

Renter must be 25 years of age or older and have a current valid driver's license. Please read the following policies and conditions carefully. It forms any rental agreement you make with us. This agreement is made between New England RV Rental, Shawnellen Krajcik, Sole 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.
2. **Rental Payment:** The RV is rented on a daily basis, from time of pickup to time of return. Minimum rental is four 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 Venmo or PayPal. This deposit will be due at time of reservation with the balance and security deposit due at time of pickup. You will also need to leave a security deposit of at least \$1,000 for rentals of four days or more) before you leave with the RV. **Personal checks are not accepted at time of pickup for either the balance due or the security deposit.** This must be paid by cash, venmo, money order, or bank check.
3. **Estimated Mileage:** Payment for estimated mileage is made in advance, and is calculated as the difference between [the total mileage from our rental location to your destination city (using city centroids) and return, as estimated on Google Maps (<https://www.google.com/maps>), and [100 free miles per day times number of days rented], times \$0.55 per mile.
4. **Cancellations/Refunds:** There are no refunds of your reservation 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 dates you wanted to rent it, we reserve the right to substitute another comparable RV. If no RV is available to substitute, then and only then will we return your reservation deposit in full. See **Security Deposit** below for more information on security deposit refunds.
5. **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. **NO PETS** are allowed in the Motor home, without written consent of the proprietor. There will be an additional charge of \$200 per pet.
6. **Preparation Fee:** This includes a complete walk-through 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. We also give you a brief driving lesson. **The preparation fee is \$100**, and due at time of rental.
7. **Propane:** We will provide you with a "full" (nearly full) tank of propane before you leave. A full tank registers about 3/4 on the propane gauge, as this is the point where the propane escaping from the pressure relief valve equals the propane being pumped into the tank. If you need more propane during your trip, refueling is at your expense. We do not require you to fill the propane tank on return.
8. **Convenience Items:** The TV sets, DVD players, Cruise Control, generator, Microwave, and A/C are considered convenience items. Should any malfunctions occur with any of these items during your trip, no compensation will be made to you.
9. **Generator:** Three (3) free hours per day are included in the rental fee, with a charge of \$3/hour thereafter. No refunds will be given on unused generator hours. Generator repairs are done locally by our service center mechanic. We will not pay to have it repaired during the middle of your trip: Competent and honest repair shops are few and far between.
10. **Tires:** Call us **immediately** if you have a problem with a tire. We have AAA Premier RV service. Open the glove compartment and call the number on the card so a truck tire technician can come out and replace the tire for you. We will cover expenses for tire replacement.
11. **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 pick up the RV, we will charge you \$100 each way plus gas for delivery and/or pickup. **For a delivery/pickup, Your mileage and gas begins and ends at our rental location in East Longmeadow, MA. 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 **\$25 per hour cleaning fee** will be taken out of your security deposit. **If the holding tanks are not empty and rinsed at time of your return, you will be charged \$50. If the gas tank is not full at time of return/pickup, it will be filled with gas and there will be a \$2/gallon surcharge added to the cost of the gasoline, deducted from your security deposit.**

Phone: 413 304-1122

Make payments to: Robert J Krajcik

Renter Initial \_\_\_\_\_

- 12. 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 the renter(s) wish(es) to extend their rental dates, the renter(s) must call us for approval. Should you fail to call us, and you are more than 12 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.
- 13. 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 call the phone number printed below. 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 may be held responsible for mechanical damage due to negligence in vehicle operation. Renter(s) going on long trips are responsible for checking engine oil and coolant level, and for having the engine oil changed for every 5,000 miles that they travel. Renter must provide us with the oil change receipt upon their return if they traveled 5,000 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. The renter(s) will be charged \$300 for the oil change.
- 14. Towing:** Towing is not permitted.
- 15. Parking/Traffic/EZ-Pass Violations:** Renter is responsible for reporting and payment of all parking/traffic/toll violations at rental return. Failure to report such violations breaches the Rental Contract and will result in an administrative charge of \$100 in addition to payment of the fines.
- 16. 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 transport undocumented immigrants; p) to commit a willful, wanton or reckless act with the Vehicle. **Driving the Vehicle through an underpass without sufficient clearance and driving the RV through a tunnel that prohibits hazardous materials such as propane are also prohibited uses.**
- 17. 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.
- 18. 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.
- 19. Renter Damage/Additional Drivers.** If the RV is returned with damage while the RV was in possession of the renter, renter is responsible for paying all damage costs. If an accident occurs, renter is responsible for obtaining a police report, contacting us at 413-304-1122, 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 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.
- 20. Security Deposit.** The security deposit will be refunded (minus any damage not covered by insurance, any unpaid parking/traffic fines/toll violations, dumping, cleaning, additional mileage, gas, missing equipment, other amounts owing), by check, within 30 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. A \$2/per gallon surcharge will also be deducted from your security deposit along with the cost of filling the gas tank.
- 21. 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 and enforceable.
- 22. Insurance:** You will need to get an insurance addendum for your trip through MBA Insurance. Here is the link: <https://mbainsurance.net/choice/trailers/index.php>  
Our policy number is: 01A303813

Phone: 413 304-1122

Make payments to: Robert J Krajcik

Renter Initial \_\_\_\_\_

**Rental Agreement**

**New England RV Rental**

RV Rented: \_\_\_\_\_ Number of People Traveling: \_\_\_\_\_

Renter Name: \_\_\_\_\_ Driver's license: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Renter Name: \_\_\_\_\_ Driver's license: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

Rental dates and times (mm/dd/yyyy hh:mm) from: \_\_\_/\_\_\_/\_\_\_\_ :\_\_\_ to: \_\_\_/\_\_\_/\_\_\_\_ :\_\_\_

Destination: \_\_\_\_\_ Phone where we can reach you: \_\_\_\_\_

A. Rental Fee: \_\_\_\_\_ days at \$\_\_\_\_\_ (day / week)  (or agreed-upon flat rate) Rental Fee \_\_\_\_\_

B. Mileage Fee Free miles: (\_\_\_\_ days \* 100 = \_\_\_\_\_)

Round Trip miles: \_\_\_\_\_ miles - Free miles = \_\_\_\_\_ \* 0.55/mile Mileage Fee \_\_\_\_\_

C. Setup, Preparation and walk-through Fee is \$100 Setup Fee \_\_\_\_\_

D. Delivery and Pickup Fees Delivery Fee \_\_\_\_\_

Note: mileage and gas begins and ends at our rental location. Pickup Fee \_\_\_\_\_

E. RI Sales Tax (7%) RI Sales Tax \_\_\_\_\_

F. Total Fees + Tax Total Fees \_\_\_\_\_

G. Deposit (1/2 total Fees on line F.) Make payment to Shawnellen Krajcik Deposit \_\_\_\_\_

H. Security Deposit. Security Dep. \_\_\_\_\_

I. Total Due at delivery/pickup Due at pickup \_\_\_\_\_

Delivery Address: \_\_\_\_\_

The gas tank is (circle one): F 3/4 1/2 1/4 E \_\_\_\_\_ (renter initial)

The propane tank is (circle one): F 3/4 1/2 1/4 E \_\_\_\_\_ (renter initial)

Odometer Out: \_\_\_\_\_ (renter initial)

Generator Out: \_\_\_\_\_ (renter initial)

I have been given a walk-through and understand how to use all the equipment on this RV. \_\_\_\_\_ (renter initial)

I have completed the Insurance Addendum. A copy is attached to this agreement. \_\_\_\_\_ (renter initial)

I have read, understand, and accept all the terms and conditions of this Rental Agreement. I also agree to return the RV cleaned (including refrigerator and bathroom) by the return date and time above with a full tank of gas. I understand that any damage to the vehicle not covered by insurance or warranty, unpaid tolls or parking fines, EZ-Pass violations, late fees, additional gas needed to fill the tanks, the \$2/gal gasoline surcharge, dumping the holding tanks and/or cleaning fees will be deducted from your security deposit.

\_\_\_\_\_  
(Renter) (Date)

\_\_\_\_\_  
(Owner) (Date)

**Phone: 413-304-1122**

**Make payments to: Shawnellen Krajcik**

**Renter Initial \_\_\_\_\_**