personal 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 was left or carried in or on the camper or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
10. **Personal Injury.** You release us, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by the use of our camper, our negligence, or was otherwise our responsibility.
11. **Smoking.** There is **NO Smoking** in any of our campers. If the camper is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred.
12. **Pet Policy.** There are **NO Pets** allowed in any of our campers. If the camper is returned with any kind of pet stains or damage, it will result in the forfeiture of the security deposit plus any additional charges incurred.
13. **Limited Supplies.** Our campers have limited resources for your use. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane during their rental period. Exception is with full week rentals we will come out in the middle of the rental period and refill the fresh water and dump the gray and black water tanks if necessary.
14. **Appliances.** The A/C, generator, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to consult the informational material in the Trailer or contact Get-A-Way Camper Rentals at (573) 714-1743.
15. **Renter Damage.** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at (573) 714-1742. At check out, Get-A-Way Camper Rentals will estimate the damage, if any, and expedite the cleaning and/or repair.
16. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.

17. **Waiver.** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.
18. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Missouri without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Simi Valley, California or the federal court located in Los Angeles, California for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Simi Valley, California or the federal court located in Los Angeles, California.
19. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
20. **Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
21. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.
23. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures

X _____ Date _____
(Signature acknowledges that renter has read and agrees to the above Terms and Conditions)