

Atlanta-RV-Rental Terms and Conditions

Travel Trailer and Pop-up

Pickup and Returns:
Southland Motorhome Center
4244 Sudderth Rd.
Buford, GA 30518

Mailing Address:
Atlanta-RV-Rental by Gwinnett Rental Properties, LLC
402 Spring Willow Drive
Sugar Hill, GA 30518
770 614 1881 Office/Cell
markspears@atlanta-rv-rental.com
www.Atlanta-RV-Rental.com

Tow Vehicle Requirements:

Pop-ups – All units require 2" Ball

Starcraft Venture - 4 Way Flat

Fleetwood Yuma or Coleman Cheyenne - 7 Way Trailer Connector with brake controller (Georgia Law requires brakes on all units over 1800lbs.)

Travel Trailer - Unit Weight - Under 5000lb, Towable with Full Size SUV or Full Size Pickup. Requires 2" Receiver Hitch and Trailer Brake Controller with 7-Way Trailer Plug installed prior to pickup. Ball Size - 2 5/16". Weight Distributing hitch available - see options.

We offer installation of all your towing needs. If your vehicle requires a trailer hitch or brake controller to be installed, please contact us ahead of time to schedule installation prior to pickup. If we inspect your vehicle ahead of time, we can install what you need. Call my technician Matt at 770-271-7502 to schedule any work needed.

1. RENTAL PERIOD: Per Rental Agreement, seasonal minimum Rental periods apply.

2. PICKUP INFO: All Departures and Returns are at Southland Motorhome Center, 4244 Sudderth Rd., Buford, GA 30518. All pick up and drop off times are by appointment. Typically pick-up time Mon-Fri - 1PM to 4PM, Sat – 12PM to 1PM. Vehicle is due back between 8AM to 11AM. A late charge of \$25.00 per hour will be enforced on all returns after scheduled time. REMEMBER – Other people may be waiting for the vehicle. Please contact our office if you are going to be delayed. There is no refund if rental is returned earlier than termination of rental agreement. The rental department is closed on Sundays and Holidays. No departures or returns are accepted on these days.

3. RATES AND ADDITIONAL CHARGES – See Motor Vehicle Rental Agreement

Rates Vary by season, see discount rate and information sheet provided.

Maximum Daily Rate - \$200 per night

Daily Rate includes 100 Miles, additional mileage charged at \$0.20 per mile.

4. RESERVATION DEPOSIT: Required on all rentals: Payment in full is due at time of reservation. **THE RESERVATION DEPOSIT IS NOT REFUNDABLE and will be applied to balance due at time off pickup.** There is a 30 day cancellation policy on all rentals and full payment is due 30 days prior to pick up. There are no refunds 30 days prior to pick up. For cancellations prior to 30 days, the cancellation must be in writing and are subject to a minimum-processing fee. All monies collected are non-refundable.

5. DAMAGE/CLEANING DEPOSIT: \$500 required at time of departure. Refundable within 10 business days of return providing the vehicle is ready for immediate rental to another client:

- 1. The renter must clean the inside and outside of the vehicle prior to return and Checklist provided must be completed. Exterior - \$150 Min. Charge, Interior - \$50 Min. Charge**
- 2. Unit must be opened and inspected for damages and all fabrics must be dry at return.**
- 3. Propane tanks FULL, provide receipts.**
- 4. The vehicle is not damaged or abused.**
- 5. Any known problems are reported.**

6. Propane tanks are released full and must be returned full. If not, the renter will be charged a \$50.00 service charge will also be levied to full the propane plus the cost of propane at COST .

7. A dumping fee of \$100 will be charged if the holding tanks are not empty upon return with **dump valves open.**

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8. PETS/SMOKING: Pets and/or smoking are not allowed in rental vehicles. If evidence of smoking and/or pet hair is found in vehicle, there will automatically be a \$250.00 minimum charge for pet hair and a \$500 minimum charge for smoking in order to clean and sanitize the rental vehicle. (This is for future renters who may have allergies.)

9. WINTERIZING FEE: Required on all winter rentals. This fee is not refundable.

10. PAYMENT: All fees are payable by **MAJOR CREDIT CARD ONLY. (MASTERCARD, VISA AMERICAN EXPRESS). WE DO NOT ACCEPT PERSONAL CHECKS.** Full payment is due prior to day of departure ie, balance of rental fee, security and cleaning deposits, estimated mileage charge, insurance waiver, winterizing fee, etc. Fees are subject to a State Sales Tax of 6% and a Processing fee of 3.5% .

11. REPAIRS: Occasionally repairs are needed even on new units. If this happens, call Mark Spears at 770 614 1881 and ask for advice. Roadside assistance will only be provided for vehicle mechanical breakdowns resulting in the vehicle being disabled. **Refunds will not be made without a receipt.** While every effort is made to provide the unit with all accessories in working order, sometimes this is not possible. Any non-functioning accessories will be disclosed at unit orientation.

12. PARKING: Limited parking is available for your personal vehicle, but Mark Spears and Southland Motorhome Center will not be responsible for safety of the vehicle.

13. DAMAGES TO VEHICLE: Customer responsible for any and all damages to vehicle. Special care must be taken to prevent damage to roof and awning. Trailers are not designed to carry weight on the roof. Therefore, sitting, standing, or walking on roof or storage of any item on the roof is not permitted due to possible damage. **Due to frequent and costly damage to awnings, the factory installed awnings are not for customer use. An additional charge will apply if awning seal is broken.** Awnings are susceptible to costly damage from wind; awning should be lowered in windy conditions and never be left out when away from the vehicle or at night. You are fully responsible for any and all damage to awning; it will not be covered under the MBA insurance policy. Damages to Tires and Vehicle from Tire Damage are considered a Road Hazard and are the responsibility of the renter.

14. ACCIDENTS/THEFT: If involved in an accident or theft you must notify dealer within 24 hours. A full written police accident report must be submitted to our management upon your return. Failure to comply will result in the forfeiture of your security deposit. Follow MBA Reporting procedures.

15. Proper identification, employment, credit references, and a valid driver's license must be presented when reserving a vehicle. **ALL INFORMATION WILL BE VERIFIED.**

16. ALL DRIVERS MUST BE 25 YEARS OF AGE.

17. Complete operating instructions and walk-through will be given at time of departure. Total time approximately one hour. A more convenient time may be scheduled.

18. We reserve the right to refuse any applicant.

19. TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE. Any additional terms will be disclosed at the time of the rental agreement is signed.

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20. 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. In the event Owner is unable to make Trailer available to Renter for the term of this agreement, all payments made by Renter for this rental shall be refunded, but Owner, and Owner's Agent shall in no event have liability beyond said refund. Owner reserves the right to substitute another Trailer should the original contracted for become unavailable and supply one that may be different from that ordered or from the vehicle pictured in brochures. Every effort will be made in such cases to supply a comparable unit. Rate will be adjusted consistent with the type of vehicle supplied. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

I have read, understand, and agree to all of the terms and conditions of the Gwinnett Rental Properties, LLC RV Rental Program. I also state that the information given by myself on this RESERVATION APPLICATION is true and correct. I understand that you will perform a credit investigation on my spouse and myself, and I hereby authorize you to receive information on my credit from others. The credit card listed above is issued in my name with the billing address the same as listed above. I also authorize you to charge my credit card listed above for the \$500 Reservation Application Fee and have read and understand that all or part of that fee may be retained by Gwinnett Rental Properties, LLC in the event of cancellation according to the cancellation policy stated above.

Renter Signature: _____ Date: _____

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MBA TOWABLE RENTAL AGREEMENT TERMS AND CONDITIONS ADDENDUM

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 business renting the towed Vehicle to you. "Authorized Driver" means you and any additional driver approved and listed by us on this Agreement. "Vehicle" means the non-motorized towed recreational vehicle identified in this Agreement and any vehicle we substitute for it. "Loss of use" means the loss of our right to use the Vehicle 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 date of damage to the Vehicle until it is repaired or replaced times the daily rental rate.

2. *Rental, Indemnity and Warranties.* This is a contract for 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. **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 specify, 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 the safety of, and any damage to, the Vehicle 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.

4. *Responsibility for Damage or Loss; Reporting to Police.* You are responsible all damage to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual retail cash value of the Vehicle if it is not repairable or if we elect not to repair it, loss of use, diminished value of the Vehicle 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 involving the Vehicle to us and the police within 24 hours of occurrence.

5. *Prohibited Uses.* The following acts or uses of the Vehicle are prohibited: **a) towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation;**

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(v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal materiel; (viii) outside the United States or Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xiii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) on unpaved roads; or, (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) damaging the Vehicle by sitting, standing or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing loudspeakers or other sound equipment on the exterior of the Vehicle;

6. *Insurance.* We provide no insurance on the Vehicle. We do not provide liability, comprehensive, or collision insurance.

coverage on the Vehicle. You must provide liability insurance coverage on the towed Vehicle through the personal auto policy covering your towing vehicle.

7. *Charges.* You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time for the period during which you keep the Vehicle; (b) charges for additional drivers; (c) charges for the optional services; (d) applicable taxes; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle, unless these expenses are our fault; (g) \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (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 5% late payment fee, or the maximum amount allowed by law (if lower than 5%) on all amounts paid after the Vehicle is returned; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed \$350 to clean the Vehicle, if returned less clean than when rented; (l) a dumping fee of \$50 if the Vehicle's waste or holding tanks have not been drained (valves open, caps off) by you prior to return of the Vehicle. We will not refund any of the time or mileage charges if you return the Vehicle earlier than the date or time due in.

8. *Deposit.* We may use your deposit to pay any monies 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. This Agreement constitutes the

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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 any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.
MBA Towable (1) 041405