

Hayes RV Rental Agreement

1. **RESERVATION:** A reservation down payment is required on all rental units: \$150 on Travel Trailers and \$200 on Motorhomes to secure your reservation. This will be applied toward your rental fee. WE REQUIRE AT LEAST 48 HOURS NOTICE TO RESERVE A RENTAL. However, during the summertime and holidays, it is best to make your reservations as far in advance as possible. We take reservations up to 1 year in advance. We will accept check, cash, or credit card (MasterCard, Visa, or Discover) for this down payment.
2. **PAYMENTS:** All rental charges must be paid in advance, or on the day, you pick up your rental.
3. **SECURITY DEPOSIT:** In addition to all rental charges, you will be required to leave an imprint of a major credit card (MasterCard, Visa or Discover) to serve as your security deposit. Your credit card will not be charged, provided the unit is brought back clean, gas tank is at the same level that you received the unit with, holding tanks are emptied, no damage was done to the vehicle, and all other terms and conditions have been met. If you do not have a credit card then you will be required to leave a personal check of \$250.00 made out to Hayes RV Center or Cash of \$250.00. At the time of the vehicle return, in the event of vehicle damage, an additional security deposit may be charged and used to remedy all repairs that are required to have the vehicle fixed and in normal operating condition. This includes, but is not limited to, out of service charges. Hayes RV has three business days to inspect the rental unit before your security deposit will be cleared. ***SMOKE DAMAGE/ ODOR WILL RESULT IN ADDITIONAL FEES*** .
4. **CANCELLATION POLICY:** If the rental is canceled from the time the reservation is made or up until 15 days before departure date, renter will receive a full refund of their reservation down payment. If the rental is canceled within 15 days of your departure date your reservation down payment will be refunded minus \$50.00 for processing fee.
5. **INSURANCE:** Customer agrees to maintain automobile insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: a. Bodily injury and property damage liability coverage; b. Personal injury protection, no-fault, or similar coverage where required; c. Uninsured / underinsured coverage where required, and d. Comprehensive and collision damage coverage extending to the rental vehicle. Customer's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because of the customer is providing automobile insurance, we are not. Hayes RV Center will need a copy of your vehicle insurance care at time of reservation. In states where the law requires us to provide insurance we will provide excess insurance only, unto the minimum limits required by the financial responsibility laws. The customers' insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. Where permitted by law, customer rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. Any breach of this agreement will void any insurance coverage available to Hayes RV Center.
6. **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, immediately filling a claim with your insurance company and contacting the rental agent at Hayes RV Center at 800-429-3778. The renter (Name on contract) is responsible for all rental costs and all damages.
7. **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, 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) to push or tow anything; e) in any race or speed contest; f) to teach anyone to drive; g) outside the United States; h) to transport more persons than the Vehicle has seat belts ; I) to transport children without a federally-approved child safety restraint or booster seat as required by state law; j) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect that further operation of the Vehicle would damage it; k) Driving the Vehicle under an overpass without sufficient clearance is also a prohibited use.
8. **RESPONSIBILITY FOR DAMAGE OR LOSS / REPORTING TO POLICE:** You are responsible for all damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminished value of the Vehicle's caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim whether or not you are at fault. You must report all accidents or incidents of theft and vandalism to the police as soon as you discover them. You must report all accidents involving the Vehicle to us within 24 hours of occurrence
9. **INJURY OR DAMAGE TO THIRD PERSONS OR THEIR PROPERTY / INSURANCE.** You are responsible for all damage or loss you cause to others.

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10. **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 of damage was caused by our negligence or was otherwise our responsibility.
11. **PREPARATION FEE:** Prep fee includes, a complete walk through and instruction of the RV, Rental Assistance Guide, The Auto Club (800 number for Nation Wide Road Side Assistance), propane tanks full, sewer hose, water pressure regulator, 30-amp/15 amp electrical adapter, sanitation chemicals and toilet paper. Prep Fee is \$50.00; this is for all of Hayes RV Rental Units and is non-negotiable.
12. **RV RENTAL PICK UP & RETURN TIMES:** Pickups are from 9:00 AM - 11:00 AM and 1:00PM - 4:00 PM Monday - Friday only. **NO WEEKEND PICKUPS or RETURNS.** You must schedule an appointment to pickup the rental unit. Allow at least 1 hour for our technician to show you the operations of the rental unit. If you are running late, **PLEASE CALL**, so we may reschedule your appointment. **PICKUPS ARE BY APPOINTMENT ONLY - NO EXCEPTIONS!!!** If you do not call and you are late for your scheduled pickup you will be charged a \$15.00 late fee, this may also result in you having to wait because of other rental pick-ups that are scheduled. **RETURNS:** You must return the rental by 2:00 PM on the return date, unless the rental department has approved other arrangements. Please allow about 30 minutes for the technician to check in the rental unit. No refunds on early returns. If the vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to the vehicle until we inspect it upon our next opening for business.
13. **BE PREPARED FOR YOUR PICK UP:** All drivers must have on file a signed MVR. You must have the actual credit card you wish to use. No personal checks will be accepted for final payment.
14. **ADDITIONAL DRIVERS / AGE REQUIREMENT:** All drivers must have prior approval, have signed a MVR record release, and have on file a current valid photo driver's license. All motor home drivers and all person's pulling a travel trailer must be 25 years of age or older. All MVR's ran will be charged \$8.00.
15. **TRAVEL AREAS:** Rental Units are not allowed into Mexico, Alaska or Canada.
16. **PETS:** Pets are allowed in the rental unit as long as the unit is returned the same way renter received it, free of pet hair and pet odor. If cleaning is needed to remove pet hair and pet odor, the rental contract will be charged accordingly. Costs will vary. However, if there is excessive pet hair, there will be a \$150 cleaning fee
17. **SMOKING:** There is NO SMOKING in all of our rental units. If the rental unit is return with a smoke odor, renter will be charged additional fees to remove the smoke odor. Costs will vary but could be up to \$700.00
18. **BREAKDOWN:** In the event the unit is in breakdown repair for more than 12 hours, our responsibility to the renter is limited to the refund of the daily rental rate. Items that are not considered a breakdown and do not constitute a refund are: Furnace, A/C, oven/stove, microwave, radio, TV/VCR, generator and cruise control.
19. **AWNINGS:** Most of our rental units have awnings. You will be properly instructed on how to use them. If you wish to use the awning, you will be responsible for the full amount of any damage.
20. **APPLIANCES:** The A/C, TV/VCR, DVD, Generator, Awning, Cruise Control, Radio, Microwave, 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.
21. **GENERATORS:** All motorhomes have generators. Generators will use approximately 1 gallon of gas per hour. Generators will not operate when the fuel level is below ¼ of a tank. There is unlimited generator use.
22. **MILEAGE:** All travel trailers come with unlimited mileage. All motorhomes will receive 100 miles free per rental day for rentals of less than one week in duration. On rentals of one week or more, you will receive free 150 miles per rental day. (ie: if you rent a motorhome for 5 days then you will receive 500 free miles). Anything over your free miles will be subject to a charge of .75¢ a mile.
23. **TRAVEL TRAILERS:** Travel trailers can only be pulled with a 2" ball that is mounted between 14-17 inches off the ground (as long as you have a 2" receiver, we can loan you a hitch that will best accommodate your vehicle). This trailer has Hydraulic Surge Brakes and weighs 3,200 lbs. **IF YOUR VEHICLE HAS THE BALL MOUNTED DIRECTLY ON THE BUMPER IT WILL BE TOO HIGH AND YOU WILL NOT BE ABLE TO PULL THIS TRAILER.**
24. **VEHICLE INSPECTIONS UPON RETURN:** Upon your return the RV is inspected for visible and obvious damage and/or lost equipment. A more thorough final inspection will be performed by our Rental Technician within a few days. If this inspection reveals any damage, you will be notified. We will immediately send you a damage notification and attempt to reach you by phone to discuss any additional charges.
25. **ON ROAD CONCERNS:** If you experience mechanical problems or have equipment operation questions you should refer to the Rental Assistance Guide provided to you in your rental unit. If the problem persists or you have concerns, please call us at 800-945-4239 during normal business hours. Renter must call Hayes RV for assistance to help with all concerns and mechanical concerns. No reimbursement for out of pocket expenses will be paid to renter unless prior authorization has been given by a member of the Hayes RV Center and receipts of repairs are given to Hayes RV 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, 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.

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26. **CLEANING:** You must return the rental unit clean AS IT WAS RECEIVED, or expect to be charged for cleaning. Interior must be wiped down, toilet and shower cleaned, floors swept or vacuumed, and the exterior needs to be free of mud and/or excessive bugs on the windshield. We do have convenience packages available, which allow you to return the rental unit without worrying about cleaning. This package also includes a TV/ VCR combo for travel trailers, and a bike rack for motorhomes (upon request), and is \$75 for trailers, and \$100 for motor homes. The cleaning package does not cover excessive cleaning. Motor homes must be returned with the same amount of fuel that vehicle had when you left, or you will be charged to fill the fuel tank.
27. **PROPANE:** All units come equipped with propane gas. You are not required to refill the tanks. Please do not remove the propane tanks from our units, if you remove one; there will be a charge to replace the tank. Removal of our tanks to use on something other than our rental unit can result in damaging the cylinder, and this too can be a charge to replace.
28. **TOWING:** Towing behind any of Hayes RV Center's rental units is prohibited.
29. **AVAILABILITY:** Hayes RV Center's ability to provide a rental unit is contingent upon and subject to its return by the previous renters and to no accidents or other causes beyond Hayes RV Center's control. If, for any reason beyond our control, the unit reserved is not available, Hayes RV reserves the right to substitute another unit. Should another unit not be available, Hayes RV liability will be limited to the refund of all refundable monies paid by lessee (the deposit).
30. **TRY BEFORE YOU BUY:** If you purchase any motor home or travel trailer from Hayes RV Center within 90 days of your rental end date, 1/2 of your base rental charge (excluding excess mileage charges, damages, prep fee and sales tax) will be subtracted from your purchase price, or may be used as down payment toward purchase of same type of unit.

Upon return, the vehicle will be inspected. The interior and exterior are to be clean and all personal belongings removed. Hayes RV Center will not be held responsible for items left in vehicles at time of return. Based on the condition of the rental unit at the time of return, the appropriated charges will be applied against the security deposit. In the case of damage to the unit, the proper documentation will be made at time of return. Allow at least a half (1/2) hour for check-in.

By signing below, renter agrees that any and all charges placed on their credit card are legitimate and authorized charges for the rental transaction they are completing, and hereby agree to not dispute these charges.

I have read, understand and agree to these terms and conditions.

Renter Signature

Date