

NORTH ATLANTA RV RENTALS

Renter must be 25 years of age or older with a major credit card in his/her name, a valid driver's license, and full coverage insurance in his/her name. Renter may purchase damage deposit reducer (DDR). Please read the following Policies and Conditions carefully. This form is the rental agreement between you and North Atlanta RV Rentals.

Rental Prices, Policies and Conditions are subject to change without notice.

1. **Rental Payment:** A down payment of \$250 is payable at the time of reservation. The balance of the rental payment and the \$2500.00 refundable security deposit is due 14 days before the unit is picked up. The refundable security deposit will be refunded within 10 days of when the unit is dropped off in the same condition as when it was picked up. We may use the security deposit to pay any amounts owed to us under this agreement. Payment can be made by certified check or credit card.
2. **Cancellation Fee:** The minimum reservation fee is \$250.00, which is applied toward the rental price. The reservation fee is non-refundable but good for 1 year unless you cancel within 14 days. If you cancel within 14 days of your rental, the full rental amount will be charged to the credit card provided at the time of reservation and is non-refundable.
3. **Pick up time:** Pick up is by appointment at our office. The pickup time must be pre-arranged no later than 48 hours prior to requested pick up time.
4. **Return time is between 9am – 12:00 PM** on the scheduled day of return. Renter agrees to pay a late fee of \$75.00 per hour for every 1-hour period (or any portion thereof) after 12:00PM up to a maximum of \$500.00 per day. If renter is late and delays the departure of, or causes the cancellation of the next renter for that vehicle, then renter will be responsible for any inconvenience fees or loss of revenue, whichever is greater. Any extensions of rental or late returns must be approved by us in writing. Early return times must be pre-arranged in writing. There are no refunds for early returns.
5. **Return of RV.** Renter agrees to fill fuel tanks and propane tanks to level they were at when rented, empty toilet and holding tanks, or be required to pay the following charges:
 - Fill Fuel tanks - \$10.00 + cost of fuel Dump holding tanks - \$150.00
 - The RV must be returned clean inside and out, in the same condition as when picked up. If the RV is not returned clean inside and out, an additional \$50.00 per hour cleaning fee will be charged, up to \$150.00.
 - Renter must pick up & drop off the rental RV him or herself. No Exceptions!
6. **Travel Areas:** The RV is not to be driven outside of the contiguous USA and Canada. No trips are allowed to Mexico. During the winter months we do not recommend that you travel to or through snow areas, use snow (tire) chains, or travel where the weather is consistently below freezing. Tire chains can damage tires if not properly installed and the holding tanks may freeze and burst. The renter will be responsible for paying for any damages caused as a result of travel outside of recommended areas and for any resulting loss of revenue until the RV is able to be rented again. Please consult the sales office prior to traveling to areas with wintry weather conditions.
7. Vehicles are restricted from operation in desert areas during hot periods. Renter will be held liable for all damages to vehicle, tires, towing charges, and all other related expenses resulting from a breakdown associated with operating in these areas. During certain periods, these areas are not habitable and could pose a danger to the customer and passengers. Please consult the sales office for restricted areas and times.
8. Vehicles are not allowed on "logging" and other non-public roads, and selected highways such as the Apache Trail in Arizona. Please consult the sales office for restricted areas and times.
9. Due to restrictions on vehicle heights, propane gas and parking, vehicles with propane are not permitted to travel through any underground or underwater tunnels. Violations of these restrictions void any purchased damage deduction reducer (DDR) and customer may also be held liable for all damages and all other related expenses.

10. **On Road Problems:** If you experience mechanical problems or have equipment operation questions you should refer to the Rental Assistance Guide provided to you at the time of departure. If the problem persists or you have concerns, please call us at (770) 966-1551. Renter must call us for assistance to help with all concerns and mechanical problems. If renter does not call us with their concerns, we will not compensate renter for non-use of the RV, or any portion thereof, if the renter was unable to sleep, cook, or use the bathroom facilities in the RV. No reimbursement for out of pocket expenses will be paid to renter unless we have been made aware of the problem, and prior authorization has been given by us for same. Renter shall provide receipts of repairs to us upon return. If renter is at fault for any damages or mechanical failure, renter will be responsible for the entire contract amount, plus any loss of future rental income caused by the damages or mechanical failure.

11. **Smoking and Pet Policy:** There is No Smoking in any of the RVs. Pets are not allowed. If the RV is returned with smoke, pet hair or pet odor, additional charges will apply to the rental contract. **However, medically documented service animals are permitted in designated units with an additional non-refundable deposit of \$500.00 (bringing the deposit total to \$3000.00).**

12. **Renter Damage:** If the RV is returned with damage while the RV was in possession of the renter, renter is responsible to pay all damage costs whether the renter was at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). **If an accident occurs, renter is responsible for obtaining a police report, contacting the renter's insurance company and contacting us immediately at (770)966-1551.**

13. **Insurance. Renters and Authorized Drivers are responsible for alldamage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law**

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whetherprimary, secondary excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsuredand under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

14. **Renter(s) whose names appear on contract are the only authorized drivers.** If renter wishes to have additional drivers, renter must contact us for approval. If approved, additional drivers must obtain an insurance endorsement from their insurance company and provide it to us. All North Atlanta RV Rentals' policies and conditions apply to additional drivers. The primary Renter (name on contract) is responsible for all rental costs and any and all damages. Renters with an insurance endorsement will need to go through their insurance company for reimbursement. If damage amounts are substantial and a claim must be submitted, and renter is responsible for any and all damages, loss of revenue, or additional expenses not covered by insurance. Check in time may take up 2 hours if damage estimating is necessary. Please allow yourself enough time. North Atlanta RV Rentals will estimate the damage and expedite the repairs.

15. **Appliances:** The A/C, Awning, Radio, Microwave, TV, Satellite etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to the renter. For assistance, renters are advised to consult the Renter Assistance Guide provided at the time of departure. If problems persist, please call us at (770)966-1551.

16. **Tires:** Tires are the responsibility of the renter. In the event of a tire failure the renter is responsible for having the damaged tire replaced with the same type/size and bringing back the original damaged tire to North Atlanta RV Rentals along with a receipt for the new tire. Do not change the tire yourself!

17. **Dry Camping** is not advised: When the renter is "Dry Camping" (not connected to an external power source), problems will most likely arise due to a low battery or failure. The battery will continue to stay low until renter is connected to an external power source. North Atlanta RV Rentals is not responsible for the battery being low or any appliance

malfunctions of the vehicle due to dry camping, NO reimbursements will be given for "Dry Camping Malfunctions".

18. **Early Returns / Extending Rental Dates:** Renter is responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before they leave on their rental. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called North Atlanta RV Rentals for approval to extend, renter will be charged additional rental day(s), inconvenience fees, or loss of revenue whichever is greater.

19. **Parking/Traffic Violations:** Renter is responsible for reporting and payment of all parking/traffic violations at rental return. Non-reporting of parking/traffic violations breaches the Rental Contract and may result in an administrative charge of up to \$100 in addition to the traffic fines.

20. **Late Pick Ups:** No refunds will be given for late pickups.

21. **Mileage charges:** All rentals include 100 free miles per day. Additional mileage charges are 1-99 miles per day, \$.30/mile, 100-199 miles per day \$.60/mile, 200+ miles per day \$1.45/mile. Blocks of mileage may be pre-purchased at the rate of \$.35/mile

22. **Generator:** Charges All rentals include **4 free** generator hours per day. Additional hours will be charged at the rate of **\$3.00** per hour.

23. **Unit Availability:** North Atlanta RV Rentals is not responsible for any charges related to the non-availability of a unit for reasons beyond our control i.e. breakdown or late returns. We are only liable for the amount of deposit and/or any fees paid to North Atlanta RV Rentals.

24. **Towing:** Towing is not allowed unless pre-authorization is received by us. Additional charges may be levied depending on the trailer weight. At no time shall any towed vehicle exceed 3000 lbs total weight or 300 lbs tongue weight. The towing hitch will be locked unless you advise to the contrary.

25. **Exterior Storage** Storing items on vehicle roof or exteriors is NOT permitted.

26. **Compensation for lost travel time.** This is at the discretion of North Atlanta RV Rentals. We will work with you to determine any applicable reimbursements for lost travel time, break downs or malfunctions which occurred whilst on your trip.

27. **NO LIABILITY FOR PROPERTY:** North Atlanta RV Rentals shall not be liable for loss or damage to any property left, stored, loaded or transported by Renter or any other person in, upon, or by the vehicle, whether or not due to the negligence of North Atlanta RV Rentals, its agents and employees, at any time or at any place, including, without limitation, any of North Atlanta RV Rental's garages or locations, including any property repossessed in accordance with this Contract. Renter assumes all risk of such loss or damage and waives all claims against North Atlanta RV Rentals by reason thereof, and agrees to hold North Atlanta RV Rentals, its agents and employees harmless from and to indemnify them from and against all claims based upon or arising out of such loss or damage. North Atlanta RV Rentals shall not be liable for downtime whether caused by mechanical failure or lack of suitability of the vehicle for the Renter's purpose.

28. **WAIVER:** Forbearance on the part of the North Atlanta RV Rentals to exercise any right or remedy available hereunder upon the Renter's breach of any of the terms, covenants and conditions of this Contract or the North Atlanta RV Rentals's failure to demand the punctual performance thereof shall not be deemed a waiver:

- a) of such right or remedy;
- b) of the requirement of punctual performance; or
- c) of any subsequent breach or default on the part of Renter of any term or condition herein contained.

29. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties and shall be binding on their respective successors or assigns. This Contract may not be amended or altered except by a writing signed by both parties.

30. **JURISDICTION:** The parties agree to submit to the criminal and civil jurisdiction of the courts of Cobb or Cherokee County, Georgia for any civil dispute or criminal charge arising from this Contract. If charges are disputed with issuing credit card company, then Renter will be responsible paying all court costs associated with securing the rental charges, damages and any additional charges that resulted as part of the rental, including the costs of all collections activity, litigation, and all attorneys fees associated therewith.

31. **SEVERABILITY:** The parties agree that should any provision or part of this contract be deemed illegal or unenforceable by any court or other agency or authority, that the remainder of the agreement shall remain effective and enforceable.

32. **INDEMNITY:** Renter releases and holds North Atlanta RV Rentals, its agents and employees, harmless: (a) from all claims for the loss or damage to any property of Renter, or any other person, left in, on or about the vehicle and/or equipment, either before or after its return to North Atlanta RV Rentals, or on the North Atlanta RV Rentals's premises, without regard to any negligence by North Atlanta RV Rentals or any of its agents or employees. Renter shall defend, indemnify and hold harmless North Atlanta RV Rentals from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of the use or possession of the vehicle including, but not limited to, any and all fines, penalties and forfeitures imposed under any Federal, State, provincial, county, municipal or other statute, law, ordinance, rule or regulation; and (b) to the extent not covered by Renter's car insurance any claim of or liabilities to, third persons arising out of the abandonment, conversion, secretion, concealment or unauthorized sale of the vehicle by Renter or its drivers, agents or employees, or the confiscation by any government authority for illegal or improper use of the vehicle.

33. PROHIBITED USES OF THE VEHICLE:

- a) Vehicle will not be used or operated by anyone:
 - 1) Who is under 25 years of age;
 - 2) Who is not listed as an additional driver on the rental agreement;
- b) To carry persons or property for hire;
- c) In any race, test, or similar type contest or activity;
- d) In a careless or negligent manner;
- e) Under the influence of alcohol or narcotics;
- f) Outside the continental United States UNLESS WRITTEN PERMISSION HAS BEEN GIVEN BY NORTH ATLANTA RV RENTALS PRIOR TO RELEASING THE VEHICLE;
- g) For any illegal purpose or in the commission of a crime;
- h) Obtaining from North Atlanta RV Rentals by fraud or misrepresentation;
- i) Driven on roads other than paved roads, graded private roads or driveways;
- j) Loading vehicle beyond its rated capacity;
- k) Allowing more passengers than the vehicle has seat belts for, or is designed to carry;
- l) Taking the vehicle into MEXICO.

PROHIBITED USE(S) OF THE VEHICLE VIOLATES THIS AGREEMENT, VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW), MAKES RENTER RESPONSIBLE FOR ALL LOSS OR DAMAGE TO OR CONNECTED WITH VEHICLE, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO NORTH ATLANTA RV RENTALS'S EXPENSES, INCLUDING LOSS OF USE, AND ANY LEGAL FEES INCURRED.

NOTE:

Early Returns / Extending Rental Dates: Renter is responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before they leave on their rental. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called NORTH ATLANTA RV RENTALS, LLC for approval to extend, renter will be charged additional rental day (s), inconvenience fees, or loss of revenue whichever is greater.

By signing below you acknowledge that you have been given an opportunity to read the terms of the Policies and Conditions agreement before being asked to sign. Your signature permits us to process a credit card voucher in your name for all rental charges, vehicle damages, extra rental charges due to mileage, generator and dumping charges due under this agreement and the Policies and Conditions agreement. You also understand that there are no refunds for early termination. Additionally, your signature evidences your consent to pay the security deposit of \$750 for class C and \$2,500 for class A (\$3000.00 for Renters with service animals) which **will not** be returned if there is damage to the unit.

Renter will be charged the following on the attached credit card, as evidenced by Renter's initials.

(_____) **Damage Deductible Reducer x \$21.99 x day(s) or \$28.99 for Class "A" Deductible with DDR is \$750.00 for Class "C" and \$2500 for Class "A". and large luxury Class "A" is \$5000 when the DDR is purchased for "Highway" traffic accidents not associated with acts of negligence or reckless driving. If no DDR is not purchased then the deductible will be \$2500.00 for Class "C" and \$5000 for Class "A" and \$7500 for large luxury Class "A".**

() Dumping Tanks (otherwise we charge \$150.00)

() Unlimited Generator Fee \$24.95 x _____ day

Estimated total rental amount _____ **

**Please note that if the vehicle is returned with damages, this amount will change and the initial deposit will not be refunded.

Signature of Renter Date

North Atlanta RV Rentals Date

VEHICLE # _____

Vehicle Type _____

Check-out mileage: _____ Mileage included in contract: _____

Fuel level at pick up: F 3/4 1/2 1/4 Empty

(Vehicle must be brought back with the same fuel level as pick up or additional charges may apply).

Fuel level at Drop Off: F 3/4 1/2 1/4 Empty

Empty Additional Cost: \$ _____/gal Initials: _____

Current Generator Hour at pickup: _____ (4 hours of generator usage is included in rental, any additional usage will be charged at \$3.00 per hour)

Current Generator Hour at drop: _____ (4 hours of generator usage is included in rental, any additional usage will be charged at \$3.00 per hour)

Additional Cost: \$ _____ Initials: _____

Grey and Black & Fresh holding tanks need to be empty upon return of rentals, if not additional charges will apply in accordance with rental agreement. Each tank will be an additional \$50.00 per tank.

Grey and Black & Fresh holding tanks at drop: F Empty:

Additional Cost: \$ _____ Initials: _____

Damages at Pickup:
Please look over vehicle and mark any damages below or you will be charged for unmarked damage upon return of rental.



Renter's Initials _____

NARVR _____

Damages at Return:



Renter's Initials _____

NARVR _____