

Mountain Side Gear Rental
15985 South Golden Road, Unit A Golden, CO 80401
(303) 955-2290 info@mountainsidegearrental.com

Trailer Rental Agreement (Terms and Conditions)

Renter must be 18 years of age or older.

Renter must have a valid driver's license and towing auto must be road legal (i.e., license plate tags current, current insurance policy).

Payment Methods: We accept Visa, MasterCard, American Express, and Discover cards for deposit and rental charges. Rental charges may be paid in cash at end of rental. Credit card used for payment must be in Renter's name.

Insurance: Renter may provide their own full coverage insurance and said insurance must be in their name and directly apply to the towing vehicle. Our insurance requires us to collect your policy information to include policy number, coverage limits, deductible amounts and any other information deemed necessary. We provide a low-cost option for an additional daily cost (see Optional Insurance below). Coverages provided by credit cards are not accepted.

Payment: Full payment for the rental period is required at time of reservation. Payment is non-refundable within 30 days of rental start date (date you are scheduled to pick up the trailer). There are no refunds of any kind for any reason within this 30-day period. Any reservation cancelled more than 30 days from rental start date will be refunded 50% of rental payment.

Deposit: A \$500.00 security deposit is required for each camping trailer rental and due at time of trailer rental start date. This is in addition to the rental payment. Deposit is retained throughout rental period and is refunded at end of rental provided the renter fulfills all terms and conditions of the rental contract. The deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the camping trailer during your stay or to any item within or on the trailer at the time of your trailer pick up.

Damaged or Missing Items: If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to your credit card that we have on file. Cost to replace any missing or damaged items will be at full manufacturer's suggested retail price (MSRP) for the identical item and is at the full discretion of Mountain Side Gear Rental.

Rental Period: Rental period begins at 3:00pm of rental pick up date and terminates at 12:00pm (noon) of rental return date. As reservation dates and times are made weeks and months in advance, we must charge an hourly late fee of \$75 per hour beyond 12:00pm (noon). For any reason of delay, we ask for an immediate notification to ensure proper communication with the next renter. Rental start dates, end dates and pick up and drop off times must be within posted operating hours of Mountain Side Gear Rental. If reservation is desired outside of these operating hours, please contact Mountain Side Gear Rental with your request at time of reservation. Additional fee's will apply to any request outside of our operating hours.

Propane Tank: Rental rate includes the initial fill of the tank. Any additional required propane needs are at renters cost. No refunds given for partially used tanks.

Cleaning Fee: Minimum charge of \$75 for any cleaning due to excessive dirt or mud on exterior of trailer and all trailer items on outside of trailer; dirt, food, mud or anything else within the trailer and camping tent; dirt, food and cooking residue, mud or anything else within the rear galley or any other place on or within the trailer.

Off-Highway Use: The trailers are constructed for use off-highway and non-paved or -improved roads; however, the renter must use their discretion when applying the trailer to these surfaces. Renter is 100% responsible for any damages or service claims while trailer is in your possession.

Keys: \$50 lost key replacement fee if key(s) are lost and/or not returned upon trailer return.

Security of Trailer and Property: Renter assumes 100% responsibility for safe operation and physical possession of the trailer and all property on and within the trailer at time of trailer pick up.

Optional Insurance: We offer insurance for an additional daily fee. Our insurance provides physical damage and loss coverage to the trailer, items within or mounted on the trailer, tent, and solar power system on the trailer. Security deposit will be applied to the insurance deductible of \$750 in case of claim for this optional insurance.

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 persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means JTH Endeavors (DBA: Mountain Side Gear Rental) and all related parties. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer 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 Trailer until it is repaired or replaced time the daily rental rate.

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 Driver's Permit is recommended or other form of identification that we find acceptable

Personal 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 was left or carried in or on the trailer or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility. 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 trailer. We make no warranties, express, implied, or apparent regarding the trailer, no warranty of merchantability and no warranty that the trailer is fit for a particular purpose.

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, or relatives, whether or not the injury was caused by use of the trailer, our negligence, or was otherwise our responsibility.

Smoking: There is **No Smoking** in any of the trailers or tents. If the trailer or tent 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: No pets are allowed in the trailer or the roof-top camping tent unless otherwise specified. If there is evidence of pets within the trailer or tent it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

Limited Supplies: We do not supply any supplies for your trailer.

Appliances: The oven, awning, radio, electric cooler, solar powered outlets, water storage, 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 contact us. We do everything we are able to do to help remedy the situation.

Renter Damage: If the trailer and/or the contents on and in the trailer 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. If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at (303) 955-2290. At check out, we may 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 returns. If you do not return 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 late fee's and/or rental day(s), and any inconvenience fees incurred by the next renter.

Entire Agreement: This agreement constitutes the entire agreement between the parties regarding the rental of the trailer 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.

Refunds: No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early returns. We will work with you on switching your dates in an emergency.

Full Name _____

Signature _____

Date _____