

Moose River Cabin and RV Rental's
P.O. BOX 506 STERLING AK 99672
WILLIAM 907-398-0700

RV Rental Agreement

Renter must be 25 years of age or older, debit card or credit card used for payment must be in Renter's name, Renter must have a valid driver's license, Renter must have full coverage auto insurance and liability coverage for rentals in their name and Renter must complete this Agreement and agree to all Moose River Cabin and RV Rental's Terms and Conditions attached below.

Last: _____ First: _____
Address: _____ City: _____ State: _____
Zip: _____ Home #: () _____ Mobile #: () _____ Driver's
License #: _____ Birth Date: _____ Email
Address: _____ Previous Renter?: YES / NO
(Circle one)
RentalPeriodStartDate: ____/____/____ CheckIn/PickupTime: _____(3pm unless
prearranged) RentalPeriodEndDate: ____/____/____ CheckOut/DropoffTime: _____(12
noon unless prearranged) Rental Location/Destination:

Total Travel Miles Allowed (75 miles per day) x amount of days = _____ Mileage
overage fee: \$1.00 per mile
Late pick up fee: \$50.00 per hour Pick up time is 3pm

ATTENTION: Covid-19 Moose River Cabin and RV Rental's is not responsible for any health or medicinal expenses. Our RV's are sanitized and cleaned to the best of our ability, if your concerned about your health and safety while using our RV's please use proper PPE and sanitize to your standards. We are not held accountable for any illnesses that may occur during or after the rental period.

Security Deposit: A security deposit (the "security deposit") is required for each RV Rental and due 7 days prior to the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the RV during the Renter's stay. If necessary, additional costs associated with missing or damaged items inside or outside the RV may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to Moose River Cabin and RV Rental's under this Agreement.

Reservations: For reservations made 30 days in advance, 100% of the total amount of your stay is due 30 days prior to your scheduled Rental Period Start Date and is Non-Refundable. All reservations are required to pay 50% of total Rental Agreement to reserve booking.

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Rescheduling: If you must cancel your reservation and you are within the 30 days of the Rental Period Start Date, you may reschedule your reservation for a fee of \$50.00. You must notify Moose River Cabin and RV Rentals of your desire to reschedule and pay the \$50.00 reschedule fee within 30 days of the Rental Period Start Date. The Deposit that you placed towards your cancelled reservation will be applied to your rescheduled reservation. You have one year from the date you pay the \$50.00 rescheduling fee to reserve and occupy a RV from Moose River Cabin and RV Rental's or you will forfeit your deposited amount.

Rental Amount: Rental amount will be on invoice.

I would like to reserve/ rent a RV from Moose River Cabin and RV Rental's. I understand that Moose River Cabin and RV Rental's must approve the Agreement before a reservation can be confirmed. If approved, I authorize Moose River Cabin and RV Rental's to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Moose River Cabin and RV Rentals have the right to cancel the reservation under this agreement. If I cancel my reservation more than 30 days prior to the Rental Period Start Date, I will be charged a \$50.00 cancellation fee. If I cancel the reservation less than 30 days prior to the Rental Period Start Date, the total rental payment will be nonrefundable. If Moose River Cabin and RV Rental's cancels the reservations for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 7 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by check.

Credit Card Number: _____ Expiration
Date: _____ Security Code: _____

Signature X _____

*Name on credit card must match name of Renter. Signature acknowledges Renter had read and agrees with Moose River Cabin and RV Rental's Terms and Conditions.

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Definitions: "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the Renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this agreement. "We", "our" or "us" means Moose River Cabin and RV Rental's. "RV" means the non- motorized camping trailer identified in this agreement. "Loss of use" means the loss of our right to use the RV 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 dare of damage to the RV until it is repaired or replaced times the daily rental rate.

Rental, Indemnity, and Warranties. This is a contract for the temporary use of the RV at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the RV from the Rental Location/destination agreed upon. Unauthorized movement of the RV will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the RV at your expense without notice to you if the RV is abandoned or used in violation of any applicable laws 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 RV. We make no warranties, express, implied or apparent, regarding the RV, no warranty of merchantability and no warranty that the RV is fit for a particular purpose.

Delivery: Delivery can be arranged and will be outlined in the Rental Agreement. Delivery fee is based on location: It is your responsibility to contact Moose River Cabin and RV Rental's to receive your scheduled delivery time, generally delivery times are between 2pm – 5pm.

Pick up / Drop off: Drop off and pick up time will be on invoice. If late dropping off the camper the renter will be charged a late drop off fee plus a fee if the next renter is effected by the late return.

Scheduled Late Return: A scheduled late return is \$10 per hour after 12 noon and must be pre- arranged.

Delivery/Set up/Pick up: We will deliver and set up the RV at the arranged location and or deliver the RV and do a walkthrough of proper set up/take down of the RV. Set up walkthrough will take about 1 hour, please allow enough time.

Valid Driver's License: An acceptable, valid driver's license issued from your country of residence must be presented at the time of rental. The driver's license must be valid for the entire rental period. If the driver's license is in a language other than English, an international Drivers Permit is recommended or other form of identification that we find acceptable.

Acceptable Forms of Payment: Payment for the rental may be made by cash, cashiers check, debit card/credit card via pay pal.

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We will accept personal checks for the first half of payment only if the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.

Cleaning Responsibilities: The RV should be returned in the same condition it was rented in. We provide a basket with cleaning items. If the RV is returned not in the same condition as the rental start date there will be a cleaning fee of \$50 per hour and taken from the security deposit. The cleaning fee is for washing the exterior and sanitizing the inside of the camper, washing walls, heater vents, not just the general cleaning.

Bedding: If bedding is rented from Moose River Cabin and RV Rental's please leave all bedding on the beds/couch and we will wash them. If damage is caused to the bedding/couch the cost will come out of the deposit. If stains occur during the rental period and items have to be dry cleaned the cost will come out of the deposit.

Prohibited Uses: Moose River Cabin and RV Rental's The following acts and or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the RV without legal process, and or legal action:

- The unauthorized towing, moving or other prohibited use of the RV;
- accessing or walking on the roof of the RV;
- not complying with all campground rules and regulations or state and federal laws;
- no use of the awning ;
- no fish inside the RV, we can provide coolers if needed;
- no smoking or vaping inside the RV;
- no pets inside the RV.

Personal Property: You release us, our agents and employees from all claims of loss of, or damage to, your personal property or that of any other person, that was left or carried in or in the RV or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

Personal Injury: You release us, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.

Smoking: There is NO SMOKING or VAPING in any of the RVs or rentals. If the RV is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and or repair.

Pet Policy: There is absolutely NO PETS in the RV. Any sign of pets will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and or repair.

Limited Supplies: It is your responsibility to ensure that the fresh water/grey water/black water holding tanks are emptied and maintained accordingly. It is your responsibility to charge the two 12 volt batteries. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period. Propane bottles will be full upon pick up and need to be filled before return. Dumping/refills upon request will be charged accordingly.

Generator: The RV has the option, with a fee, to use a gasoline powered generator. The Generator supplies 110 volt power to the outlets in the RV. The generator also supplies power to the RVs microwave oven and roof air conditioner. The generator can be used to recharge the RVs 12 volt batteries. The RV's generator is approximately 1 gallon when rented to you. It is your responsibility to refuel the generator if necessary. A fuel can may be provided for a fee. The generator needs to returned full. Any damage to the generator will result in a fee.

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Appliances: The A/C, generator, radio, microwave, television (when included), coffee pot, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance you are advised to consult Moose River Cabin and RV Rental's.

Renter Damage: If the RV and or the contents in the RV at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately. At check out, Moose River Cabin and RV Rental's will estimate the damage, if any, and expedite the cleaning and or repair.

Early Departures / Extending Rental Dates: You are responsible for reviewing this agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are No Refunds for early departures. If you do not vacate at the scheduled check out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.

Waiver: Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be changed.

Governing Law and Venue: This Agreement shall be interpreted and enforced according to the substantive laws of the state of Alaska without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Kenai, Alaska for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court in Kenai Alaska.

Severability : If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

Attorney's Fees: In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relied to which it is entitled.

Modifications: No term of this Agreement can be waived or modified except by a writing that we have signed.

Entire Agreement: This agreement constitutes the entire agreement between the parties regarding the rental of the RV and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

Insurance: The renter is responsible to have full coverage insurance for the vehicle towing the rented camper. The renter must provide proof of insurance and return the MBA Insurance form before the rental start date.

Refunds: No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

X _____ Date: _____
(Signature acknowledges that renter has read and agrees to the above Terms and Conditions)