ON SITE TRAILER RENTAL AGREEMENT 2011

This Rental Agreement is between Lake Champagne Campground, Inc., located at 53 Lake Champagne Drive in Randolph Center, VT, Lessor, and _______,

		DESCRIPTION OF RE	ENITAL LINIT
I aggae's ware		DESCRIPTION OF RE	ZINIAL UINII
Lessee's name		TYPE- 5 th Wheel camper	
Street Address		BRAND- Glendale Titanium	
City		MODEL- 26E31DS	
State Zip Code		SERIAL #- 2GRFW26T04S046721	
Phone # Cell			
Home #		TERM OF LEASE	
e-mail		TERM OF LEASE	
		_	
CHARGES		Arrive date	After 3:00 PM
Number of nights at \$125.00 \$		Depart date	Before 1:00 PM
Number of weeks at \$750.00	\$		
Sub total	\$		
State tax at 9%	\$		
Total	\$	1 ' ' '	AND UNDERSTAND
Less rental deposit \$400.00 per wk. \$65.00 per day, periods less than a wk.	\$	THESE TERMS ON BOTH PAGES AND AGREE HERETO	
Amount Due for rental	\$	LESSOR: Lake Champagne Campground, Inc.	
Cleaning deposit	\$ 65.00	BY	
Security deposit	\$ <u>200.00</u>	LESSEE	
GRAND TOTAL DUE \$		LESSEE	
Paid by Check Credit card		Dete	
If the camping unit is left clean with no damage the amount refunded will be \$240.00		Date	
A thirty day notice of cancellation is necessary for a refund of		To be filled in by Lake Champagne	
vour deposit.		Deposit made on Date	
		Deposit made on Date Deposit amount of \$ Refund Amount \$	
		Refund Made Date	

THE LEASE ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

- 1. Use of the term "Lessee" in this contract shall include any and all individuals identified as "Lessee" on the other side of this page.
- 2. As used in this contract "Lake Champagne Campground" means Lake Champagne Campground, Inc., which is located in Randolph Center, Vermont, and which is the Lessor herein.
- 3. The camping unit identified on the other side of this page has been rented to the Lessee for Lessee's beneficial use. Lessee acknowledges full responsible for the care and condition of the unit.
- 4. The rental unit remains the property of Lake Champagne Campground, Inc. Failure to return the unit on the agreed date may subject the Lessee to criminal penalties and civil liability under Vermont law.
- 5. Lessee acknowledges that Lessee has carefully examined the unit and finds it suitable for the purpose for which it is leased; that if any defect is discovered after its acceptance, that Lessee will immediately obtain instructions from a staff person at the Lake Champagne Campground; that no repairs are to be made without permission of Lake Champagne Campground, and that Lessee's continued use of the unit will be at Lessee's own risk and thus Lessee assumes the liabilities of injury and damage to any third person. Calls by the Lessee regarding repairs to the unit must be made during normal working hours as posted in the Lake Champagne Campground office.
- 6. Lessee acknowledges Lessee's responsibility as bailee of the unit, and will hold Lake Champagne Campground harmless from fines, forfeitures and penalties arising out of any violation of law by Lessee.
- 7. Lessee agrees that neither Lake Champagne Campground nor its staff shall be held liable for damages, inconvenience or time lost due to breakdown or malfunctioning of the unit. Lessee further agrees to hold Lake Champagne Campground and it staff harmless should damages occur to any of Lessee's personal property while carried in or on the unit, including loss or damage caused by fire, water, or theft. Lessee further agrees to indemnify and hold harmless Lake Champagne Campground and its staff 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.
- 8. Cash security deposit shall be retained by Lake Champagne Campground as partial compensation for the failure to return the unit in as good condition as on the day Lessee took possession of the unit, and for reimbursement of parts of or articles within the unit that are damaged, broken or missing. Lessee understands that the established minimum charge for cleaning the unit will be \$25.00.
- 9. Lessee understands that no pets are allowed, and will not bring pets with them or allow others to bring pets to or in the camping unit.
- 10. Lessee understands that the maximum occupancy of the unit is two, adults only.
- 11. Lessee understands that this is a non-smoking unit, and will be rented to <u>non</u> smokers only. Lessee agrees not to allow visitors to smoke while in or around the camping unit. Lessee further understands that a minimum cleaning fee of \$300.00 will be charged by Lake Champagne Campground if the unit is returned smelling of smoke.
- 12. It is expressly agreed that Lessee is not the agent, servant or employee of Lake Champagne Campground in any manner whatsoever. It is further agreed all rights and liabilities arising out of this contract shall be determined by the laws of Vermont.
- 13. Lessee expressly agrees to indemnify and hold harmless of, from, and against any and all loss, costs, damages, attorneys fees and/or liability in connection with the enforcement of this contract by Lake Champagne Campground. In the event that legal action is instituted by Lake Champagne Campground to recover possession of the unit, and/or to enforce any of the terms, conditions and/or provisions of this contract, and/or to collect delinquent rent, Lessee agrees to pay all costs and reasonable attorneys' fees incurred by Lake Champagne Campground in connection therewith. Lessee agrees that jurisdiction and venue of any action hereunder is in the Orange County Superior Court, located in Chelsea, Vermont.
- 14. The Lessee represents and warrants that he/she is a person of lawful and responsible age.
- 15. Lessee understands and agrees that staff members of the Lake Champagne Campground may enter into or retake possession of the unit for the purpose of enforcing the rights of Lake Champagne Campground under this contract. Lessee hereby waives any right of action against Lake Champagne Campground and its staff by reason of such retaking or entry.
- 16. Lessee acknowledges that Lessee enters into this contract with full understanding of all terms and conditions. And that this agreement represents the entire agreement between Lessee and Lake Champagne Campground and that no other representations or inducements, verbal or written, have been made which are not set forth herein.

Lessee's Initials	Date
Lessee's miliais	Date