Sterling RV Center, Inc
16718 Hwy 14
Sterling, CO 80751

Phone: **970-522-7541**
FAX: 970-522-7576

Date: _____

_____ _____
Lessee Name **Home#**

_____ _____ _____
Work # **Cell#** **Email**

_____
Address **City** **State** **Zip**

_____
Names of Additional People in Camper

_____
Destination – Campground – City - State

_____
Insurance Company – Policy Number

_____
Drivers License #

_____
Tow Vehicle Make & License Plate

_____
Rental Dates Pickup **Return**

RESERVATION/ CLEANING DEPOSIT	
Cash / Check/ Charge	**$250.00**
Rental Fee	**$**
Courtesy Pack	**$**
Pets	**$**
Receiver/Ball	**$**
Wiring	**$**
Brake Control	**$**
TAXABLE TOTAL	**$**
Sales Tax 3.9%	**$**
TOTAL	**$**

Cash/Check/Charge

_____
Camper Make & License Plate Number

Pets ----$50.00
Courtesy Pack- $ **100.00 includes sleeping bags, lounge chairs, towels and dishes**
Initial _____

RENTAL CONTRACT

WAIVER OF LIABILITY In consideration of being allowed to rent a camper the undersigned expressly waives and releases its owner, its administrators, directors, agents, officers, and employees, from any and all causes of action or claims whatsoever, of any kind or nature, arising from, or in any manner related to, customer's rental and use of the camper. This Waiver and release shall insure to the benefit of the assigns or successors of owner and shall be binding upon the heirs or successors of customer. Customer specifically understands that use of the camper is at customer's own and sole risk. Customer specifically acknowledges his experience and capabilities and believes he is qualified to use and operate the camper. Customer fully understands that use of the camper involves risks and dangers and may result in serious bodily injury. Customer understands that his own actions, or inactions, the actions or inaction of others, or the negligence of the releases may cause such risk and dangers. With full knowledge, the customer fully accepts and assumes all such risks and all responsibility for losses, costs, and damages incurred as a result of his use of the camper, of any kind or nature whatsoever.
Customer further agrees that if, despite the release, he or anyone on his behalf makes a claim against any of the releases named herein, customer will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney's fee, loss liability, damage or cost any may incur as a result of any such claim. Customer acknowledges that he has read this release, fully understands its terms, understands that he has given up substantial rights by signing it, and has signed it freely and without any inducement or assurance of any nature, and intends same to be a complete and unconditional release of all liability to the greatest extent allowed by the law of the state in which such activity is conducted and further, agrees that if any portion of this release is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

PROOF OF INSURANCE Full Coverage automobile insurance is required. Customer further agrees to save and hold owner harmless from any and all damages which may be occasioned by customer's use of the camper, both during travel and when camper is at a stationary location. This hold harmless agreement is intended to be inclusive of any and all types of damages, from whatever kind or nature, and from whatever cause, and shall be exercised by owner to the fullest extent of the law in any jurisdiction in which such damage may occur. This hold harmless agreement, in conjunction with the waiver of liability set forth herein, shall specifically include, but shall not be limited to, negligence in the maintenance of the equipment either by the owner or the customer.

FAMILIARIZATION TOUR Familiarization tour (approximately 1 hour) is required to acquaint the customer with the operation of the camper before departure. This familiarization tour is, in no way, intended to substitute for the certification of knowledge which customer has executed contemporaneously herewith, rather it is intended only to provide additional information or updated information to the extent practicable to the customer. If you are unsure of any procedures explained NOW IS THE TIME TO ASK. We want you to have a good experience.

SUBSTITUTIONS We will make every effort to provide the customer with the model requested. We reserve the right to substitute models of similar or higher grade. Should a model for lower grade be offered and accepted, liability will be limited to refund of price differential between model paid and model taken.

RENTAL DAY Rental day is based on number of nights the camper is used. Each night constitutes a rental day.

_____ Initial

DRIVER REQUIREMENTS Qualified drivers 25 years of age or older possessing a valid and identifiable driver's license. A major credit card and references, employment, or foreign passport are required as identification prior to rental and will be verified. All drivers must be listed on and sign the Rental Contract and will be bound by Terms and Conditions of the Rental Contract at camper pick up.

CERTIFICATION OF ABILITY TO OPERATE Customer hereby certifies to owner that customer, and all those who are using the camper while such is in customer's custody, have full knowledge of the operation of this type of camper and are satisfied with their level of knowledge and expertise in such operation. Furthermore, due to the weight and small wheelbase of the camper, Customer will not exceed a maximum speed of 60 miles per hour while towing the camper. This is to include interstate highways and other roads where posted speed limits exceed 60 miles per hour. Towing a camper may severely impede the pulling vehicle's ability to stop and accelerate, especially on steep grades.

RESTRICTED AREAS Campers are restricted from operation in Death Valley and other desert areas during hot periods. Customer will also be held liable for damages to camper, tires, towing charges, and other expenses as a result of a breakdown associated with operating in these areas. Campers are not allowed on "logging" and other non-public roads. Campers are not permitted in Mexico. This includes temporary border crossings.

RIGHTS UPON FAILURE TO RETURN The vehicle remains the property of the Lessor and failure to return it on the agreed date may constitute larceny; subjecting the lessee to penalties. Should customer fail to return the camper on time, in addition to the extra fees which will be charged, as set forth, customer is responsible for any and all cost of collection or obtaining position of the camper, including attorney's fees, if such are necessary to obtain the return of the camper or collect additional charges. Owner shall have the right to pick up the camper from customer, with or without judicial process, at any time after the return date set forth in this contract. The option to pick up the camper from customer is solely within the discretion of the owner and is not necessary or required on the part of the owner.

RESERVATION/SECURITY DEPOSIT A reservation deposit of $250.00 is required to reserve a camper. **If for any reason Customer fails to cancel a reservation within 30 days of a planned departure, the Customer will forfeit the entire reservation deposit**. Changes in reservations are subject to a $50.00 processing fee. _____ **Initial**

CAMPER RETURN Camper must be returned on time. A fee of $50 per hour will be charged for each hour the camper is overdue in addition, a late return will void our responsibility to the customer. Customer agrees that he will return unit in the same condition as he received it. A fee of $125.00 will be charged for cleaning. Lessee will pay for any damages to camper and/or loss of equipment.

EARLY RETURNS, LATE PICK UPS **No refund will be made for early returns or late pick-ups.**

SECURITY DEPOSIT Upon return, all extra charges, if any, are balanced against the security deposit and a credit or check will be issued to cover the refund within 7 business days. _____ **Initial**

MAINTENANCE AND BREAKDOWN RESPONSIBILITY The customer is responsible for reporting mechanical failures immediately. Flat tires, minor leaks, battery and appliances are not considered breakdowns. Customer agrees not to hold liable for down time, materials or any consequential damages resulting from the use of EQUIPMENT, including failure of equipment to operate properly. _____ **Initial**

GENERAL CONDITIONS Rental prices, policies are subject to change without notice. Rentals are subject to the Terms and Conditions of this Rental Contract.

ADDITIONAL TERMS AND CONDITIONS

1. Lessee(s) has carefully examined the vehicle and finds it suitable for the purpose for which it is leased; and finds after a demonstration of their uses, the accessories, equipment and appliances in acceptable and working condition and that the Lessee(s) will periodically examine the equipment including the hitch, and tires and to maintain them in a safe, operable, and dependable condition while in the custody of the Lessee(s); that if any defect is discovered after the acceptance of the unit, that the Lessee(s) will immediately obtain instructions from the Lesser and the continued use of the vehicle by the Lessee(s) will be at the risk of the Lessee(s) who assumes the liabilities of injury and damage to third persons.

2. Lessee(s) agrees not to use, or permit its use, for an unlawful purpose; to drive in a careless or negligent manner, nor drive while under the influence of liquor or narcotics, nor by any person except those signatory to this agreement.

3. Lessee(s) acknowledges responsibility, as an insurer as well as bailee, and hold Lessor harmless from any and all fines, forfeitures and penalties arising out of any violation of law; that Lesser shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunctioning of the vehicle. Lessee(s) further agrees to hold the Lessor harmless should damages occur to any Lessee(s) personal property while carried in, such vehicle including loss or damages caused by fire, water, theft. Lessee(s) further agrees to indemnity and hold harmless the Lessor 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 equipment.

4. Regardless of the party at fault, Lessee(s) understands and agrees to be responsible for damages to said vehicle and / or equipment resulting from collision or accident.

5. Lessee(s) shall immediately after any accident, report the same by telephone to Lessor at (970-522-7541), and deliver forthwith upon return to lessor, every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding, received by Lessee(s) or said driver in connection with any accident or occurrence involving vehicle. Lessee(s) and the driver agree to refrain from aiding or abetting the assertion of any claim, and shall cooperate fully with lesser and the insurer in the investigation and defense of any claim or suit. If lessee(s) and the driver fail to provide such cooperation, Lessee(s) shall be responsible for cost of repair/replacing unit.

6. If the vehicle is stolen from the possession of the Lessee(s) the latter shall immediately report its loss to the local police authorities; notify the Lessor and Lessee(s) assume the burden of firmly establishing its loss and to return the vehicle keys to the lessor.

_____Initial

7. Lessee(s) agrees to return the vehicle to the Lessor's place of business, including all equipment, in the same condition as received, ordinary wear and tear excepted. Returning earlier than scheduled date will not result in credit or refund.

8. Lessor's ability to provide a Camper, if reserved, is contingent upon and subject to its return by the pervious lessee, and to accidents and other causes beyond Lessor's control.

9. It is expressly agreed that Lessee(s) is not the agent, servant or employee of the Lessor in any manner, whatsoever. It is further agreed that the laws of the Lessor's state of residence shall determine all rights and liabilities arising out of this contract.

10. Lessee(s) acknowledges that he has received instructions on the operation; use and maintenance of the vehicle, including the operation and safety precautions connected with the bottled gas installations and is totally familiar with it.

11. Lessee(s) expressly agrees to indemnify and hold Lessor harmless of, from, and against any and all loss, costs, damages, attorneys fees and/or liability in connection with the enforcing of the foregoing contract by Lessor, including among other things expenses incurred in collecting or attempting to collect delinquent rent, and in the event suit is instituted by Lessor to recover possession of said equipment and/or to enforce any of the terms, conditions and/or provisions hereof, Lessee(s) agrees to pay all costs and reasonable attorneys fees of Lessor incurred in connection therewith. Venue of any action hereunder is in the county of Logan, State of Colorado.

12. For the purpose of enforcing Lessor's ownership of said vehicle and/or equipment and to protect Lessor's rights under this contract, Lessee(s) agrees that Lessor may retake possession of said vehicle and/or equipment at any time and for such purpose to enter upon the premises of Lessee(s). Lessee(s) hereby waives any right of action against Lessor by reason of such retaking or entry.

13. Lessee(s) enters into this contract with full understanding of all terms and conditions. That this agreement contains the entire understanding between the parties hereto and that no other representations inducements, verbal or written, have been made which is not set forth herein. Lessee(s) shall be fully liable for loss or damage to the vehicle that results from collision. Lessee(s) is also fully liable for damage caused to the vehicle that results from collision with any structure, road, or barrier below the floor line of the vehicle due to insufficient clearance.

NOTIFY YOUR INSURANCE AGENT OF YOUR INTENTION TO LEASE AND OPERATE THE HEREIN DESCRIBED PROPERTY. YOU WILL BE ADVISED IF YOUR PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE COVERS YOUR RISK

Customer	**Sterling RV Center, Inc.**
_____	_____
Driver 1	for Sterling RV Center, Inc.
_____	_____
Driver 2	Date Signed