

SMITH POINT MARINA Camper RENTAL AGREEMENT

This agreement constitutes a contract between the person(s) named on the contract and
SMITH POINT MARINA.

This agreement does not create a tenancy or residence.

RENTER NAME: _____

RENTER ADDRESS: (Include City, State, Zip)

RENTER HOME PHONE; BUSINESS PHONE; CELL NUMBER; E-MAIL ADDRESS:

RESERVED DATES: IN: _____ OUT: _____

NUMBER OF ADULTS _____; CHILDREN _____

Smith Point Marina, Inc. and Renter agree as follows:

1. RV SLEEPING CAPACITY: 4 Adults and up to 2 children (under 12)

You certify that you agree to the limitations placed on the number of persons permitted to occupy the premises, and unless prior written approval has been granted by Smith Point Marina, you agree to abide by such limitations: if not, you will be asked to leave with no refund. Above Renter is an adult and will be an occupant of the unit during the entire reserved period. Other occupants will be family members, friends or responsible adults. House parties are prohibited. Any complaints will be dealt with on an individual basis with additional Security Deposit required if situation warrants.

2. CHECK IN TIME IS 3:00 PM. EARLY CHECK IN IS ALLOWED ONLY WHEN THE PROPERTY IS CLEANED AND READY FOR OCCUPANCY AND PRIOR APPROVAL HAS BEEN OBTAINED (Extra Charge will apply for pre-approved early check-in). Keys will be ready for pick up at the Front Desk. Keys **WILL NOT** be issued with a balance owing or without a signed rental agreement in the owners, or owner's representatives, possession.

3. CHECK OUT TIME IS 11:00 AM. Due to time necessary to inspect, sanitize and clean the camper before the arrival of the next renter, **PRIOR APPROVAL FOR LATE CHECK OUT IS REQUIRED AND AN ADDITIONAL FEE OF \$25 PER HOUR (OR PORTION THEREOF) MAY APPLY.** Please leave keys and remote controls at the front desk. A \$50 per item fee will be charged for each lost key and remote control.

4. PAYMENT POLICY: A deposit equal to 1 day's rental fee is required to hold your reservation. All Payments may be made by Cash or Mastercard, Visa or Debit Card at the time of reservation. Any cancellations made within 7 days of arrival will be charged for the entire reservation and any balance due will be charged to the credit card on file.

5. CANCELLATION POLICY: A 1 day fee is forfeited for any cancellation, with no refunds 7 days prior to check-in. Additionally, no refunds will be given for cancellations of reservations during a holiday week (Memorial Day, 4th of July, or Labor Day) for early check-outs or no-shows. No Refunds will be given for cancellation or interruption that occurs due to inclement weather. .

6. SECURITY DEPOSIT of \$100 is required for all rentals. If paying by credit card please list number below

Card # _____

Exp # _____

Name on Card _____

Code # _____

The Security Deposit, whether by cash or held on credit card is provided as security against damage to the RV, theft, late check-out and violation of any renter's agreement contained in this Agreement. An inspection is done after each check-out for any damage done to real or personal property. The renter(s) shall be liable and solely responsible for any property damage, accident, injury to any person or loss sustained by any person or arising out of or in any way related to renter(s) use of the premises or the items of personal property provided by Smith Point Marina. Renter(s) hereby agrees to indemnify and hold Smith Point Marina harmless from any and all claims, including those of third parties, arising out of or in any way related to renter(s) use of premises or items provided therein. Renter(s) assumes the risk of injury or other losses relating to any recreational activities and will hold Smith Point Marina harmless with respect thereto. Renter(s) agrees to indemnify Smith Point Marina, Inc. for any damages to the dwelling, grounds, furnishings, and household items. In the event that damage result from a renter(s) occupancy, Smith Point Marina, Inc. is authorized to utilize the credit card on file or the cash security deposit to cover said damages or additional cleaning costs, including the charging or billing of any additional amounts that exceed the deposit held.

Smith Point Marina is not responsible for articles left on premises. There will be a \$10.00 charge in addition to shipping charges for handling the return of any articles found by housekeeping. Lost & Found will be held for 30 Days. After such time all items will be donated to charity.

7. CLEANING: Each property will be inspected, sanitized and cleaned after your departure. **YOU ARE REQUIRED** to leave the property in the same general condition that you received it by making sure the dishes are done and put away, floors are swept, counters are washed, trash is bagged and set outside, and the camper is generally picked up and ready to be vacuumed, dusted and sanitized. If additional cleaning is required, appropriate charges will be deducted from your security deposit at the rate of \$75 per hour.

8. NO PETS OR SMOKING ARE ALLOWED IN THE CAMPER. If evidence of pets on site or evidence of smoking inside the camper are found, Smith Point Marina, Inc. reserves the right to cancel your rental reservation and occupancy of rental with no refund plus charge

\$200.00 to treat the property for fleas and/or allergens. In addition, any damage caused by pets or smoking materials will be charged to your damage deposit or credit card on file.

9. NO MOVING OR TOWING of the Camper is allowed.

10. WHAT WE SUPPLY: The Camper is equipped to include items listed on attached Provisions sheet. EACH ITEM TAKEN FROM Camper WILL RESULT IN A CHARGE OF \$20 TO YOUR CREDIT CARD

11. WHAT YOU SHOULD BRING: Plan on packing your personal toiletry items, towels, bedding and pillows. Since we provide only a limited supply of toilet paper, paper towels, and other dispensable items to get you started, it may be necessary for you to restock these items during your visit. Sleeping accommodations are as follows: Full bed in master bedroom, fold down couch and fold down table and two bunk beds.

12. RENTERS LIABILITY: Renter agrees to accept liability for any damages caused to the property by Renter or Renters guests, including, but not limited to, damage to the RV in any way or damage to any appliances and/or equipment furnished. If damages are in excess of the security deposit being held, Renter agrees to reimburse Smith Point Marina, Inc. for costs incurred to repair/replace damaged items.

13. SLEEPING CAPACITY/DISTURBANCES: Renters and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: A.) Occupancy exceeding the sleeping capacity stated on the reservation confirmation. B.) Using the premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age. C.) Causing damage to the premises rented or to any of the neighboring properties. D.) Any other acts which interferes with neighbors' right to quiet enjoyment of their property, E.) Objectionable behavior or excessive drinking.

14. HOLD HARMLESS: Smith Point Marina, Inc. does not assume any liability for loss, damage or injury to persons or their personal property. Neither do we accept liability for any inconvenience arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing. Nor will Smith Point Marina accept liability for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond its control.

15. ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Smith Point Marina, Inc. from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to hold Smith Point Marina, Inc. free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If guest violates any conditions of this agreement, Smith Point Marina, Inc. may terminate this agreement and enter premises. Upon notice of termination of this agreement, Renter shall vacate the premises immediately. In the event Smith Point Marina, Inc. has to resort

to legal process to enforce rights under this Agreement, Renter shall be responsible for reasonable Attorney fees and costs. Renter agrees this contract is entered into in Northumberland County, Virginia, and consents to the personal jurisdiction of any proper court located therein.

**REMEMBER THAT YOU ARE RENTING OUR PRIVATE CAMPER.
PLEASE TREAT IT WITH THE SAME RESPECT YOU WOULD LIKE
SHOWN TO YOUR OWN HOME.**

RENTER SIGNATURE _____

DATE _____

LIST OF ITEMS IN THE CAMPER:

Tableware: 7 Knives, 7 Forks, 7 Spoons

Plates, bowls, mugs, plastic glasses, paper plate holders

Cooking Pots/Pans

Coffee maker

Flat Screen TV with DVD player

Colander

Cooking utensils

Decorative pillows - 6

Decorative lamp

Kitchen mat

Throw rugs

Dish towel

2 towels

Sheets