



# RENTAL AGREEMENT

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TheRVRentalFactory.com

THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN THE PERSON NAMED ON THE CONTRACT ("RENTER") AND THE RV RENTAL FACTORY, LLC. THIS IS A STAND ALONE CONTRACT IF RENTING DIRECTLY THROUGH THE RV RENTAL FACTORY, LLC OR IN ADDITION TO THE TERMS AND AGREEMENTS BETWEEN THE "RENTER" AND THE RENTAL PLATFORM.

<b>RV INFO:</b>	<b>2022 Sunseeker by Forest River 3250LE (VIN: 1FDXE4FN2NDC01078)</b>
<b>RENTER NAME (MUST BE AT LEAST 25 YEARS OLD):</b>	
<b>RENTER DRIVER'S LICENSE #, STATE, CLASSIFICATION:</b>	
<b>RENTER ADDRESS (INCLUDE CITY, STATE, ZIP):</b>	
<b>RENTER PHONE:</b>	
<b>RENTAL DATES:</b>	
<b>NUMBER OF ADULTS:</b>	
<b>NUMBER OF CHILDREN:</b>	
<b>NUMBER OF DOGS:</b>	
<b>CREDIT CARD INFO FOR \$750.00 REFUNDABLE SECURITY DEPOSIT FOR DAMAGES/OVERAGES (#, EXP. DATE, CVV):</b>	
<i>Note: \$750.00 Security Deposit does not apply if renting through a rental platform. You will pay the rental platform's security deposit.</i>	
<b>INSURANCE (LEAVE BLANK FOR THE RV RENTAL FACTORY):</b>	
<b>TOTAL PRICE (LEAVE BLANK FOR THE RV RENTAL FACTORY):</b>	
<b>ANY OTHER ITEMS AGREED UPON:</b>	

***The RV Rental Factory, LLC and Renter agree as follows:***

**PAYMENT POLICY:** 50% of the total rental balance is due at time of booking and will secure your dates. The remaining balance must be paid in full 30 days before the scheduled rental period. Rentals during a holiday and event weeks require full payment at the time of booking. A \$750.00 temporary preauthorization hold on a major credit card is due at pick-up prior to taking control of the RV for the trip. This will be known as the "Security Deposit". At the conclusion of the rental, any costs for damages/overages/add-on fees will be deducted from the security deposit. The remaining security deposit, if any, will be returned within 14 business days. Credit card payments will incur an additional 3.5% plus \$.15 fee. There is no security deposit collected if renting through a rental platform as the platform will charge its own deposit.

**CANCELLATION POLICY:** The payment will be refunded at 50% up to 30 days prior to the reservation. The payment will not be refunded if canceled 14 days or less before the reservation. There will be a 48 hour grace period after booking for cancellations. Additionally, no refunds will be given for cancellations of reservations during a holiday and event weeks for early check-outs or no-shows. Cancellation or interruption that occurs due to inclement weather will be discussed between renter and The RV Rental Factory, LLC.

**RENTAL PERIOD EXTENSION:** If, for any reason, the rental period is extended beyond the original rental period dates, the Renter agrees that this document will also extend, be valid and enforceable for the entirety of your extended rental period. All extensions must be communicated to and approved by The RV Rental Factory, LLC. If an extension is approved, the Renter will pay the extra nightly rate and insurance immediately.

**LIABILITY:** The Renter agrees to accept liability for any damages caused to the RV by Renter or Renters' guests, including, but not limited to, damage to the RV in any way or damage to any appliances and/or equipment furnished. If damages are in excess of the security deposit being held, the Renter agrees to reimburse The RV Rental Factory, LLC for costs incurred to repair/replace damaged items, and such reimbursement must be made within 14 days of receiving the invoice. Renter hereby agrees to indemnify and hold The RV Rental Factory, LLC harmless from any and all claims, including losses relating to any recreational activities and will indemnify The RV Rental Factory, LLC. Renter agrees to indemnify The RV Rental Factory, LLC for any damages to exceed the deposit held. The RV Rental

Factory, LLC is not responsible for articles left on premises.

**HOLD HARMLESS:** The RV Rental Factory, LLC does not assume any liability for loss, damage or injury to persons and/or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will The RV Rental Factory, LLC accept liability for any loss or damage caused by weather conditions, natural disasters, or other reasons beyond our/its control.

**VALUE AGREEMENT:** The Renter agrees the replacement value of the RV is \$80,000.00.

**RENTAL INSURANCE:** The Renter is required to maintain insurance coverage on the RV at all times during the reservation. The RV Rental Factory, LLC will provide a quote from a third party agent for the duration of the specified dates of the rental after the security deposit is paid. The security deposit of \$750.00 is to ensure the RV is guaranteed the funds needed to be used toward any insurance deductibles, damages, lost items and/or lost income from a damaged unit as well as overages. The Renter assumes all costs of damages as well as any additional deductible amount needed to cover damages if incurred. If the RV is returned without said damages, the remaining security deposit, if any, will be returned to renter within 14 business days via the same way it was paid for. The security deposit is provided as security against damage to the RV, theft, late check-out and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The Renter shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to Renter use of the premises or the items of personal property provided by The RV Rental Factory, LLC. The Renter hereby agrees to indemnify and hold The RV Rental Factory, LLC harmless from any and all claims, including those of third parties, arising out of or in any way related to Renter use of premises or items provided therein. The Renter assumes the risk of injury or other losses relating to any recreational activities and will hold The RV Rental Factory, LLC harmless with respect thereto. The Renter agrees to indemnify The RV Rental Factory, LLC for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage results from a Renter occupancy, The RV Rental Factory, LLC is authorized to utilize the security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held. The RV Rental Factory, LLC is not responsible for articles left on premises. The Renter may use their personal

insurance for their rental period if a suitable coverage binder is provided by the Renter insurance agent showing The RV Rental Factory, LLC as the payee should any damage or total loss ensue.

**EXTRA FEES:** The Renter may elect to add certain "extras" to your reservation if needed. If the Renter does not elect extra fees at the time of booking, such as the dump fee, etc, The Renter can elect to pay them at the time of pickup or have them deducted from the security deposit. See "Extra Fees Addendum" for further.

**\$250.00 CLEANING FEE:** This will be charged if excessive cleaning is required.

**\$150.00 DUMPING FEE:** This will be charged if the tanks have to be emptied.

**\$60.00 PROPANE REFILL FEE**

**\$30.00 PORTABLE PROPANE REFILL FEE**

**\$100.00 FUEL REFILL FEE + PRICE OF FUEL:**

This will be charged if the RV is not returned with the same amount of fuel you started with.

**TRAVEL RESTRICTIONS / TOWING:** No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Driving on unapproved roads will result in the forfeiture of your entire deposit, along with possible additional charges for any damages incurred by the use of unapproved roads. No towing is allowed with the RV unless prior written approval has been granted by The RV Rental Factory, LLC

**CAMPGROUND RESERVATIONS:** The RV Rental Factory, LLC is not responsible for campground reservations – including cancellations. All campground reservations must be made separately from your reservation with The RV Rental Factory, LLC, 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. No refunds will be given for campsite reservation errors. It is highly recommended that a RV ready type site is booked with both electric and water hook ups.

**MILEAGE POLICY (DRIVEABLE RV RENTALS ONLY):** The RV will include 200 miles per paid night. Any additional miles will be charged at \$.35 per mile. This charge will be assessed and paid at the RV's return.

**PICKING UP THE RV:** The Renter will need at least 45 minutes to check-out on the first day (pick-up or delivery) of the reservation. This allows a full orientation of all aspects of the RV. Pick-up is based

on scheduling and availability. Pick-up times are scheduled on a first come first serve basis. The RV Rental Factory, LLC cannot guarantee that the preferred time requested will be available. Earlier pick-up times may be accommodated as a courtesy only and only 1 hour before or after the scheduled time. Early or late pick-ups beyond 1 hour before or after the scheduled time within 72 hours of the scheduled pick-up would result in an additional nightly rate fee of \$250.00. All pickups are scheduled and by appointment only. If appointment time is missed, the pick-up time can be rescheduled for the next available opening for an additional fee. The keys will NOT be turned over to the Renter until the \$750.00 preauthorization hold is collected via major credit card and all forms are signed.

**RETURNING THE RV:** The RV is due back by the agreed time on the reservation on the scheduled day back. Late returns beyond 1 hour, without prior approval will result in an additional night fee of \$250.00. The Renter will need time to check the RV back in, so please allow 30 minutes or longer. While a complete walk-through of the RV is conducted upon return, there is a 14-day "post rental" detailed inspection that is completed to ensure there are no issues with the RV following the rental period. After the RV has been completely checked, a refund of the FULL security deposit will be issued (*less any adjustments for damages or overages, if applicable, i.e., mileage, generator hours, IPass/EZ Pass*). Again, late returns are accommodated as a courtesy only, but will incur a fee of up to \$250.00 if beyond 1 hour past agreed upon scheduled time. Our goal is to make sure the next renter has a properly prepared and cleaned RV. Lost rental income for an upcoming rental due to late returns will be the Renter's responsibility (*i.e., a late return goes a full day into the next rental causing the cancellation of the next rental. If the canceled rental was a three night trip for \$750.00, the Renter will be responsible to pay the \$750.00 plus the \$250.00 late fee*). There are no refunds for early returns. The RV must be returned in the same condition it was received by the Renter.

#### **CAMPER ABANDONMENT / OWNER**

**RETRIEVAL:** If for any reason the Renter abandons the RV, they will be charged a \$3,000.00 fee for Abandonment and Retrieval - plus any applicable fees for ANY lost/missing keys or items/parts from the RV. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to the The RV Rental Factory, LLC/drop-off location, before the end date/time of the rental period. In the event the Renter abandons the RV without signing return documents, the Renter agrees to waive their right to dispute any claims due to damages, overages, or vandalism.

**RV SLEEPING CAPACITY / BEDDING:** The Renter agrees to and understands the limitations placed on the number of persons permitted to occupy the RV, and unless prior written approval has been granted by The RV Rental Factory, LLC, the Renter agrees to abide by such limitations. The above Renter is at least 25 years of age and will be an occupant of the RV during the entire rental period. The RV Rental Factory, LLC will supply bedding if requested.

**CLEANING / SMOKING OR VAPING:** The RV Rental Factory, LLC does not charge an upfront cleaning fee. The RV will be inspected, sanitized and cleaned after your departure. The RV must be returned in the same general condition that you received it. If a significant cleaning is required, a cleaning fee of \$250.00 will be deducted from your deposit. Please be sure to empty the holding tanks before the unit is brought back. If the Renter would rather not empty the holding tanks, The RV Rental Factory, LLC will empty them for the Renter at an additional \$150.00 fee, to be deducted from the initial deposit. The odors associated with both vaping and smoke are difficult to remove. The RV Rental Factory, LLC must STRICTLY ENFORCE this policy. If evidence of vaping or smoking inside the RV is found, The RV Rental Factory, LLC reserves the right to charge \$250.00 to treat the RV. In addition, any damage caused by vaping or smoking will be deducted from the damage deposit.

**WHAT WE SUPPLY:** Included in the reservation, The RV Rental Factory, LLC supplies the RV with cleaning supplies, sheets/blankets (IF REQUESTED), a single serve coffee maker, kitchen cookware, dishes, Roku's, grill, outdoor table, chairs, games and most items that make operation of the RV easier for the Renter. Toilet paper is also provided and must only use the RV type toilet paper. A minimum CHARGE OF \$20.00 will be deducted from the security deposit for each missing or broken item plus the cost of repair or replacement.

**FUEL:** The RV runs on unleaded gas. Failure to use the correct fuel will cause significant damage to the RV and the Renter will be charged for all related damages and fees. The Renter is responsible for all fuel charges. The Renter is also responsible for re-fueling and any charges that may arise from running out of fuel. Roadside assistance may be of some help, but no guarantee can be made regarding the availability or timeliness of such assistance. The RV must be returned with the same level of fuel present as the time of pickup/delivery, or a \$250.00 fee will be deducted from your security deposit for any necessary refueling.

**PROPANE:** Propane must be filled to the same level present at pickup before the RV is returned unless

propane refill service is added to the reservation at a flat rate of \$60.00 regardless of use. Same applies to the 20 lb portable propane tank for the grill at a flat rate of \$30.00 to refill regardless of use.

**GENERATOR POLICY:** The RV will include 4 hours of generator use per paid night. Any additional hours will be charged at \$4.00 per hour. This charge will be assessed upon the RV's return and payable immediately.

### **TOLL ROADS / RED LIGHT**

**CAMERAS / PARKING TICKETS:** You are obligated to report any tolls, red light tickets or parking tickets to The RV Rental Factory, LLC upon returning the RV. If we receive any unpaid tolls, tickets or other fees related to your rental, a \$150.00 administration fee plus the cost of each individual outstanding charge will be your responsibility. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$100.00 administration fee. If you want to use toll roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc. mail comes our way or the \$100.00 administration fee, plus the bill will be applied. Note: Most toll agencies are good to work with and will help you out if a mistake is made and you call them right away.

**TIRE RESPONSIBILITIES:** The tires on the RV have been inspected and checked, along with all other parts, prior to the rental period, but if a tire has low pressure the Renter can refill it with air. If a repair is needed for a flat tire or a slow leak, the Renter must immediately contact roadside assistance and The Rental Factory LLC.

**AWNING:** The RV Rental Factory, LLC does allow the usage of the exterior awning, but advise using caution! This is for the Renter protection, because awnings are NOT COVERED by insurance and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% the responsibility of the Renter and will exceed your security/damage deposit amount. The awning must be retracted when the RV is unattended, during high winds, and at night.

**PETS:** Only dogs are allowed in the RV. No other animals are permitted. In the event damages ensue from the Renter dog, such as scratching, odors, chewing, or similar, a \$250.00 cleaning and repair fee will be deducted from your security deposit. If additional cleaning is required due to the presence of the dog, a \$150.00 cleaning fee will be deducted from your security deposit.

**ROOFTOP USAGE:** The RV Rental Factory, LLC does not allow the use of the RV rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of the Renter entire security deposit. In the event the damage is more than the security deposit, the Renter agrees to be financially responsible for the total cost of all necessary repairs.

**APPLIANCES:** The air conditioning, radio, microwave, television, stabilizing jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no refunds or compensation will be provided to the Renter. In case of any malfunction please contact The RV Rental Factory, LLC immediately for assistance and they will do their best to troubleshoot.

**LOCKOUT:** If a lockout occurs, the Renter is required to contact roadside assistance or hire a locksmith with the understanding that all associated fees will be the Renter responsibility. Should any damage occur due to a locksmith needing to gain access to the RV to retrieve the keys, the Renter accepts responsibility for said damage, which will be deducted from the security deposit. Any costs exceeding the security deposit will be the responsibility of the Renter.. The Renter agrees to a fee of \$75.00 for each missing key.

**GPS TRACKING:** The RV is equipped with a GPS tracking device for safety and must not be removed for any reason. Failure to accurately report your destination, or giving an arbitrary destination in order to attend a prohibited event will result in complete loss of the security deposit and the Renter will be requested to return the RV to The RV Rental Factory, LLC immediately, and no refunds will be issued for unused rental days. The RV Rental Factory, LLC does not rent for festivals or concerts without pre approval.

**FIRST AID KIT:** The Renter agrees the replacement value of the First Aid Kit is \$20.00. If the First Aid Kit is needed, it is available to be used. After the First Aid Kit is used and a replacement fee is to be collected, the Renter can keep the used First Aid Kit as a full unused new First Aid Kit must be restocked post reservation.

**BOONDOCKING/DRY CAMPING:** Camping without hookups (water, sewer, power) restricts the capabilities of the RV. The Renter is limited to fresh water tank capacity, black & gray tank capacities, battery capacity and propane capacity. The Renter has the responsibility to recharge, refill, and dump, as necessary. The RV Rental Factory, LLC takes NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should the Renter choose to dry camp/boondock, they take full responsibility and liability for the limited capabilities

and capacities, and any unmet expectations due to use without hookups.

**ADDITIONAL TERMS AND CONDITIONS:** The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges The RV Rental Factory, LLC, from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to indemnify and hold The RV Rental Factory, LLC harmless against any and all claims, losses, damages, liabilities, costs, (including legal fees and expenses) arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest(s) violate any conditions of this agreement, The RV Rental Factory, LLC may terminate this agreement and enter premises. Upon notice of termination of this agreement, The Renter shall vacate the premises immediately. In the event The RV Rental Factory, LLC has to resort to legal process to enforce rights under this Agreement, The Renter shall be responsible for reasonable Attorney fees and costs. The Renter agrees this contract is entered into in Cook County, Lake County, & McHenry County Illinois and consents to the personal jurisdiction of any proper court located therein.

**FEES ADDENDUM:** By signing this addendum and accepting keys, you understand there are extra fees that can occur if the contract is not adhered to. These fees, if assessed, will be deducted from your security deposit, and any additional cost, if necessary, will be charged to your rental. By signing this, you are authorizing The RV Rental Factory, LLC to charge your credit card on file for your rental booking extra fees.

**WASTE TANKS ADDENDUM:** Most renters are not familiar with properly operating an RV's black and gray waste holding tanks and; and therefore, have many questions and concerns regarding this. This addendum is meant to act as a clear outline for your responsibility as a renter for properly using and dumping the waste tanks, and the fees if not done successfully. We will go into considerable detail during your pickup orientation and training regarding the proper dumping of these tanks to accommodate the walk though that is done at pick up. There are also step by step instructions in our renter's handbook inside the RV and we will also give you a copy of these instructions during orientation. By signing this waste tank addendum, you are agreeing that you have been taught how to dump the tanks and

that you understand how to do it. (it is always ok to call or text us with questions for waste tank dumping or other issues during the course of your RV rental.) Never leave the black or gray tank valves open during usage! RV safe toilet paper will be provided and we ask that this is the only thing put into the black tank. no other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the black tank or a clog may result. There is to be no

food, or any other item, other than sink and shower water, placed into the gray tank. any amount of food particles may result in a clog that will require extensive cleaning to clear. When you return the rv, the tank levels will be checked during our inspection and if the tank levels on the control panel do not read empty, you will be charged a \$150.00 dump fee, no exceptions. Please ensure tanks have been emptied and flushed, if necessary, and tank levels on the control panel read empty prior to returning.

**PLEASE REMEMBER THAT YOU ARE RENTING OUR PRIVATE RENTALS. PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE SHOWN TO YOUR OWN HOME.**

*Upon completion of this rental agreement, please email the signed copy to [rent@thervrentalfactory.com](mailto:rent@thervrentalfactory.com). Additionally, you can send pictures or photocopies of your driver's license in the same email with the agreement and we will add them to page 2 along with personal insurance information (if utilizing) for page 3.*

**REMINDER FOR THE RV RENTAL FACTORY, LLC TO ADD ANY INSURANCE PAPERWORK FOR YOUR RENTAL HERE:**

**PICTURE/COPY OF RENTER'S DRIVER'S LICENSE:**

**SIGNATURE:**

Print Name:

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Signature:

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Date:

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**PRE | POST TRIP INSPECTION ADDENDUM:**

*THIS FORM WILL BE FILLED OUT BY THE RV RENTAL FACTORY, LLC, WITH THE RENTER DURING THE RESERVATION PICK UP AND DROP OFF.*

**RV:** \_\_\_\_\_ **Platform:** \_\_\_\_\_ **ID#:** \_\_\_\_\_

**Renter:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

PRE TRIP	POST TRIP
Date:	Date:
Odometer:	Odometer:
Allotted Mileage:	Mileage Overage:
Generator Hours:	Generator Hours:
Generator Allotted Hours:	Generator Hours Overage:
Fuel Gauge:	Fuel Gauge:
RV Propane Gauge (\$60 Fill from E):	RV Propane Gauge:
Portable Propane (\$30 Fill from E):	Portable Propane:



**EXTERIOR:**

- Damage
- Keys
- Propane
- Storage
- Water Pump
- Generator
- Additional Plugs
- Black/Grey/Fresh Water
- Included Amenities

**INTERIOR:**

- Cabin Area
- Entry Door/Fire Extinguisher (First Aid Kit \$20 Charge)
- Leveling Jacks
- Awning
- Control Panel
- Slides
- Awning
- Overhead Cabin Bed

- Front TV(GuestMode)/Sound System
- Cabin Curtain
- Dinette to Bed/Bedding/SeatBelt
- Storage Above Dinette
- Refrigerator
- Bunk Beds/Privacy Curtain Rear TV
- Master Bedroom

- Closet Storage/Under Bed Storage
- Thermostat
- Bathroom
- Kitchen/Ceiling Vents
- Storage Above Sofa Sleeper
- Sofa Sleeper

**WALK THRU NOTES:**

**PRE TRIP**

- \$750.00 Security Deposit Pre Authorization Collected**
- Insurance Paperwork Collected**

X \_\_\_\_\_  
Primary Driver / Renter

X \_\_\_\_\_

The RV Rental Factory, LLC Authorized Representative

**POST TRIP**

- IPass Usage Collected**
- \$750.00 Security Deposit Returned (Minus Overages)**

X \_\_\_\_\_  
Primary Driver / Renter

X \_\_\_\_\_

The RV Rental Factory, LLC Authorized Representative

*Note: \$750.00 Security Deposit does not apply if renting through a rental platform. You will pay the rental platform's security deposit.*