

Renter must be 25 years of age or older and have a valid driver's license, and full coverage auto insurance in his/her name. Please read the following policies and conditions carefully. It forms any rental agreement you make with us. This agreement is made between Upstate RV Center Proprietor, ("we", "us", "our") and the Renter(s) ("you", "your") for the RV ("Recreational Vehicle", "Vehicle", "Motor Home"). Please read this agreement, print these pages, and bring them with you when picking up the RV. Keep a copy of this signed agreement with you in the RV. You are renting our private RV. Please treat it with the same respect as you would to your own home.

1.

Rental and Indemnity. 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 (see "Prohibited Uses" below). 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.

Rental Payment and Rates. The RV is rented on a daily basis at the amount of \$110/per day, from time of pickup to time of return. Minimum rental is three days, except during winter when it is two days. Estimated mileage (below) is part of this rental fee. **Your reservation will not be guaranteed unless we receive 50% of the total rental fee as a deposit.** We suggest using Priority Mail. This deposit will be due at time of reservation with the balance and security deposit due at time of pickup. If the reservation is made earlier than one week from your departure date the deposit can be paid by personal check. Personal checks are not accepted at time of pickup for the balance due. This must be paid by cash, money order, or bank check. You will also need to leave a security deposit of at least \$500 (\$750 for rentals of one week or more) before you leave with the RV.

Estimated Mileage. Payment for estimated mileage is made in advance, and is calculated as the difference between the total mileage from 1241 Rt 50 Ballston Spa NY to your destination and return, as estimated on google maps. Mileage will be charged at \$0.48 per mile. We will add any overpayment of estimated mileage to your security deposit refund.

Cancellations/Refunds. There are no refunds of your deposit should you decide to cancel the reservation. We will however, allow you to reschedule your reservation up to one year from the date of the original reservation. Should events beyond our control cause the RV you wanted to rent become unavailable during the times you wanted to rent it, we reserve the right to substitute an equivalent RV. If no RV is available to substitute, then we will return your deposit in full. See **Security Deposit** below for more information on security deposit refunds.

Smoking and Pet Policy. There is **NO SMOKING** in the motor home. If the Motor home returns with a smoke odor, renter will be charged additional fees to remove the smoke odor from the Motor home. Costs will vary. **PETS** are allowed in the Motor home at a fee of \$75 a pet with written consent of the proprietor. If cleaning is needed to remove pet hair and pet odor, the security deposit will be charged accordingly.

Preparation Fee. This includes a complete walkthrough and instruction of the RV and its equipment. We ensure that you start your trip with full tanks of gas, propane and water and sanitation chemicals. We also ensure that the vehicle has been cleaned and the holding tanks have been dumped. In addition we provide you with clean sheets, pillows, cookware, a coffee maker, paper plates, cups, bowls, plastic utensils, toilet paper and paper towels. The Preparation fee is \$75 and is paid at the time of rental.

Propane. We will provide you with a full tank of propane before you leave. If you need more propane during your trip, refueling is at your expense. We currently do not require you to return the RV with a full tank of propane.

Appliances. The A/C, TV/AV equipment, Awning, Cruise Control, Radio, Microwave, Washer, Refrigerator and Generator are considered convenience items. Should any malfunctions occur with any of these items during your trip, no compensation will be made to you.

Generator. Three (3) free hours per day are included in the rental fee, with a charge of \$4/hour thereafter. No refunds will be given on unused generator hours. Generator repairs are done locally by our service center mechanic in Ballston Spa NY. We will not pay to have it repaired during the middle of your trip: Competent and honest repair shops are few and far between.

Tires. Tires are the responsibility of the renter(s). In the event of a tire failure the renter is responsible for having the tire replaced with the same type of tire and bringing us a receipt for the new tire. Renter(s) must use a qualified service company to change the tire. We will reimburse you for a replacing a defective tire. We will not reimburse you for a tire damaged by your improper driving technique (for example: a right rear tire blowout caused by you scraping a curb).

RV Rental Pick Up & Return. Renter(s) must personally pick up & drop off the RV, unless other arrangements are made beforehand in writing. If you would like us to deliver and/or pick up the RV, we will charge you \$100 each way plus \$1/mile beyond the first 100 miles for delivery and/or pickup. Mileages are calculated from Ballston Spa NY to/from the drop off/pick up site. **The RV must be returned clean inside and out, both holding tanks dumped and full of gas before returning.** If the RV is not returned clean inside and out, a \$50 per hour cleaning fee (1hr minimum for washing the exterior) will be taken out of your security deposit. If the holding tanks are not empty at time of your return, we will charge \$30 against your security deposit. If the gas tank is not full, it will be refilled at the current price of gasoline in Ballston Spa NY and the cost deducted from the security deposit. EZ-Pass tolls will be printed and deducted from your security deposit.

Early Returns/Extending Rental Dates. Renter(s) is (are) responsible for looking over the rental contract to ensure that all rentals costs and rental dates are correct before they leave on their trip. If renter(s) wish (es) to extend their rental dates, renter(s) must call us at 518-227-4799 for approval. Should you fail to call us, and you are more than 8 hours overdue, we will ask the police to issue a warrant for unauthorized use of a motor vehicle. There are NO refunds for early returns. If renter does not return on their scheduled return date and has not called for approval to extend, renter will be charged additional rental day(s), inconvenience fees, or loss of revenue whichever is greater.

On Road Concerns. Please be sure you bring a cell phone on your trip. If you experience mechanical problems or have any equipment operation questions you should refer to the owner's manual provided. If the problem persists or you have concerns, call us right away at 518-227-4799. Renter must call us at the number above for help with all concerns and mechanical concerns. The RV has a bumper to bumper warranty for mechanical failures and full roadside assistance. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by us and receipts of repairs are given to us on return. If renter is at fault for any damage, or mechanical failure, renter will be responsible for all repairs, and any loss of future rental income. **Renter is responsible for checking the engine oil, generator oil, fluids, and coolant levels at each refueling.** Renter may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. Renter is responsible to change the engine oil for every 4,000 miles that they travel. Renter must provide us with the oil change receipt upon their return if they traveled 4,000 miles or more. If the renter(s) did not have the engine oil changed, the renter will be charged accordingly to have the oil change done on the vehicle. This currently costs about \$85

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 payment of the fines.

Prohibited Uses. The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. You agree that the Vehicle will not be used: a) by anyone who is not an Authorized Driver listed on this rental agreement, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; b) by anyone under the influence of alcohol, prescription or non-prescription drugs; 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 circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire; f) to push or tow anything; g) in any race or speed contest; h) to teach anyone to drive; i) outside the United States (except Canada, when authorized by us); j) **on any unpaved surface (except at a designated RV camping site)**; k) to transport more persons than the Vehicle has seat belts; l) to transport children without a federally approved child safety restraint or booster seat as required by state law; m) when the odometer has been tampered with or disconnected; n) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Vehicle would damage it; o) to use the vehicle in any illegal way p) to commit a willful, wanton or reckless act with the Vehicle. **Driving the Vehicle through an overpass without sufficient clearance or driving through a tunnel are also prohibited uses.**

Breach of Agreement. The acts listed in the above paragraph are breaches of this Agreement. If you breach this Agreement, you are liable for all damage to, or loss of, the Vehicle caused by your breach. You waive all recourse against us for any criminal or civil prosecutions that we may take against you that arise out of your breach of this Agreement.

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.

Renter Damage/Additional Drivers. If the RV is returned with damage while the RV was in possession of the renter, renter is responsible to pay all damage costs if the renter was at fault. If an accident occurs, renter is responsible for obtaining a police report, contacting us at 518-227-4799, and for payment of the insurance deductible amount. **Renter(s) whose names appear on the contract are the only ones authorized to drive the RV.** The renter(s) is (are) responsible for all rental costs and any and all damages not covered by insurance. If damage amounts are substantial and a claim must be submitted, the renter(s) is (are) responsible for any and all damages, including loss of revenue and additional expenses not covered by insurance.

Security Deposit. The security deposit will be refunded (minus any damage not covered by insurance, any unpaid parking/traffic fines, EZ-Pass tolls, dumping, cleaning, additional mileage, gas, missing equipment, other amounts owing), by check, within 10 business days after return of the RV. We may use your deposit to pay any amounts owed to us under this Agreement. The RV will be topped off with gas, if needed, and these amounts will be deducted from the security deposit.

Miscellaneous. No waiver by us of any breach of this Agreement constitutes 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 any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid

RV Rented (check one): 1998 Winnebago Minnie. Number of People Travelling: _____

Renter Name: _____ Drivers license # _____
Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

Renter Name: _____ Drivers license: _____
Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ e-mail: _____

Rental dates and times (mm/dd/yyyy hh:mm) from: ___/___/____ : ___ to: ___/___/____ : ___

Destination: _____	Rental Fee _____
A. Rental Fee: _____ days at \$ _110.00____ (day / week) (or agreed-upon flat rate)	
B. Mileage Fee: _____ miles at \$0.48/mile = \$ _____ Use Google Mapst to calculate distances between cities and towns – if less than zero, write “o” or “N/A”	Mileage Fee _____
C. Setup, Preparation and Walkthrough Fee is \$75	Setup Fee _____
D. Delivery Fee (\$100 <= 50 miles / \$125 <= 100 miles / \$175 <= 150 miles / \$225 <= 200 miles) Mileage begins and ends at our rental location. If you don't want delivery, write “o” or “N/A”	Delivery Fee _____
E. Pickup Fee (same as Delivery fee above). If you don't want pickup, write “o” or “N/A”	Pickup Fee _____
F. Total Rental Amount (Sum of A through E, above)	Total _____
G. Deposit Amount (1/2 the Total Rental Fee on line F. – Make checks payable to Upstate RV Center	Deposit _____
H. Balance due at pickup (the remaining 1/2 of the Total Rental Fee on line F.)	Balance Due _____
I. Security Deposit (due at pickup)	Security Dep. _____