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## Camping Trailer Rental Agreement

This Rental Agreement ("Agreement") is between Pinecrest Rentals, LLC and \_\_\_\_\_ ("Renter"). Renter is 25 years of age or older. (New customers: Please submit a copy of Driver's License as proof). Renter agrees to Terms and Conditions below. This signed Agreement must be submitted along with your NON- REFUNDABLE Reservation Deposit before your reservation is secured. We will contact you to confirm your reservation. Thank you!

### Terms & Conditions

**Definitions.** "Agreement" means all terms and conditions found in this form, and any attachments we provide and that you sign regarding your reservation/rental. "You" or "your" means any person(s) signing this Agreement and any person or entity to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We," "our" or "us" means Pinecrest Rentals, LLC. "Trailer" means the non-motorized camping trailer identified in this Agreement and all the vehicle's equipment, awnings, keys and vehicle documents. "Loss of Use" means the loss of our ability to use the Trailer for our purposes because of damage to it or loss of it during this rental including, without limitation, use for rent, display for rent and sale, or opportunity to rent, upgrade or sell. "Diminished Value" means the difference between the fair market value of the Trailer before damage and its value after repairs as determined by a third-party estimate obtained by us or on our behalf. "Charges" means the fees and charges that are incurred under this Agreement. "Rental Period" means the period between the time you take possession of the Trailer until the Trailer is either returned to or recovered by us. "Rental Location" means the place you direct us to deliver the Trailer for your use.

**Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At delivery, a staff member can show you the safe and proper use of the Trailer and its features. The Trailer will include an instruction booklet to explain operation of the Trailer and its features. The orientation process can take up to one (1) hour. There are no refunds for early departures. **The Trailer must be left without damage and the inside must be cleaned prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and countertops wiped).** Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit. If incorrect delivery information is submitted by you that results in us delivering your Trailer on the wrong date or to the wrong location, a minimum of \$100 will be deducted from your security deposit to cover our costs and time.

**Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location. You may not tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in loss of the Security Deposit and other damages sustained by us. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or 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 Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.**

**Campground Reservations.** We are not responsible for making campground reservations. When making reservations with your campground, be sure the lot you reserve can accommodate at least a 35' trailer. **No refunds will be given for campsite reservation errors.**

**Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss or theft of the Trailer, including damage caused by weather, acts of God or terrain conditions. Your responsibilities include (a) all physical damage to the Trailer; (b) Loss of Use; and (c) towing, storage and impound charges and other reasonable incidental and consequential damages. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

**Prohibited Uses.** The following acts are prohibited and are material breaches of this Agreement: (a) towing or moving the Trailer for any reason; (b) damaging the Trailer by your intentional, wanton, willful, reckless or negligent conduct; (c) walking on the roof of the Trailer; (d) not complying with campground rules, or applicable laws; (e) housing any animal (other than a service animal) in the Trailer without our written consent; (f) placing signs or lettering on the outside or inside of the Trailer; (g) failing to use the Trailer in compliance with all instructions and warnings provided by us; and (h) smoking in the Trailer. If the Trailer is returned with any smoking or pet odor or pet damage, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair. PROHIBITED USE OF THE TRAILER VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE.

**Insurance.** We provide comprehensive insurance on the Trailer with a deductible. You are responsible for the deductible amount if applicable. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: **(a)** report all damage to us and all accidents to us as soon as you discover them and complete our incident report form; and **(b)** provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Trailer. You are responsible for all damage to the Trailer that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Trailer. You are responsible for all damage or injury you cause to third parties.

**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.

**Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with enforcement of our rights under this Agreement. *Your personal information will otherwise be kept strictly confidential.*

**Personal Injury.** Except for gross negligence committed by us, you release us, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or emotional or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.

**Limited Supplies.** Our trailers come equipped with adequate fresh water, grey water holding tank capacity, black water holding tank capacity, and propane. We will not provide customers additional water, holding tank capacity, or propane during their rental period.

**Appliances.** The A/C, awning, radio, microwave, oven/stove, grill, TVs, etc., are convenience items. If any malfunctions occur with these items, **no compensation** will be made to you. For assistance, consult the informational material in the Trailer or contact us during your rental.

**Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rental 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 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.

**Attorney Fees.** In the event a dispute or enforcement arises regarding this Agreement, we shall be entitled to recover our reasonable attorney fees and costs, in addition to any other relief to which we are entitled.

**Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not 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 or refusal to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any civil or criminal actions initiated against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed under Michigan law, and you irrevocably and unconditionally consent and submit to the jurisdiction of the state courts of Ottawa County, Michigan or the federal courts of the Western District of Michigan.

**Refunds. No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.**

X \_\_\_\_\_  
(Signature acknowledges that Renter has read and agrees to all of the above Terms and Conditions.)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Check-in date: \_\_\_\_\_ Check-out date: \_\_\_\_\_

Campground: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Lot #: \_\_\_\_\_ # of adults \_\_\_\_\_ # of kids under 18: \_\_\_\_\_

Email: \_\_\_\_\_

Circle one: FULL HOOK-UP | WATER/ELECTRIC | ELECTRIC