

NEWFOUNDLAND RV RENTALS

276 Balbo Drive, Clarenville NL A5A4B3

Tel (709) 466-3313 Fax (709) 466-7032

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 valid driver's license, Renter must have full coverage auto insurance in their name and Renter must complete this Agreement and agree to all Newfoundland RV Rental Terms and Conditions attached below.

Last : _____ First : _____

Address : _____ City : _____ Prov / State : _____ Postal Code/Zip: _____

Home # _____ Cell # _____ Driver's License # _____

Birth Date : _____

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

Rental Period Start Date ____/____/____ Check-in Time - 2:00 - 5:00 p.m.	Rental Period End Date ____/____/____ Check-out Time - 12:00 p.m.	Trailer/RV Rented Model: _____ Year: _____ VIN: _____
<p>Security Deposit. Fifty percent of the total booking cost is due upon booking. The deposit is fully refundable. If cancelled before 30 days of the first day of the reservation. The remaining 50% is due when you take possession of the Trailer/RV. A \$500.00 pre-authorization will be required on a valid credit card at the time of taking possession of the Trailer/RV.</p> <p>Total Rental Amount (including taxes and fees) is \$ _____</p>		

I would like to reserve/rent a camping Trailer/RV from Newfoundland RV Rentals. I understand that Newfoundland RV Rentals must approve the Agreement before a reservation can be confirmed. If approved, I authorize Newfoundland RV Rentals to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Newfoundland RV Rentals have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 30 day prior to the Rental Period Start Date, I will be charged a \$100 cancellation fee. If I cancel the reservation less than 30 days prior to the Rental Period Start Date, the total deposit will be non-refundable. If Newfoundland RV Rentals cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days.

Credit Card Number: _____ Expiration Date: _____ Security Code: _____

(Name on the credit card must match name of Renter)

Signature X _____ Date: _____

(Signature acknowledges Renter has read and agrees with Newfoundland RV Rentals Terms and conditions attached below)

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**TERMS AND CONDITIONS
SIGN AND RETURN WITH 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 its 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 81633 Newfoundland and Labrador Limited doing business as Newfoundland RV Rentals. "Trailer" means the non-motorized camping Trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer 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 Trailer until it is repairs or replaced, times the daily rental rate.

Initials _____

2. Rental, Indemnity, and Warranties. This is a contract for the temporary use of the Trailer/RV as noted above. You agree to indemnify us, defend us and hold us harmless from all claims, liabilities, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer/RV. We make no warranties, express, implied or apparent, regarding the Trailer/RV, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.

Initials _____

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.

Initials _____

4. Check In. Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at (709) 427-7095 on the Rental Period Start Date to check in with our office and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis.

5. Delivery / Set up / Pick up. If set up and delivery was a part of your booking, we will deliver and set up the Trailer/RV at the Rental Location on the Rental Period Start Date and pick up the Trailer/RV upon completion of your Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the Trailer/RV and it's features. Additionally, the orientation will provide a summary of prohibited use of the Trailer/RV. The Trailer/RV will include instruction booklets which will explain the operation of the Trailer and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean 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 an additional charge of \$100.00 that will be charged to your credit card. If necessary, additional charges may be made to your credit card. If incorrect delivery information is submitted through the reservation request form that results in Newfoundland RV Rentals delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be charged to your credit card to cover travel costs and time spent.

6. Valid Driver's License. An acceptable, valid driver's license from your country of residence must be present at the time of rental. The driver's license must be valid for the entire rental period

7. Acceptable Forms of Payment. Payment for the rental may be made by cash, cashiers check, debit card with either the Visa or Mastercard logo, or credit card with either the Visa, Mastercard or American Express logo. If using a debit or credit card, you must present the card at the time of rental, along with a current driver's license or other form of identification that we find acceptable. We will accept personal cheques for the first half of payment only and as long as the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned cheques.

Initials _____

8. Prohibited Uses. The following acts(including but not limited to) 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 Trailer/RV without legal process, and/or legal action: a) accessing or walking on the roof of the Trailer/RV; and b) not complying with all Provincial or federal laws.

Initials _____

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 Trailer/RV or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

- Initials ____ 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 use of the TrailerRV, our negligence, or was otherwise our responsibility.
- Initials ____ 11. **Smoking.** There is **No Smoking** in any of the Trailers/RV's. If the Trailer/RV is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning, and/or repair.
- Initials ____ 12. **Pet Policy:** No pets are allowed in any of our Trailers/RV's.
- Initials ____ 13. **Limited Supplies.** Most Trailers/RV's come equipped with oversized tanks - approximately ninety (90) gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity, thirty (30) pounds of propane, and two (2) full charged 12 volt batteries. Some Trailers have standard water and holding tanks. 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, or batteries during their rental period.
- Initials ____ 14 **Mileage:** Unlimited mileage is included in the rental price. Travel is strictly prohibited off the island of Newfoundland without express written permission by Newfoundland RV Rentals.
15. **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 instance, you are advised to consult the informational material in the Trailer/RV or contact Newfoundland RV Rentals at 709-427-7095.
- Initials ____ 16. **Renter Damage/Insurance.** The Renter, and any approved drivers, must operate the vehicle in a safe and legal manner. NL RV Rentals insurance covers the Renter for any accidental events. Any damage caused by neglect is the responsibility of the Renter. **Please note our insurance carries a 2000.00 deductible which the Renter is responsible for.** If an accident occurs, you are responsible for obtaining a police report, obtaining the other party's insurance information and contacting us immediately at (709) 427-7095. If you are renting a travel trailer that you will tow with your own vehicle, you are required to have liability insurance from your own personal policy.
- Initials ____ 17. **Tires.** NL RV Rentals will reimburse customer for any repairable tire damage. If a tire has been damaged beyond repair, the Renter will be responsible for the cost of replacing the tire.
- Initials ____ 18. **Roadside Assistance.** NL RV Rentals will provide an emergency 24 hour number. However, we do not have Roadside assistance. We strongly recommend you contact your own provider to ensure you are covered with this rental. In the event you do not have Roadside Assistance, NL RV Rentals will do everything we can to get you back on the road again.
- Initials ____ 19. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rental cost 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 departure. 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.
20. **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.
21. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the Province of Newfoundland and Labrador without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the Provincial Court for any reason action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the courts of Newfoundland and Labrador.
22. **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.
23. **Attorney's Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.
24. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer/RV, and superseded 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.
- Initials ____ 26. **Refunds. No refunds will be given for any reason, including but not limited to, bad weather, no shows, late arrivals, or early departures unless NL RV Rentals is at fault. In the unlikely event that you aren't able to complete your rental period because of any fault of NL RV Rentals, we will refund the unused portion of your rental period only.**

X _____ Date: _____

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