## **RENTAL AGREEMENT**



## <u>www.keywestrvrentals.com</u> PHYSICAL ADDRESS : 7000 OVERSEAS HWY MARATHON, FL 33050, MAILING ADDRESS: 5409 OVERSEAS UNIT 610 HWY MARATHON, FL 33050

Your First and Last name :

Your address:

Phone number:

Drivers License or State ID number:

Trailer Year/Make/Model

Where does it need to be delivered?:

Rental start date: Rental end date:

Price for that time period:

Reservation Number from website: Internal Reservation number :

Your initial payment of \$250.00 to hold the camper for you will be deducted from your balance. Your card on file will be charged about 7 days before delivery.

## NO SELF TOWING IS ALLOWED . WE WILL DELIVER AND SET UP CAMPER FOR YOU

- 1. This is a contract for temporary use of the trailer at the rental location noted above. Trailer can not be moved or towed.
- 2. Locks might be placed on either wheel or coupler or both and can not be removed. \$300 penalty will apply for removing locks and the trailer will be repossessed due to violation of this agreement.
- 3. You agree to indemnify us, defend us and hold us harmless from all claims and your use of the trailer.
- 4. We are not responsible for your campground reservations. All campground reservations must be made separately. All campgrounds and campsite fees are separate from and in addition to the rental prices and fees under this agreement. No refunds will be given for campsite reservation errors or issues.
- 5. We will deliver and set up a trailer at the rental location on the rental period start date and pick up the trailer upon completion of your rental period. At the time of delivery one of our staff members will provide you with orientation to show you the safe and proper use of the trailer or instructional videos will be provided.
- 6. Prohibited Uses. The following acts 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 without legal process, and/or legal action: a) the unauthorized towing, moving or prohibited use of the trailer ; b) accessing or walking on the roof of the trailer c) non payment and d)and not complying with all campground and our Rules and Regulations, or State or Federal Laws.
- 7. Personal property. You release us, our agents and employees from all claims for loss of, or damage to your property or that of any other person's personal property, that was left or carried inside the rented trailer.
- 8. Personal Injury. You release us , our agents and employees from all claims for injury, including without limitation, personal, bodily, or mental injury , economic looser damage to you, guests, unborn children, or relatives, whatever or not the injury was caused by use of the trailer, our negligence, or was otherwise our responsibility.
- 9. Smoking. There is no smoking in any of the trailers. Never smoke and/or use any tobacco products ( including smokeless tobacco , vaping or dip or open flames) inside of RVat any time. No candles and/or Incense.
- 10. Pet Policy. Pets are permitted ( max 2 dogs or cats). Security deposit might be required.
- 11. Awning, awning lights , radio, microwave, television, dvd, cables and propane are all convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. However we do provide technical assistance if any issue occurs during your rental period. In most cases issues are due to user error or simple lack of knowledge with the trailer and its equipment.
- 12. Propane tanks are delivered as is but we will replace them for you when needed unless you rent on a monthly basis - you are responsible for refilling them. Please do not use an exchange tank service. Our tanks are brand new and only can be REFILLED, NOT exchanged. . If you do so - you will be responsible for the value of the new propane tank. Any questions or issues listed above - please call 305-505-3244

- 13. Renter Damage. If the trailer and/or the contents in the trailer are damaged during your rental period, you are responsible to pay all damage costs wherever you are at fault or not. This includes damage caused by acts of nature ( wind, rain, earthquake, fire, flood etc) If an accident occurs, you are responsible for obtaining a police report , contacting the other party's insurance company and contacting us immediately at 305-505-3244.
- 14. Failure to enforce any of our rights under this Agreement or based on the law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such a waiver is in writing and signed by all involved parties.
- **15.** If any provision of this agreement is judicially determined to be valid, void, or unenforceable, the remaining provisions shall remain in full force and effect.
- 16. 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.
- 17. Modifications. No terms of this agreement can be waived or modified except by a writing that we have signed the entire Agreement. This Agreement constitutes the entire agreement between parties regarding the rental of the trailer, and supersedes 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.
- 18. No eating food or drinks in bedrooms for any reason ( help prevent insects). Please use tables provided.
- 19. All persons acknowledge and agree they are guests in this trailer NOT RESIDENT of the trailer and their stay is a privilege and implies no resident status under circumstances and or interpretation by anyone.

Signature of the Renter:

Signature - Matthew Holowinski - President of Key West RV Rentals