

Rouging It Smoothly
Travel -Trailer Reservation Contract

Name: _____

Address: _____

Phone: _____ Cell Phone: _____

Driver's License #: _____ State: _____ Expiration Date: _____

Dates Requested _____

Where being set up _____ Campground Tele # _____

Campsite # _____ How many people? _____

Employer: _____ Work #: _____

Address: _____

Position: _____

Emergency Contact: _____ Phone: _____

Please list two personal References:

Name: _____ Phone _____

Name: _____ Phone: _____

Terms:

Weekly Rental: *Deluxe* \$450.00 *Luxury* \$550.00 \$ _____

\$75 for each additional day ____ days = \$ _____

Oneida County Sales Tax 9.5% \$ _____

Delivery/set up fee \$ _____

Security Deposit: \$300 \$ (300.00)

(Reimbursed within 1 week after camper is returned and walk through is found satisfactory)

Total amount due at departure: \$ rental + \$300 security

Note: A \$100.00 non-refundable reservation fee per week is required to secure dates requested. This amount is applied toward the final balance. Oneida County Sales Tax will be applied to rental balance.

I have reviewed all of the information and find it to be correct and agreeable to me. I have read the contract and agree to all conditions stipulated.

Customer Signature: _____ Date _____

Owner's Signature: _____ Date _____

Rouging It Smoothly
TOWABLE RENTAL AGREEMENT TERMS AND CONDITIONS
(NYS Edition)

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 at its or 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 business renting the towed vehicle to you. "Authorized Driver" means you and any additional driver approved and listed by us on this Agreement. "Vehicle" means the non-motorized towed recreational vehicle identified in this Agreement and any vehicle we substitute for it. "Loss of use" means the loss of our right to use the Vehicle 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 vehicle until it is repaired or replaced times the daily rental rate.
2. **Rental, Indemnity and Warranties:** This is a contract for rental of the vehicle. We may repossess the vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this Agreement. 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 vehicle. We make no warranties, express, implied or apparent regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.
3. **Conditions and return of Vehicle:** You must return the vehicle to our rental office or location we specify on the date and time specified in this Agreement and in the same condition that you received it. If the vehicle is returned after closing hours, you remain responsible for the safety of and any damage to, the vehicle until we inspect it upon our next opening for business. Service to the vehicle or replacement of parts of accessories during the rental must have our prior approval.
4. **Responsibility for damage or loss: Reporting to Police:** You are responsible for all damage to, or loss or theft of, the vehicle, which includes the cost of repair of the actual retail cash value of the vehicle if it is not repairable or if we elect not to repair it, loss of use, diminished value of the vehicle caused by damage to it or repair of it, missing equipment. You must report all accidents involving the vehicle to us and the police within 24 hours of occurrence.
5. **Prohibited Uses:** The following acts or uses of the vehicle are prohibited; (a) towing the vehicle (i) by anyone who is not an Authorized driver or by anyone whose driving license is suspended in any jurisdiction (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the vehicle or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal material; (viii) outside the United State or Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the vehicle; (xiii) in a manner that causes damage to the vehicle due to inadequately secured cargo; (xvi) on unpaved roads; or, (b) failing to summon the police to any accident involving the vehicle that caused personal injury or property damage; (c) damaging the vehicle by your intentional, wanton, willful or reckless conduct; (d) damaging the vehicle by an animal transported in the vehicle; (e) damaging the vehicle by sitting, standing or lying on the roof of the vehicle; (f) damaging the vehicle by placing tire chains, signs, lettering or painting on the outside (or inside) of the vehicle; (g) damaging the vehicle by placing loudspeakers or other sound equipment on the exterior of the vehicle.
6. **Insurance:** We provide collision and comprehensive insurance on the vehicle. We do not provide liability insurance coverage on the vehicle. You must provide liability insurance coverage on the towed vehicle through your personal auto policy covering your towing vehicle.
7. **Charges:** You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time for all the period during which you kept the vehicle, (b) charges for additional drivers; (c) charges for the optional services; (d) applicable taxes; (e) all traffic, toll, or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the vehicle assessed against us or the vehicle, unless these expenses are our fault. (g) \$100, plus \$5/mile for every mile between the renting location and the place where the vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur, (h) all costs, including pre-and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this agreement; (i) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason, and (k) a reasonable fee not to exceed \$300 to clean the Vehicle if returned less clean than when rented; (l) a dumping fee of \$30 if the vehicle's waste or holding tanks have not been drained (valves open, caps off) by you prior to return of the vehicle. We will not refund any of the time of mileage charges if you return the vehicle earlier than the date or time due in.
8. **Deposit:** We may use your deposit to pay any monies owed to us under this agreement.
9. **Your 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 we received, handled or stored, or that was left or carried in or on the vehicle 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.
10. **Modifications:** No term of this agreement can be waived or modified except by a writing that we have signed. 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. 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. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void of unenforceable, the remaining provisions are valid and enforceable.

(Please sign and date above)

<http://www.roughingitsmoothlyrvrentals.com>

Roughing It Smoothly
Travel -Trailer Reservation Contract

I, _____, hereby known as lessee, agree to abide by the following conditions in regards to renting the travel-trailer from Roughing It Smoothly RV Rentals. I understand that by signing this contract I am responsible for adhering to these conditions and that in the event they are not, I forfeit my security deposit.

1. No smoking in camper.
2. No animals allowed in camper.
3. Camper will be maintained in clean condition at all times, i.e. no garbage or food waste left out. We want do avoid any insect infestations.
4. Lessee has been shown how to use all appliances/air conditioning, etc., and agrees to use same safely and carefully.
5. Lessee is responsible to notify *Roughing It Smoothly* immediately should any problems/issues arise with the travel-trailer unit, not at the end of the rental.
6. It is understood and agreed that *Roughing It Smoothly* cannot be held responsible for electrical insufficiencies at campsite/delivery location, i.e. low amperage.
7. Camper will be returned in clean, neat order.
8. In the event of high winds, lessee will insure that awning is tied down or rolled back up. See Awning Addendum.
9. Lessee will insure that vents on top of camper are CLOSED during rain or high winds or if you are away from camper they are down in the event of wind/rain.
10. Lessee is responsible for all their own personal items inside camper.
11. Insure door is locked when camper is left unoccupied.
12. Lessee covenants and agrees to indemnify Landlord and save harmless from all loss, liability and expense which may be suffered or incurred as the result of claims made or actions brought against said Landlord for personal injuries or property damage at the demised premises caused in any way by the lessee or resulting from his/her use of said premises.
13. The dates reserved by the lessee (for renting camper) are secured days of rental. In the event the lessee does not use the full amount of time the camper is reserved for, reimbursement is not made for unused days.
14. Payment information: Upon delivery of the travel-trailer, the final balance/security deposit will be due, less the deposit previously sent. We do not accept credit cards and prefer *cash/money order* for final balance. As noted in the contract, your security deposit will be returned after walk-through inspection of camper is found satisfactory, at the completion of the rental.

Signature

Date

Rouging It Smoothly
Travel -Trailer Reservation Contract
2856 Moran Post Road • Camden, NY 13316

Thank you for your inquiry regarding our travel-trailer rentals. I'm sure you and your family will be happy with the accommodations. Each unit sleeps 6-8 people and is very nice. Our service provides the utmost in convenience as we deliver and set-up our units right where you want them! There is no worry about towing leveling or setting the camper up in anyway. We do it all!

Our website shows nice pictures of the interior and floor plans of the campers along with other information. Please read and fill out the Reservation Contract and Rental Agreement. These documents list the conditions of the rental, i.e. care of the camper and your responsibilities. We require a security deposit on all trailers before they leave our grounds. This deposit will be returned to you upon completion of the rental and after a walk through inspection has been performed satisfactorily. Please sign and return the contract, along with your deposit, to insure your requested dates.

There are deluxe or luxury style travel-trailers to choose from with varying floor plans. You can view the different options on our website by going to the Campers link. At minimum, each unit is 30' in length with a full bedroom in front, bunks in back, bathroom with tub, shower, sink and medicine cabinet. There is a *fully stocked kitchen with appliances, dining and sitting room area, A/C, stereo, television connections and awning. *The camper is equipped with everything you'll need such as utensils, pots/pans, plates/cups, toaster, coffee maker and bed linens! When we deliver the camper we will go through the operation of the camper with you and insure you feel comfortable with how everything works.

I appreciate your interest and we look forward to meeting you and your family. If you have any questions or concerns, please do not hesitate to call (315-245-2788).

Sincerely,

Yvonne Carle
Owner

Rouging It Smoothly
Travel -Trailer Reservation Contract

AWNING USAGE ADDENDUM:

Due to insurance liability issues (no longer covering awning damages), please be advised that the use of the awning on this camper is solely and completely the responsibility of the lessee. Should ANY damage be incurred to the awning during your rental, repair damages will be assumed by you. While we understand that acts of nature can occur (i.e. wind storms, excessive rain, etc), it will be your responsibility to retract the awning immediately should this occur.

By signing the following you are agreeing to this addendum and assume full responsibility and financial reimbursement of the awning should it become damaged:

“I have been instructed in the safe operation of the awning usage, both putting up and retracting same, and agree to take full financial responsibility should the awning become damaged during my rental. I also understand that my security deposit will be utilized to offset any damages incurred to the trailer during this rental.”

() I DO wish to use the awning and agree to above addendum:

Signature:

Date:

() I DO NOT wish to utilize the awning:

Signature

Date: