

# Maine Campers

## Recreational Vehicle Rental Agreement

Renter									
Address			City			State		Zip	
Driver's License No.		State		Exp. Date		Birth Date			
Employer			Address				Phone Number		
Renter's Insurance Carrier					Agent		Phone Number		
Additional Drivers:		Name			Age		License Number		
RV Type <b>VW Vanagon</b>		License Number			State <b>Maine</b>		Vehicle Number		
Time Out		Date			<b>Date</b>		<b>Deposits Received</b>		<b>Amount</b>
Time Due In		Date					Reservation Deposit		\$
Time Actual In		Date					Damage Deposit (cash or check only)		\$
Mileage Out		Mileage In							
Total Time		Total Mileage			<b>At Time of Check Out</b>			<b>At Time of Check In</b>	
Gas Tank Charge		GAL. @ \$		\$		Hours @		\$	
LP Tank Charge <b>N.A.</b>		GAL. @ \$		\$		Days @		\$	
Holding Tank Charge <b>N.A.</b>						Weeks @		\$	
Cleaning Charge						Est. Miles @		\$	
Gas Included <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Mileage Determined By:			Package Rental		\$		Package Rental
Maximum Occupants <b>4</b>		Manufacturer's Installed Odometer			Sub-Total		\$		Sub-Total
Generator Charge <b>N.A.</b>		Per Hour		In Total		Tax %		\$	
<b>See attached rental agreement terms and conditions.</b>					Gas Charge		\$		Gas Charge
Overtime		\$		<input type="checkbox"/> Daily		Whichever		LP Charge	
Posted Rate		\$ <b>25.00</b>		<input checked="" type="checkbox"/> Hourly		is Greater		Tank Charge	
<b>NO SMOKING</b>		Renter Accepts Responsibility for			Cleaning Charge		\$		Cleaning Charge
<b>NO PETS</b>		<b>\$1,000.00</b> Deductible per Occurrence			Generator Charge		\$		Generator Charge
							\$		\$
							\$		Total Tour Charge
							\$		Less Deposit
					Total Advance				Due at
					Charges		\$		Check In
					Less Advance				
					Payment Deposit		\$		Exterior Damage
					Advance				\$
					Payment Due		\$		Interior Damage
					Received By:				
					At Checkout				
					Return Hour is				Total Additional
					No Later Than:		AM PM		Charges
									\$
Your deposits may be credited against the rental charges due us.									
By signing below you acknowledge that you have been given an opportunity to read the Term and Conditions of this Agreement before being asked to sign. Your signature authorizes us to process a credit card voucher for all charges due us under this agreement, including later payment of any traffic, toll or parking violations assessed against the Vehicle.									
Renter					James A. Doolittle 15 Stimson St, Kittery ME 03904 USA DBA Maine Campers +1 207 240 6146				
Additional Driver					Date _____				

## MBA PRIMARY RENTAL AGREEMENT TERMS AND CONDITIONS

**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 rental company named on this form. "Authorized Driver" means you and any additional driver listed by us on this Agreement provided that each such person has a valid driver's license and, is at least 25 years of age. Only Authorized Drivers are permitted to drive the Vehicle. "Vehicle" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any reason due to damage to it or loss of it during this rental; Loss of Use is calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired, times the daily rental rate. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement.

**2. Rental, Indemnity and Warranties.** This is a contract for the 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 or our repossession of it. **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. Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we select, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for its safety and any damage to it until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with the same amount of fuel as when rented.

**4. Responsibility for Damage or Loss to the Vehicle; Reporting to Police.** Up to the deductible amount of our insurance policy, you are responsible for all damage to and for loss and theft of the Vehicle, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle, less any salvage we recover, on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, Loss of Use, Diminished Value and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

**5. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used: **(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of any drug or alcohol; (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (e) to carry persons or property for hire; (f) to push or tow anything, or to teach anyone to drive; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel; (i) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on unpaved surfaces, except at licensed public campgrounds; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by law; (n) when the odometer has been tampered with or disconnected; (o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (p) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (q) after an accident with the Vehicle unless and until you summon the police to the accident scene; (r) to transport an animal. **Sitting, standing or lying on the roof of the Vehicle is prohibited.****

**6. Insurance.** We provide comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence, for which deductible you are responsible. We also provide primary auto liability insurance that covers bodily injury and property damage with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Our insurance includes PIP or medical payments. Medical Payments are limited to \$2,000 or the minimum amount required by the law of the state whose laws apply to the loss—whichever is higher. Our insurance also includes no-fault, and uninsured/under-insured motorist coverage up to the minimum amounts required by the laws of the state whose laws apply to the loss. Coverage is void if you violate the terms of this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our insurance coverage. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is not covered by our insurance policies or that is in excess of our insurance limits.

**7. Charges.** You will pay us or the appropriate government authorities on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period during which you keep the Vehicle, or a mileage charged based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for additional drivers; (c) charges for the optional products and services you elected to purchase; (d) fuel and a refueling charge, if you return the Vehicle with less fuel than when rented; (e) applicable sales, use and other taxes; (f) all traffic, parking and toll fines, penalties, forfeitures, court costs, towing, impoundment and storage charges and other expenses involving the Vehicle assessed against us; if you fail to timely pay these charges to a public authority, you will pay us the fees plus our processing fee of \$50 per violation; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (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) a 2% per month late payment fee, or the maximum amount allowed by law (if lower than 2%) on all amounts paid after the date the Vehicle is returned; (j) all expenses we incur recovering the Vehicle if it is not returned as promised in this Agreement; (k) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason; and (l) a reasonable fee not to exceed \$350 to clean the Vehicle, if you return it substantially less clean than when rented.

**8. Deposit.** We may use your deposit to pay any amounts 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. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. 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.

**11. Miscellaneous.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under 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 the Vehicle is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

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