

501 Hume Street UNIT 3

sales@baysidesales.ca

Collingwood, Ontario L9Y 4H8

705-444-2834

**RENTER INFORMATION**

		Phone	Cell #
Address:	City:	Prov:	Postal Code:
Employer Name:		Employer Phone #:	
E-mail Address:		Birth (mm/dd/yy):	

**AUTO INSURANCE INFORMATION**

Drivers License #	Auto Insurance Company:
Auto Insurance Policy#:	Auto Insurance Broker:
Tow Vehicle (year/make/model):	Broker Address:
Tow Vehicle License Plate #:	Broker Phone #:

**RENTAL INFORMATION**

RENTAL UNIT: Travel Trailer, License #	Misc Info:
RENTAL TERM : Demonstration Appt. Date: (m/d/yr)	Time: a.m. p.m.
Rental Unit PICKUP: Date: (m/d/yr)	Time: TBA a.m. p.m.
Rental Unit RETURN: Date: (m/d/yr)	Time 12 p.m. (noon)
Destination:	Electrical Site: Yes No # of Persons Using Trailer:

I/We \_\_\_\_\_ (hereon referred to as the Renter) do hereby agree to enter into this contract to rent from *Bayside Sales* (hereon referred to as the Manager) a travel trailer described above (hereon referred to as the Rental Unit) for a period described above (hereon referred to as the Rental Term). In addition to the Renter, only the following person has been authorized to tow and operate the Rental Unit, and as such, they become a party to this Contract with the same Terms and Conditions herein as the Renter.

**RENTAL FEE'S**

Basic Rental Fee:		As per Bayside Rental Fees
Additional Daily Rate Fee:	\$	(# of Days x Rate of \$100.00)
<b>* TOTAL 'RENTAL' FEE:</b>	* \$	
Reservation <b>DEPOSIT</b> (500.00)	\$500.00	
Insurance Coverage Damage/Waiver Fee	\$10.00	As required: \$10:00 per day x 7 (# of Days)
Trailer Damage Security Deposit TDI	\$ 500.00	*CREDIT CARD ONLY* (Due Prior To/ On Pick Up Date)
<b>*TOTAL RESERVATION DEPOSIT</b>	* \$	<b>DUE AT BOOKING \$500.00</b> Cash ^ <b>PAID VISA \$</b>
Balance of Rental Fees:		<b>Due Prior To Trailer Pick Up</b>
<b>TOTAL RENTAL WITH TDI</b>		<b>PST/GST INCLUDED OF: \$ (13%)</b>

**TRAILER DAMAGE SECURITY DEPOSIT:** A trailer damage security deposit of \$500 is required to consummate this Contract, Payable by credit card. The Manager retains the option to terminate this Contract at any time and for any reason prior to receipt of this deposit. The security deposit will be held by the Manager and will be applied firstly to indemnify the Manager for any claims against the Rental Unit including costs to clean, repair, and or restore the Rental Unit to its pre-rental condition.

**Please read the Terms and Conditions on both sides of this Contract. They form part of this Rental Contract and by signing hereunder you agree to and be bound by all said Terms and Conditions.**

Signature of Renter: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bayside Sales \_\_\_\_\_  
(Manager or Designate)

Date: \_\_\_\_\_

1. **No Smoking in Units. No pets unless authorized by Manager.** Restricted use of **odor causing foods** when cooking. ie: Onions, bacon, fish.....etc
2. **Pick Up.** The Manager will have the Rental Unit (hereon referred to as the Unit) available for pick up at the agreed time stated on the front side of this contract.  
Unless otherwise agreed to, the Unit will not be available at any other times. No refunds or credit given for late pick up. At time of pick up, or at an earlier mutually agreed time, the Manager will conduct a demonstration session. The Renter and other persons listed on the front side of this contract, as approved to operate the Unit shall be present at the Manager's place of business for the demonstration session before taking possession of the Unit. At time of pick up, the Renter will provide to the Manager the balance of the rental cost plus the applicable security deposit. No Unit will be allowed to leave the Manager's premises until this amount is paid in full. Personal or postdated cheques are not accepted. *The Renter shall inspect the Unit and all its accessory equipment prior to taking possession of the Unit and shall note in writing all scratched damaged, dented, broken and/or missing parts, components and equipment.*
3. **General Trailer Condition.** At the time of pick up the Unit will be presented to the Renter with both the interior and exterior in a clean condition and with the water & sewage tanks empty. The Renter shall return the Unit to the Manager in the same clean condition it was in prior to the Rental Term, and with the water & sewage tanks empty or a min of \$100.00 will be charged plus tax. The Renter shall compensate the Manager for any interior or exterior cleaning, repairs, or restoration required to bring the Unit back to its pre-rental condition, at the Manager's shop rate of \$90 per hour (minimum charge \$50.00).
4. **Substitution of Rental Unit.** The Manger will use his best effort to supply the Unit described on front side of this contract. Should unexpected circumstances dictate otherwise, the Manager reserves the right to substitute the Unit with another similar Unit. If a similar unit is not available the only obligation and or liability of the Manager will be to refund all reservation deposit and insurance monies received, and void the Contract.
5. **Returning Rental Unit.** Unless otherwise agreed to in writing, the Renter shall return the Unit to the Manger's place of business, on or before the time and the date indicated on the contract. No refunds for early return. Upon return, the Renter shall set-up the Unit in full to allow for the check-in inspection. The Rental Term does not conclude until the Manager has completed the check-in inspection and has refunded the Security Deposit. The Manager reserves the right to postpone the check-in inspection due to inclement weather or on a Unit being returned at a time other than agreed time.
6. **Late Returns.** It is acknowledged by the Renter that the Unit may be under contract immediately following the Rental Term and a late return may cause liquidated damages and lost revenue to the Manager. The Renter shall notify the Manager immediately of any impending delay in returning the Unit. If the Unit is not returned to the Manager's place of business by the stated day and time, the Renter shall pay the Manager a late fee of \$150.00 plus \$50 per hour for each hour overdue. Furthermore, a Unit not returned by 8:00 pm of the return date will be reported to the appropriate authority as missing and or stolen unless the Renter provides advance notice of the delay.
7. **Drivers.** The Renter shall ensure that only approved drivers listed on the Contract shall operate the towing vehicle while towing the Unit and have a valid driver's license in good standing. No person under the age of 25 shall tow the Unit unless specifically approved in writing by the Manager.
8. **Destination.** Unless otherwise approved by the Manager, the Renter shall take the Unit only to the destination point indicated on the Contract, and at no time shall the Renter take the Unit out of the Province of Ontario.
9. **Unit Maintenance, Breakdown, Water Leakage, Accidents.**
  - a) **Maintenance** - Upon leaving the Manager's place of business with the Unit to begin the Rental Term the Renter shall thereon maintain the Unit and its accessory equipment in a safe and operational condition. The Renter shall inspect the Unit after each 4 hours of travel or 400 km, whichever ever occurs first, and every morning prior to departure. The Renter shall inspect and maintain the Unit during the Rental Term at their expense, including, but not limited to: tire pressures, electric brakes, hitch and ball assembly, safety chains, roof lid latches, doors and vents, tent canvas, internal appliances/ accessories and beds, and electrical wiring. The Renter is liable for any and all damages and expenses that result from Renter's failure to maintain the aforementioned.
  - b) **Breakdown** - Upon leaving the Manager's place of business with the Unit to begin the Rental Term the Renter shall thereon accept and assume the risk of mechanical or electrical breakdown of the Unit in any way during the Rental Term. The Renter shall notify the Manager immediately upon the discovery or occurrence of any breakdown, failure, damage, or emergency involving the Unit (hereon referred to as breakdown), or as soon as is reasonable due to the nature of the circumstances, and await further instructions from the Manager, otherwise the Renter shall assume full liability for the continued use of the Unit at the Renter's full cost. The Renter shall allow for sufficient opportunity for the Manager to provide instruction and or offer a remedy to the breakdown of the Unit. Upon failing to obtain further instructions from the Manager within 4 hours of the initial notification, or less if the nature of the circumstances constitutes an emergency whereby continued use of the Unit will cause further damage(s) or if personal safety is at risk, the Renter shall then immediately take the Unit to be inspected and serviced by a qualified recreational vehicle repair centre, or if tire related, to a qualified tire repair centre, otherwise the Renter shall be liable for all costs and damages, directly or indirectly caused by the continued use of subject equipment. The Renter shall obtain a written repair quote prior to authorizing the repair centre to perform any work. If the repair quote exceeds \$100.00 (CAN) then the Renter shall not authorize the repair until first approved by the Manager. No reimbursement in excess of \$100.00 (CAN) will be made to the Renter without first receiving authorization from the Manager. No reimbursement to the Renter shall be made without the submission of the original copy of both the repair quote and repair invoice. The Renter shall indemnify and save harmless the Manager from and against any claim of loss of time, opportunity, inconveniences, food, cost of meals, accommodation, transportation, and any and all other expenses resulting from such breakdown howsoever caused during the Rental Term.
  - c) **Water Leakage** - The Manager makes no claim that the Unit is completely waterproof from external storm water or water condensation (such as dew) entering the Unit. The Renter shall agree to accept that the Unit may experience water leakage during wet weather conditions and or internal condensation buildup during high humidity conditions during the Rental Term. The Renter shall indemnify and save harmless the Manager from and against any claim of loss of time, opportunity, inconveniences, food, cost of meals, accommodation, transportation, and any and all other expenses resulting from such water leakage howsoever caused during the Rental Term.
  - d) **Accidents.** The Renter shall notify the Manager immediately upon the occurrence of any accident or emergency involving the Unit, or as soon as is reasonable due to the nature of the circumstances. The Renter shall obtain the following information and documentation when involved in an accident involving the Unit and submit to the Manager upon the return to the Manager's place of business, as it applies to the severity of the accident: i) if reported to the local police, an authorized police report; ii) if not reported to the local police, to whom the Renter reported the accident other than the Manager; iii) names, addresses, and phone numbers of other persons involved in the accident; iv) the names and phone numbers of all witnesses; v) any other document and information pertinent to the accident and or emergency.

10. **Trailer Damage Insurance (TDI).** a) Upon the Renter satisfying the minimum qualifications for coverage of Trailer Damage Insurance (hereon referred to as TDI) as determined by the Manager and or his third party insurance broker in advance and prior to the start of the Rental Term, the Manager shall provide to the Renter physical damage insurance for accidental damage occurring to the Unit for **\$10:00 per day** during the Rental Term. The Trailer Damage Security Deposit of **\$500.00** (hereon referred to as TDSD) provided by the Renter shall be designated as the claim deductible payable by the Renter for any claim against the TDI for Unit damages. The assessment and evaluation of any physical damage to the Unit will be conducted by the Manager, or his designate, to determine the type, extent, and cost of damages. Purposeful, negligent, or intentional damages to the Unit shall not be covered by the TDI and the Renter shall be solely responsible for all repair costs to repair the Unit.

b) The Renter is responsible for the entire welfare and condition of the Unit, and for any losses or damages to the Unit while in the Renter's possession, custody, and control, such as, but not limited to, damages to: the exterior or interior, undercarriage, or any equipment upon or within the Unit. The Renter's possession of the Unit is deemed to be from the moment the Unit leaves the Manager's place of business to begin the Rental Term until such time that the Unit is returned to the Manager's place of business and the Manager completes the check-in inspection. The Renter shall notify and advise their insurance company/ broker that the Renter will be towing the Unit for the period of the Rental Term, and obtain in written form the relevant insurance coverage they may have with their insurance carrier, if any. Final inspections are mandatory.

11. **Non-Insured Trailer Damages.** The Renter shall indemnify and compensate the Manager for all damages that occur to the Unit while under contract to the Renter.

a) **Minor Damages** (less than \$500) - The Manager shall retain and deduct monies from the Trailer Damage Security Deposit (TDSD) to either repair damages to the Unit caused during the Rental Term, or, which in the Manager's sole opinion, represent the monetary depreciation loss of the Unit resulting from the damages.

b) **Major Damages** (\$500 - \$2,999) - The Manager shall retain TDSD in the event that the Unit experiences major damage while under contract to the Renter and whereby, in the opinion of the Manager, the repair cost may exceed the TDSD. The Manager shall issue an invoice to the Renter for the repair costs that exceed the TDSD plus any and all related causal expenses resulting from the damages, which may include but are not limited to: repairs to the exterior or interior, undercarriage, or any equipment upon or within the Unit; related Unit replacement purchases; travel time and mileage to inspect, view, and or retrieve the Unit at a travel time of \$50 per hour and \$0.50 per kilometer; towing fees; services performed by third parties; appraisal fees; lost revenue resulting from unit "down-time"; legal representation fees, court fees and charges; and any other related fees and charges as invoiced by the Manager. Payment for all invoices issued to the Renter is due immediately upon receipt of invoice or as stipulated on invoice.

12. **Traffic Violations/ Highway Toll Charges.** The Renter shall abide by the jurisdictional rules of the road at all times wherever traveling. All traffic violations charged against the Renter or against the Unit during or subsequent to the Rental Term are the responsibility of the Renter, including but not limited to: photo radar, speeding and parking tickets, unsafe towing related charges, and highway toll charges of any type. Further, the Renter shall be responsible for paying the full cost of all such fines, charges, penalties, and forfeitures imposed during the Rental Term. The Renter shall immediately reimburse the Manager for any costs, including legal fees, which may be levied against the Manager as a result of such violations, fines, fees, and or charges.

13. The Manager shall not be liable for any losses, damages, or expenses howsoever caused before, during, or after the Rental Term to any property being used, transported, or left in the Unit by the Renter, or to any personal damage, injury, or injury resulting in death, howsoever caused to the Renter or any other person using or being transported in or on the Unit before, during, or after the Rental Term. The Renter shall indemnify, defend, and save harmless the Manager, its employees and agents, from and against all actions, causes of action, proceedings, and claims brought against the Manager, based upon or arising out of such loss, damage, injury, and injury resulting in death.

14 All tow vehicles **must have** a 2" ball with a minimum Class II Hitch and a brake controller installed according to Ontario Regulations. Installation charges are the responsibility of the renter. Hitching and wiring **must be** in good working order. Any problems or adjustments must be repaired and the cost is the responsibility of the renter. Propane tanks provided are full at the time of pick-up. If more propane is required the Renter is responsible for any cost incurred.

15. Cancellations of your booking in less than 60 days will forfeit your reservation deposit of \$500:00 .Management reserves the right to alter this decision at any time.