



## TRAILER RENTAL AGREEMENT SHORT TERM

In consideration of the covenants, promises, representations and undertakings as contained herein, Big Moose RV Sales Corporation (the “Rentor”) does rent to the undersigned (the “Rentee”) the trailer rental unit (the “Unit”) described herein, subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Rentee agrees said Unit will not be occupied by a greater number of occupants than as shown on the APPLICATION AND AUTHORIZATION FOR RESERVATION attached to the Agreement..
2. Rentee agrees to pay for overtime at the rate posted if Unit is not vacated as agreed. Extension of the said agreement may or may not be available and must be approved in writing by the Rentor.
3. Rentee accepts responsibility for the care, custody, and operation of the Unit; acknowledges receiving a copy of this Agreement and accepts the conditions contained in the Agreement.
4. The Unit remains the property of the Rentor and failure to vacate it on the agreed date may subject the Rentee to legal action, penalties, and additional charges.
5. The Rentee acknowledges he/she will periodically examine the equipment and maintain it in a safe, dependable condition while in his/her custody; that if any defect is discovered after its acceptance, that he/she will immediately obtain instructions from the Rentor; no repairs are to be made without Rentor's permission and Rentee's continued use of the Unit, until repaired, will be at his own risk and thus he/she assumes the liability for injury and damage to third persons. Calls regarding repairs to the Unit must be made during normal working hours as posted in the office. Rentee agrees not to use, or permit the use, of the property for an unlawful purpose.
6. Rentee acknowledges his/her responsibility and will hold Rentor harmless from any and all fines, forfeitures and penalties arising out of any violation of law or ordinance; that Rentor shall not be held liable for damages, inconvenience or time lost caused by accident or malfunctioning of the Unit. Rentee further agrees to hold the Rentor harmless should damages occur to any of Rentee's personal property including loss or damages caused by fire, water or theft. Rentee further agrees to indemnify and hold harmless the Rentor from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said Unit.
7. Rentee shall indemnify and hold harmless Rentor from any and all claims, costs and damages to the Unit and related equipment, including any loss of use to the Rentor of the Unit, arising from the operation, maintenance and use of the Unit during the terms of this lease.
8. Rentee acknowledges that Rentor does not provide any liability insurance covering the Unit or Rentee’s maintenance or use of same.
9. Cash deposit (as provided in the statement of charges) shall be retained by Rentor as partial compensation for failing to return said Unit in as good condition as received and for reimbursement of articles damaged, broken or missing. The established minimum charge for cleaning will be no less than \$25.00.

10. In the event the Unit is stolen while in possession of the Rentee, the Rentee shall immediately report the theft to the local police authorities and notify the Rentor; the Rentee assumes the burden of firmly establishing its loss and to return the keys to the Rentor. All units will have a locking coupler on the tongue, preventing the unit from being towed.
11. Rentee agrees to return the property to the Rentor including all equipment, in the same condition as received.
12. Rentor's ability to provide the Unit, if reserved, is contingent upon and subject to the return of the Unit by the previous Rentee, or due to other causes beyond Rentor's control.
13. It is expressly agreed that Rentee is not the agent, servant or employee of the Rentor in any manner, whatsoever. It is further agreed all rights and liabilities arising out of this contract shall be determined by the laws of the State of the Rentor's business location.
14. Rentee expressly agrees to indemnify and hold Rentor harmless of, from, and against any and all loss, costs, damages, attorney's fees and/or liability in connection with the enforcing of the foregoing contract by Rentor, including among other things expenses incurred in collecting or attempting to collect delinquent rent, and in the event suit is instituted by Rentor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof, Rentee agrees to pay all costs and reasonable attorney's fees of Rentor incurred in connection therewith.
15. Rentee acknowledges that he/she enters into this contract with full understanding of all terms and conditions. This agreement contains the entire understanding between the parties hereto and no other representations or inducements, verbal or written, has been made which is not set forth herein.

## **Other Terms and Conditions**

**Deposit and Payment:** A reservation made more than 30 days in advance requires a 50% non-refundable payment deposit. 14 days prior to the rental date the remaining balance is due. All payments made are non-refundable. Credit card payments will automatically be charged to the credit card the amount due on the payment due date. Reservations less than 30 days requires payment in full.

**Methods of Payment:** The Rentor will accept cash, money order, cashier's checks, Visa and MasterCard. Personal check will be accepted only on advanced reservations and must be received no less than 14 days prior to rental date. Personal check for any remaining balances will not be accepted within 14 days of rental date. A \$25 fee will be charged for each returned check.

**Security Deposit:** The Rentor requires a \$300 minimum security deposit to be secured by a credit card on each Unit. This security deposit is applied towards costs in the unfortunate event that:  
There is damage done to the inside or outside of the trailer during your stay  
Items are missing from the trailer, including but not limited to any Additional Rental Options  
The trailer is left unclean upon check-out (*This list is not all-inclusive and charges may exceed the deposit.*)

**Cancellation Policy:** Please call our office immediately if you need to cancel your reservation. All cancellations must be made 30 days prior to your scheduled rental date or the 50% that is due will be charged and is non-refundable. If for ANY reason your reservation is canceled on or after 7 days prior to your check-in date or you fail to arrive on your scheduled check-in date, you will be charged 100% of the total amount of your intended stay.

**Refund Policy:** The Rentor will not give refunds for any reason. If you need to adjust your reservation date, you must call our office at least 30 days prior to your arrival date and we will re-schedule your reservation.

**Responsibilities:** Rentee is responsible for keeping the Unit at its original location of drop-off. If it is moved, appropriate legal action may result. Rentee is also responsible for leaving the Unit cleaned upon check-out. Note that RV toilet paper is provided and should be used for proper care and maintenance of the sewer system.

**Other Charges:** Charges may apply for cleaning, missing items, broken items, vandalism or any excessive wear and tear. All Units are non-smoking trailers. Absolutely no exceptions. Appropriate fees will apply for any evidence of smoking in the trailer.

**Pets:** Please do not leave pets unattended in the Unit. Do not allow pets on the couches and beds. Additional cleaning fees may apply.

**Disclaimer:** The Rentor reserves the right to change prices and/or Terms & Conditions without notice. The Rentor reserves the right to refuse service to anyone and will not be responsible for accidents or injury to its customers.

**Attorneys' Fees:** In the event arbitration or litigation is necessary to enforce any of the provisions of this Agreement, the Rentor shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred in connection therewith.

I have read and understand the terms and conditions of this Agreement and the APPLICATION AND AUTHORIZATION FOR RESERVATION. I understand that all other materials I am given during the rental are part of this contract. I understand that I am responsible for the maintenance of the Unit and for vacating the Unit in the same condition as at the date and time it was occupied. I am at least 21 years of age and understand that my identification will be verified by a valid photo id. I agree to pay \$250 per day, or any portion thereof, for any trailer not vacated as of the check-out date and time.

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

**Rentor**  
**Big Moose RV Sales Corporation**

By: \_\_\_\_\_  
**Duly authorized**

**Rentee**

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
**Signature**

**APPLICATION AND AUTHORIZATION FOR RESERVATION**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**RENTAL DATES AND SITE LOCATION:**

**Check-In Check-Out**

Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Time: \_\_\_\_\_ Time: \_\_\_\_\_  
Name of Location: \_\_\_\_\_ Site Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**OCCUPANTS:**

Number of Adults: \_\_\_\_\_  
Number of Children: \_\_\_\_\_  
Pets: \_\_\_\_\_

**ESTIMATED CHARGES:**

Base Rental Cost\* \$ \_\_\_\_\_  
Additional \_\_\_\_\_ \$ \_\_\_\_\_  
Add'l Rental Options \$ \_\_\_\_\_  
Estimated Total \$ \_\_\_\_\_

**PAYMENT DUE DATES:**

50% deposit of \$ \_\_\_\_\_ paid on \_\_\_\_\_  
Balance of \$ \_\_\_\_\_ plus \$300 security deposit = total of \$ \_\_\_\_\_ paid on \_\_\_\_\_

**Credit Card Authorization:**

Name as it appears on card: \_\_\_\_\_  
Billing address: \_\_\_\_\_  
\_\_\_\_ MC \_\_\_\_ Visa Card Number: \_\_\_\_\_  
Expiration date: \_\_\_\_\_ Security Code: \_\_\_\_\_

***THE UNDERSIGNED AUTHORIZES RENTOR TO CHARGE TO THE ABOVE CREDIT CARD ALL AMOUNTS REQUIRED UNDER THE AGREEMENT.***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_