

## KIESLER'S CAMPGROUND AND RV RESORT

### ON-SITE CAMPER RENTAL AGREEMENT

This agreement is entered into by and between the undersigned, hereafter referred to as the "Renter," and Kiesler's Campground, Inc./SBKK LLC, hereafter referred to as "Kiesler's." The terms and conditions set forth in this document outline the agreement under which the Renter will utilize the services and accommodations provided by Kiesler's. By signing this agreement, the Renter acknowledges and agrees to comply with all terms, conditions, policies, and procedures as outlined herein.

#### **Payment Policy:**

- **Reservation Deposit:** A reservation deposit is required to secure your booking.
- **Balance Due:** The rest of the payment is due 30 days before your stay begins.
- **Security Deposit:** \$500 charged the day before check-in. The card used must match the reservation holder's name.
- **Basic Cleaning Fee is included:** See additional fees section for details. Please leave the camper tidy, with no food, trash, or personal items left behind.

#### **Security Deposit Details:**

- **Purpose:** Covers potential damages, theft, late check-outs, and any violations of agreement.
- **Inspections:** Conducted at check-in and check-out to assess any damages.
- **Charges:** Kiesler's may use the provided credit card or security deposit to cover damages and losses exceeding the deposit amount, including, but not limited to, cleaning costs.
- **Personal items:** Kiesler's is not responsible for any items left behind, including, but not limited to, personal items (e.g., phones, computers, clothes, etc.).

#### **Security Deposit Refund:**

- **Process:** The security deposit will be charged the day before check-in and shall cover any damages incurred, including, but not limited to, damages.
- **Inspection Period:** You agree to provide Kiesler's with no less than 7 days post-check-out to inspect for damages and another 5-10 business days to process any refunds. For extensive damages requiring quotes/repairs, this period may extend to 90 days.
- **Additional Charges:** In case of insurance claims, the Renter may incur charges beyond one deductible, depending on the insurer's assessment. Renter acknowledges and agrees to be responsible for multiple deductibles, and shall pay a processing fee which is chargeable against the deposit.

#### **CANCELLATION POLICY:**

- **30-Day Notice:** 2024 Camper Rental Cancellation Policy: Renter must cancel at least 30 days before the arrival date. Cancellations less than 30 days prior to the arrival date will not be refunded. A handling fee of \$30 will be deducted from the refunded amount.
- **No-Show Policy:** Renters and guests failing to arrive without cancellation notification (no-shows) will be charged the full balance of their reservation.
- **Early Check-Outs:** No refunds will be issued for Renters and guests who decide to check out before the end of their reservation period.
- **Weather:** Refunds will not be provided for cancellations or interruptions due to weather.

**Comparable Camper Policy:** In the unlikely event that the camper you booked is not available, Kiesler's may provide you with a similar one.

**Booking and Agreement:** The booking must be made under the name of someone with a valid credit card and valid ID, and this person is the only one who can sign the rental agreement. Kiesler's can refuse a booking or agreement at its sole discretion.

**Luxe Loft “LL”:** You must go up steeper than normal steps or a vertical ladder to access the beds.

**Awning Policy:**

- Use of the awning is discouraged due to risk of damage. In the event of damage to the awning, all damages are covered by Renter's security deposit.

**Smoking Policy:** Smoking is not allowed inside any rental unit, including, but not limited to, tobacco, cannabis, e-cigarettes, vaporizers, and illegal drugs. Renter agrees that any violations will lead to:

- **Cleaning Fee:** Up to \$750 for deep cleaning if smoking is detected; and
- **Damage Charges:** Costs for any smoking-related damages will be billed to your deposit or credit card.

**Pet Policy:** Pets are not permitted in rental units.

- **Fees for Violations:** If a pet is found inside a unit, up to \$750 for cleaning plus any cost for repairs.
- **Strict Enforcement:** Violating the pet policy could lead to extra fines and/or eviction without a refund.

**Compliance with laws:** Renters must comply with all laws.

- **Strict Enforcement:** Violating the Compliance with Laws policy could lead to extra fines and/or eviction without a refund.

**Additional Fees:**

- **Extra Cleaning Fee:** If the camper needs more than the usual cleaning, a fee of \$1 per extra minute spent cleaning will be charged against your deposit.
- **Processing Fee (10%):** This fee is added to any non-rental charges such as damages, lost items, or special handling of the security deposit.

**Dispute Resolution:**

- If you have a dispute, we'll work to resolve it efficiently, which may involve collecting evidence and coordinating with mediators.
- **Fee for Unresolved Disputes:** If a dispute you raise is not resolved in your favor, a fee of \$100 per hour spent on the dispute will be charged for our additional administrative effort.

**Responsibility for Damages or Loss:**

**Liability:** Renters shall indemnify and hold Kiesler's harmless for all damages, as well as attorneys' fees and costs, relating to their stay, including, but not limited to, any accidents, damages, and injuries to persons or property, including all damages caused by Renters' agents and guests. Without limiting the foregoing, Renter acknowledges and agrees that he/she shall be fully liable for any damages incurred to the rental property and its contents during the rental period, whether caused directly by you or by your agents or guests, including, but not limited to, physical damage to the rental property itself, as well as any damage to appliances, furniture, and other equipment provided for your use.

- **Exceeding Security Deposit:** If the cost of repairs or replacement for damages exceeds the amount held as a security deposit, Renter shall immediately reimburse Kiesler's for the additional expenses incurred to restore the rental property and its contents to their original condition.
- **Liability Waiver:** Without limiting the foregoing, Renter agrees that Kiesler's is not liable for any loss, damage, or injury to persons or personal property associated with the rental, nor for any inconvenience caused by temporary defects or interruptions in the supply of utilities (water, gas, electricity, plumbing).

**Renter's Age and Occupancy:**

- **Age Requirement:** The Renter must be at least 25 years of age and will occupy the rental unit throughout the entire rental period.
- **Occupancy Limitations:** By agreeing to this rental, you acknowledge and consent to the occupancy limitations as described when reserving. Occupancy beyond these limitations is subject to prior written approval from Kiesler's. Failure to adhere to these limitations without approval may result in penalties and termination of the rental agreement.

**Rental Agreement Acceptance:** When you rent from Kiesler's, you accept the rental property "as is," with all existing conditions and without any guarantees. Kiesler's and the property's owner specifically disclaim any warranties regarding the rental's condition or its suitability for any specific purpose, including the condition of the rental and its tires.

**Your Remedies:** Renter's exclusive and sole remedy for any issues or damages related to the rental use is limited to the total rental payment you made to Kiesler's under this agreement.

**Release and Indemnification:** By signing this agreement, you release and covenant not to sue Kiesler's relating to any claims for damages incurred by you or anyone else staying in the rental, including, but not limited to, includes injuries, replacement rental costs, travel expenses, or any loss of personal property.

**Assignment of Claims:** As part of this agreement, you hereby assign any claims you may have against any other parties related to the rental to Kiesler's.

By accepting the rental from Kiesler's, you acknowledge and agree to these terms, accepting the rental with all its existing conditions. You also agree that Kiesler's may amend this agreement from time to time, and that you have read, and fully understand, its terms as found at [www.kieslers.com/rentals](http://www.kieslers.com/rentals).

PRINT FULL NAME OF RENTER: \_\_\_\_\_

NUMBER OF OCCUPANTS – ADULTS: \_\_\_\_\_ KIDS: \_\_\_\_\_

SIGNATURE OF RENTER: \_\_\_\_\_ DATE: \_\_\_\_\_