

RV RENTAL AGREEMENT

Initials _____ 1. Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on this form, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us or at 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 the rental company named on this form. "Authorized Driver" means the renter and any additional driver(s) listed by us on this Agreement, provided that person has a valid driver's license and, is at least age 25. "Camper" means the travel trailer or motor home identified in this Agreement and any camper we substitute for it, and all its tires, tools, accessories, equipment, keys and Camper documents.

Initials _____ 2. Rental, Indemnity and Warranties. This is a contract for the rental of the Camper. We may repossess the Camper at your expense without notice to you, if the Camper is abandoned or used in violation of law or this Agreement. Volkert Sales LLC is not responsible for inconvenience, delay or extra traveling costs due to breakdown. Please notify Volkert Sales LLC if a major breakdown occurs. Radio, air conditioning, refrigerator, water heater, and furnace malfunctions are not considered breakdowns and no refunds are available for repair to these items. **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.**

Initials _____ 3. Condition and Return of Camper. You must return the Camper to our rental office on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Camper is returned after closing hours, **you remain** responsible for the safety of and any damage to the Camper until we inspect it upon our next opening for business. Service to the Camper or replacement of parts or accessories during the rental must have our prior approval.

Initials _____ 4. Responsibility for Damage. Renter is responsible for all damage and will pay Volkert Sales LLC on demand for all missing equipment, loss or damage to the Camper regardless of whether or not Renter is at fault. If Renter violates any of the terms or conditions of this Rental Agreement or fails to call the police to the scene of a collision loss, Renter will be responsible for the full amount of damages. You must report all accidents involving the Camper to us within 24 hours of occurrence.

Initials _____ 5. Prohibited Uses. The following uses of the Camper are prohibited and constitute a breach of this Agreement. The Camper 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 Camper, 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 or for compensation; f) **to push or tow anything**; g) in any race or speed contest; h) to carry dangerous, hazardous, or illegal materials; I) travel outside the United States; j) when loaded beyond its capacity as determined by the manufacturer of the Camper; k) on an unpaved surface except at an RV campground; l) to transport more persons than the Camper 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 Camper 's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Camper would damage it; p) with inadequately secured cargo; q) to transport an animal; r) after an accident involving the Camper without first reporting the accident to the police and to us; s) driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use; t) you agree to not sit, stand or lie on the roof of the Camper.

Initials _____ 6. Insurance. Customer agrees to maintain Automobile Insurance during the term of this rental agreement, the following primary coverage: A) Personal injury protection, no-fault, or similar coverage where required: B) The customer is providing liability insurance that extends from the vehicle to the travel trailer..

Initials _____ 7. Charges. You will pay us for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period you keep the Camper, applicable taxes; b) traffic, parking and toll violations, citations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Camper assessed against us or the Camper ; c) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; f) a fee to clean the Camper, \$75.00 if returned substantially less clean than when rented; d) **NO PETS OR SMOKING** if evidence of pets or smoking is found, you will be charged the full security deposit and extra if needed, to clean and get rid of allergens.

Initials _____ 8. Deposit. We may use your security deposit to pay any amounts owed to us under this Agreement.

Initials _____ 9. Your Property. You release us and Volkert Sales LLC 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 Camper 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.

Initials _____ 10. 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.

Initials _____ 11. Modifications. No term of this Agreement can be waived or modified except by writing that we have signed. If you wish to extend the rental period, please call us to see if the Camper is open to rent for a longer time. The extra days will be charged to your credit card on file. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

Initials _____ 12. WINTERIZATION .Each camper has to be winterized from November to April (period may vary depending on the weather and temperatures) to prevent freezing. This will include the water pipes, toilet, fresh water tanks, sink, shower, external shower, hot water heater and holding tanks. Winterization requires that water be drained from the fresh water tank, hot water heater and both waste tanks. Once the vehicle is winterized, no water can be put into the fresh water tank and it cannot be hooked up to the city water supply any longer. Therefore, no water at all is available in the camper. It is the renter's responsibility to have the vehicle re-winterized on the return trip at his/her own expense (if de-winterized for a trip to an area with warmer temperatures). If the renter fails to do so, he /she will be charged a fee, regardless of the outside temperatures! The renter will also be responsible for the cost of burst water pipes, water tanks, hot water system, etc.

Initials _____ 13. Miscellaneous. 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, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental. If the Camper is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Camper is inoperable. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Initials _____ 14. Waste Water Tanks. The unit will be returned with empty waste water tanks and the fresh water tank, if the unit is returned with fluid in the tanks the renter will be assessed \$50.00 to dump the waste water tanks.

Initials _____ 15 Rental costs

Rental costs for 2020 Campers are as follows

\$110.00 per day rental, Eight day free when renting for seven days, minimum three day rental period.

Required weight distributing hitch cost is \$50.00 per rental period.

Deposit required \$250.00

Cleaning fee if camper is not returned in clean condition, \$75.00

Waste water tank dump fee \$50.00

Delivery and setup, is on a case by case basis

Date _____

Renter's signature _____

2nd Renter's signature _____

Authorized Drivers

1. Name (print) _____

Signature _____

2. Name (print) _____

Signature _____

3. Name (print) _____

Signature _____

4. Name (print) _____

Signature _____

Volkert Sales LLC 1115 4th Ave S. Denison Iowa 51442

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 towable liability auto insurance in their name and Renter must complete this Agreement and agree to all Volkert Sales LC Terms and Conditions listed below.

Last: _____ **First:** _____ **Camper**

Address: _____ **City:** _____ **State:**

_____ **Zip:** _____

Home # _____ **Mobile#** _____

Email Address: _____ **Previous renter? YES / NO (circle one)**

Rental Period Start Date

_____/_____/2020

Check-in Time – 8:00a.m. – 5:00 p.m. Appointment Time _____

Rental Period End Date

_____/_____/2020

Check-back Time – before or on 2:00 p.m.

Security Deposit; A \$250.00 security deposit is required for each rental. This security deposit covers the cost, in the event there are missing or damaged items inside or damages to the outside of the camper during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camper may be charged to your credit card that we have on file. The security deposit may also be used to pay any money owed to Volkert Sales LLC under this Agreement.

Phone 712-263-8990

Fax 712-263-8997

volkertsales@gmail.com

The security deposit is refundable, except for deductions prescribed for in the Agreement, with in 7 business days after the Rental Period End Date. This refund will be credited to the credit card on file.

Reservations; A reservation deposit of \$250.00 will hold your date and camper. This amount is due when the reservation is made. This amount will be deducted from the total rental amount due.

CANCELLATION POLICY: Any cancellations made within 21 days of arrival will forfeit your reservation deposit. Any cancellations made within 22 to 44 days of arrival will be refund 1/2 of their deposit to the credit card on file. Additionally, cancellation of reservations 45 days or more will receive full refund of deposit. No refunds will be given for cancellation or interruption that occurs due to inclement weather. NO refund will be given if reservation deposit is made from CHECK or CASH.

I authorize Volkert Sales LLC to charge my credit card for reservation fee, rental amounts or any damage fees that I have accrued during my rental period.

We accept MC / VISA / DISCOVER

Credit Card Number: _____

Expiration Date: _____ **Security Code:** _____

(Name on credit card must match name of Renter)

Print _____

Signature X _____

Date: _____

Signature acknowledges Renter has read and agrees with Volkert Sales LLC Agreement.

Most importantly - if we could have or should have done something we didn't - please let us know. We want your rental vacation to be fun and (mostly) carefree.

So enjoy and let us know how much fun you had.

REMEMBER...YOU ARE RENTING A CAMPER THAT SOMEONE ELSE WANTS TO ENJOY. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.