MOUNTAIN STATES RV RENTALS AGREEMENT

This rental agreement ("Agreement") is made effective as of _____ between

Mountain States RV Rentals ("Company") and_____("Renter"). The partiesagree as follows:

VEHICLE: Company, in consideration of the rental payments provided in this agreement shall provide the recreational vehicle ("Vehicle") for use by the Renter.

Make:	COACHMEN
Model:	FREELANDER DREAMER
Year:	2010
Vehicle Identification Number:	1FDXE45508DB29082
License plate:	180695

RENT: Rental rates are based on the Vehicle Rental Rate of $_____Per day. Mileage allowance is 100 miles per day. If at the end of your rental you have driven more than 100 miles per day, you will be charged $0.34 each additional mile driven.

DURATION: The rental period shall be from _____ through _____. Renter must return the Vehicle to our rental office, or MOUNTAIN STATES RV RENTALS will pick up at another location we specify, on the date and time specified in this Agreement, and in the same condition that Renter received it (clean, black and grey tanks emptied, full gas tank). If the Vehicle is returned after closing hours, Renter remains responsible for the safety of, and any damage to, the Vehicle until we inspect it.

Terms of rental agreement: All rental fees are to be paid in full with CASH or CASHIER'S CHECK when unit is picked up.

FEES:

Days rented @ $ _____ per day…….. _____

Prep fee*……..……..…… $50.00

Extra miles @.34 per mile……. _____

MSRVR Insurance @ $25.00 per day (optional) _____ # of days…… _____

Additional fees…… _____

Total anticipated rental fee _____

*Prep fee includes pre- and post- functional inspection and propane use

DEPOSIT: At the time of vehicle pick up, you are required to pay **$500.00 damage deposit**, to be retaineduntil MOUNTAIN STATES RV RENTALS can inspect the vehicle. MOUNTAIN STATES RV RENTALS will have 10 business days to inspect, and return all, or portion of, damage deposit.

(Note: A reservation fee of **$100.00** is required to reserve any RVin advance, and will go towards the damage deposit of **$500**.)

Rental Agreement Continued

• *Any cancellation must be done so in writing **30 days** prior to departure date. You will be granted a full refund if cancellation is done within that time frame. If cancellation is given later than that, your reservation fee of **$100.00** will not be refunded.*

CHARGES: Renter agrees to pay MOUNTAIN STATES RV RENTALS based on the rental rate for all charges due Company under this Agreement, including but not limited to:

a) Time and mileage for the period during which Renter keeps the Vehicle, or a mileage chargebased on our experience if the odometer or its seal is damaged, tampered with or disconnected.

b) Charges for optional products or services Renter elects to purchase or rent.

c) Fuel, if Renter returns the Vehicle with less fuel than when rented.

d) Loss of, or damage to, the Vehicle, and its included contents: which includes the cost of repair, or the actual cash value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, or if we elect not to repair the Vehicle, plus an administrative expense incurred in processing the claim, allin accordance with Wyoming Civil Code §1936.

e) **Cleaning cost ($50/hour charge) if the Vehicle is not returned in the same condition rented.**

f) Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Company elects to repossess the Vehicle under the terms of this Agreement.

g) **Acceptable forms of payment are cash, cashier's check.**

h) If a breakdown occurs, and repairs are needed, any repair under $100.00 may be completedwithout notification. Costs of parts will be reimbursed by MOUNTAIN STATES RV RENTALS with receipt. Notification must be made within 12 hours of the breakdown to the owners, Mike or Patty Kenefick.

i) Any repair over $100.00 requires prior approval by the owners, Mike or Patty Kenefick. Reimbursement will not be made without an original receipt.

j) Owner shall not be held liable for damages, inconvenience, or time lost caused by accident, breakdown, or malfunction of the rented RV. MOUNTAIN STATES RV RENTALS' vehicles are regularly inspected and preventative maintenance done to prevent breakdowns.

SECURITY DEPOSIT: A security deposit will be held in the amount of **$500.00** dollars. Security deposit is due before rental period starts. The Company may use your deposit to pay any amounts owed to us under this agreement (i.e. excess mileage, cleaning, or damage). ***If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by cash or cashier's check.***

LIABILITY INSURANCE: Renter is responsible for all damage or loss renter causes to others. Renter has provided us with an insurance binder indicating that Renter has vehicle liability, collision and comprehensive insurance covering Renter, Company, and Vehicle. If Renter has auto liability insurance that ***matches*** the coverage required, Company provides no liability insurance. **Proof of insurance and a copy of driver's license of any drivers of the vehicle will be provided to MOUNTAIN STATES RV RENTALS before the rental period starts.**

RENTAL, INDEMNITY, AND WARRANTIES: This Agreement is a contract for the rental of the Vehicle. We may repossess the Vehicle at Renter's expense without notice to Renter, if the Vehicle is abandoned or used in violation of law or this Agreement. Renter agrees to indemnify Company, defend Company and hold Company harmless from all claims, liability, cost and attorney fees incurred by Company resulting from, or arising out of, this rental and Renter's use of the Vehicle. We make no warranties, express, implied or apparent regarding the Vehicle, no warranty of merchantability, and no warranty that the vehicle is fit for a particular purpose; although MOUNTAIN STATES RV RENTALS endeavors to provide a safe and reliable vehicle.

Rental Agreement Continued

RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for alldamage to the Vehicle, missing equipment, and Company's administrative expenses connected with damage regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Vehicle and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Vehicle. Renter is responsible for damage due to vandalism not associated with theft of the Vehicle. Renter is responsible for all damage and will pay owner on demand for all missing equipment, loss or damage to the vehicle regardless of whether or not renter is at fault. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Vehicle to us within 24 hours.

CLEANING AND RETURN: The Security Deposit becomes your cleaning / damage deposit at time of your departure. This deposit is refunded providing the vehicle is returned in the condition it was received (clean inside and out, gas tank full, toilet clean and empty, and no damaged or missing equipment), and less any outstanding charges (i.e. propane, excess mileage, etc.).
Any monies held beyond the 10 business days will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The 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 $50.00 US per hour will be charged above and beyond normal cleaning should it be necessary.

PROHIBITED USES: The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. The Vehicle will not be driven: a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; b) by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs; c) by anyone who obtained the Vehicle, or extended the rental period by giving Company 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 or for compensation; f) to push or tow anything; g) in any race or speed contest; h) to carry dangerous, hazardous, or illegal material; i) outside the United States, or in any area restricted by terms found elsewhere in this agreement; j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; k) on an unpaved surface except at an RV campground; l) to transport more persons than the Vehicle has seat belts or to carry persons outside the passenger compartment; m) to transport children without a federally-approved child safety restraint or booster seat as required by State law; n) when the odometer has been tampered with or disconnected; o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect Renter to know that further operation of the Vehicle would damage it; o) with inadequately secured cargo; p) to transport an animal; q) after an accident involving the Vehicle without first reporting the accident to the police and to us.
Driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use.

INSURANCE: Renter agrees to maintain Automobile Insurance during the term of this rental agreement, providing the Company, the Renter, and any other person using or operating the Vehicle with the following primary coverage:

A) Bodily injury (each person/each accident $500,000); and property damage (each accident $500,000)
B) Property damage limit (each accident $500,000)
C) Medical payments coverage (limit each person $25,000)
D) Comprehensive coverage ($500 deductible)
E) Collision coverage ($500 deductible)
F) Emergency road service coverage
G) Uninsured motor vehicle coverage (bodily injury limits each person $100,000/each accident $300,000)
H) Underinsured motor vehicle coverage (bodily injury limits each person $100,000/each accident $300,000)

Rental Agreement Continued

If customer's insurance is unable/unwilling to provide the above mentioned limits, then customer may purchase insurance from MOUNTAIN STATES RV RENTALS at a cost of $25 per day. **Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States, and RV is to be operated only in the United States.**

****By signing this agreement, you state that all listed drivers have acceptable driving records.****

FINES/OTHER EXPENSES: Any fines, penalties, court costs, and other expenses assessed againstLessor, by result of Client/Renter's possession and use of the vehicle will be borne by Client/Renter.

PERSONAL PROPERTY: Renter releases Company from all claims for loss of, or damages to, yourpersonal property or that of any other person, that was left or carried in Vehicle.

CONDITION OF VEHICLE: Company shall provide the Vehicle in clean and operating condition. Service to the Vehicle or replacement of parts during the rental must have Company's prior approval.Renter must check and maintain all fluid levels and tire air pressure during the rental period.

PETS: No pets shall be allowed in the Vehicle without approval. Failure to comply with this requirementwill result in loss of Security Deposit plus cost of cleanup. Please keep pets off of furniture.

SMOKING: **Smoking is NOT allowed in the Vehicle.** Failure to comply with this requirement will result in loss of ENTIRE Security Deposit plus cost of cleanup.

TOWING: The Vehicle is not allowed to tow any other vehicle or trailer. In some instances, but ONLY with prior approval, this *may* be an option.

DRIVER REQUIREMENTS: The Vehicle can only be driven by an authorized driver 25 years of age or older possessing a valid and identifiable driver's license. All drivers must be covered under the Renter'sinsurance and will be bound by the terms and conditions of this rental agreement.

BREACH OF AGREEMENT: You waive all recourse against us for any criminal reports or prosecutionsthat we take against you that arise out of your breach of this Agreement.

MODIFICATIONS: No terms of this Agreement can be waived or modified except by writing that Company has signed. If Renter wishes to extend the rental period, they must call Mike or Patty Kenefick @ 307-259-9512.

This Agreement constitutes the entire agreement between Company and Renter. All prior representations and agreements between Company and Renter regarding this rental are merged into thisAgreement.

RENTER:
Renter's Signature and date acknowledges and agrees with all terms of this contract.

Renter Signature _____ Date Signed _____

_____ **MY QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION**

_____ **I agree to return RV by _____ on _____. I understand that each additional hour that I am late, I will be billed at $25/hr. (Cost will be rounded up at the half hour. Example: 1.5 hours late will be billed at 2 hours.)**

Rental Agreement Continued

Renter's Name (print)	Renter's Name (print)
Address	Address
Phone	Phone
Driver's License Number	Driver's License Number
Signature and Date	Signature and Date

Insurance Information

Insurance Carrier	Return Security Deposit to:
Agent	Mailing Address (Street address)
Policy Number	Mailing Address (City, State, Zip)
Phone	

Odometer Miles at Departure:	At Return:
Fuel Level at Departure: Full	At Return:
Generator Hours at Departure:	At Return:

Business Address:

MOUNTAIN STATES RV RENTALS
216 E. 9TH ST.
CASPER, WY 82601
PHONE: 307-259-9512
EMAIL: INFO@MSRVRENTALS.COM
WEBSITE: MSRVRENTALS.COM