

MOUNTAIN STATES RV RENTALS AGREEMENT

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

Mountain States RV Rentals ("Company") and _____ ("Renter"). The parties agree 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:	NASH
Model:	OUTLANDER
Year:	2009
Vehicle Identification Number:	4N11C172090133896
License plate	1H8884

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 (except for ordinary wear). 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 when unit is picked up.

FEES:

Days rented @ \$..... Per day..... _____

Propane charge with every rental..... \$20.00

Extra miles @.34 per mile..... _____

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

Additional fees _____

Total anticipated rental fee _____

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

(A reservation fee of \$100.00 is required to reserve any RV in advance, and will go towards the damage deposit of \$500.)

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• 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 charge based 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, all in accordance with Wyoming Civil Code §1936.
- e) Cleaning cost 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, Cashiers Check.
- h) If a breakdown occurs, and repairs are needed, any repair under \$100.00 may be completed without 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.

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. 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 personal check or cashiers 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. Since Renter has auto liability insurance, 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.

RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for all damage to the Vehicle, missing equipment, and Company's administrative expenses connected with

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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, portable 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: Customer 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 and property damage liability coverage: B) Personal injury protection, no-fault, or similar coverage where required: C) Uninsured / under insured coverage where required, and D) Comprehensive and collision damage coverage extending to the rental vehicle. Renter's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. Customer must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico or Canada. Where permitted by law, customer

Rental Agreement Continued

By signing this agreement, you state that all listed drivers have acceptable driving records. Any breach of this agreement will void ANY insurance coverage.

FINES/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.

PERSONAL PROPERTY: Renter releases Company from all claims for loss of, or damages to, your personal 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 requirement will result in loss of Security Deposit plus cost of cleanup.

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. Depending on Renter's insurance, this could 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's insurance and will be bound by the terms and conditions of this rental agreement.

OCCUPANTS: Only the drivers listed below are allowed to operate the Vehicle. Please list all.

BREACH OF AGREEMENT: You waive all recourse against us for any criminal reports or prosecutions that 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 this Agreement.

PLEASE READ THE FOLLOWING AND CHECK IF YOU HAVE COMPLETED THIS:

I have watched the instructional video on the MSRVR website

My questions have been answered to my satisfaction

Rental Agreement Continued

RENTER:

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

Renter's Name (print)	Renter's Name (print)
Address	Address
Phone	Phone
Drivers License Number	Drivers License Number
Signature and Date	Signature and Date
Insurance Carrier	Insurance Carrier
Agent	Agent
Policy Number	Policy Number
Phone	Phone
Return Security Deposit to: _____	Return Security Deposit to: _____
Mailing Address: _____	Mailing Address: _____

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: MOUNTAINSTATESRVRENTALS@GMAIL.COM
WEBSITE: MOUNTAINSTATESRVRENTALS.COM

