

# COACHMEN RV CAMPER LEASE AGREEMENT

## 1. PARTIES

<b>COZY CAMP'N (Amanda Pronteau)</b> _____	<b>Lessee's name</b> _____
<b>Phone</b> <b>204-271-387</b> _____	<b>Phone</b> _____
<b>Email</b> cozycampn@gmail.com _____	<b>Email</b> _____
<b>Address</b> 279 Channing Dr _____	<b>Address</b> _____
Flin Flon MB _____	_____
R8A 1L2 _____	_____
<b>Date</b> _____	<b>Location to be delivered</b> _____

Cozy Camp'n and Lessee herein are referred to as "Party" and collectively as the "Parties with agreement as follows:

## 2. RV TRAILER

Herein is a **30ft Coachmen camper trailer**, recreational vehicle (RV) owned by Cozy Camp'n herein referred to as the "RV Trailer", with description as follows:

<b>Make</b> <b>Forest River</b> _____	<b>Model</b> <b>Coachmen</b> _____
<b>Year</b> <b>2014</b> _____	_____
<b>Vehicle Identification Number</b> <b>5zt2feub3ea014040</b> _____	

**2.1**  
Cozy Camp'n, after a thorough evaluation of the Lessee's rental application, hereby agrees to lease the RV Trailer described under Section 2 of this Agreement, subject to the terms and conditions as set forth under Section 5 of this Agreement.

**2.2**  
The Lessee wishes to lease the RV Trailer from, Cozy Camp'n after a thorough inspection of the RV Trailer overall condition, subject to the terms and conditions as set forth in this Agreement.

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## 3. LEASE TERM

### 3.1

The lease of the RV Trailer shall commence on \_\_\_\_\_ and shall end on \_\_\_\_\_, unless otherwise, this Agreement is terminated by either one of the parties due to breach of the terms and conditions of this Agreement or for any justifiable reasons.

### 3.2

Both Parties may renew this Agreement after the termination date, provided that the Lessee complies with the terms and conditions set forth herein and requested a written notice of renewal.

## 4. PAYMENT TERM

The Lessee shall pay a \$ **150.00** as a daily lease of the Vehicle, which shall be paid through **CASH OR ETRANSFER** on or before **TIME OF DELIVERY RENTAL**.

### 4.1

The Lessee understands that upon signing this Agreement, the Lessee shall pay a security deposit that amounts to \$ **100.00** which shall NOT be refunded by Cozy Camp'n. The Lessee acknowledges and understands that the cost of any man-made damages that are not covered by the Vehicle's insurance shall be deducted from the security deposit.

### 4.2

If the Tenant, despite constant notification of Cozy Camp'n, fails to pay the daily lease of the Vehicle within the due date, the Lessee understands that there shall be an additional late payment charge that amounts to \$ **100.00**. The late payment charge shall be added to the next daily lease payment.

## 5. TERMS AND CONDITIONS

Upon signing this Agreement, the Lessee understands and shall comply with the terms and conditions that come with the leasing of the Vehicle. The Lessee shall not:

- a) Smoking or vape in RV unit.
- b) Allow more than 9 persons to stay in unit.
- c) Allow any open flames under awning or within 8 ft of RV.
- d) Alter any part of the camper from original state as delivered.
- e) Transport the RV without arrangements made with Cozy Camp'n beforehand.
- f) Modify or alter any part of the RV TRAILER
- g) Vandalize RV unit in anyway.
- h) Sub-lease the Vehicle to any person or entity
- i) Remove any of the stocked items that are supplied with RV unit.
- j) Only battery powered candles should be used.
- k) Allow pets without notifying Cozy Camp'n beforehand.

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## 6. DELIVERY AND EXIT OF THE RV TRAILER

The delivery of the RV Trailer shall be on the same date on the commencement date. Cozy Camp'n shall provide the Vehicle's registration and one key to the Lessee. Prior to the turnover, the Lessee has the right to examine or evaluate the Vehicle again. After the termination of this Agreement, the Lessee shall return the RV Trailer in good condition along with the Vehicle's registration and one key to Cozy Camp'n with documented acknowledgment.

## 7. CHARGES

Upon signing this Agreement, the Lessee acknowledges and understands that the cost of any man-made damages that are not covered by the Vehicle's insurance shall be deducted from the Lessee's security deposit. If the cost of the damages exceeds the amount of the security deposit, the Lessee is obligated to pay the extra costs of the damages. Furthermore, the evaluation of the damages shall be executed by Cozy Camp'n duly accredited mechanic with the Lessee's presence as transparency of the evaluation.

### 7.1

If the RV Trailer is lost due to carjacking or any similar incident, the Lessee shall pay Cozy Camp'n the full amount of the Vehicle, provided that such loss has been reported to the local authorities with proper documentation.

### 7.2

In case the Lessee got into an accident due to reckless handling of the RV Trailer, the Lessee shall be fully accountable for the charges filed by the third-party.

## 8. INDEMNIFICATION

The Lessor indemnifies the Lessee from any liability or incidents that may arise due to the improper use of the RV Trailer. The Lessee also indemnifies Cozy Camp'n and holds harmless from any liability, claims, or expenses that may arise due to mishandling and improper use of the RV Trailer.

## 9. WARRANTIES

Upon signing this Agreement, both Parties has warranties, which are the following:

### 9.1

Cozy Camp'n warrants that the RV Trailer is in good running condition with no pending cases or records as evidence from any criminal cases. Furthermore, the Lessor warrants that its RV Trailer has the necessary permits and licenses for operation in Canada.

### 9.2

The Lessee warrants that it has the capacity, and knowledge to operate the RV Trailer. Moreover, the Lessee warrants that it shall comply with the terms and conditions of Cozy Camp'n as set forth in this Agreement, and it shall not own or interest any proprietary rights of the RV Trailer.

## 10. TERMINATION OF AGREEMENT

Both Parties have the right to terminate this Agreement. Cozy Camp'n may terminate this Agreement if the Lessee fails to comply with the terms and conditions in this Agreement. The Lessee may also terminate this Agreement with 30 days' notice will receive full refund, 7 days' notice will receive 50% refund . Before termination of this Agreement, the terminating Party shall provide written notice to the other Party. Afterward, each Party shall fulfil their obligations to each other.

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## 11. NOTICE

All notices concerning this Agreement, or any concern related to the RV Trailer shall be sent to each other's official email address or permanent address, depending on the urgency of the notice.

## 12. SEVERABILITY

If any provision of this Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

## 13. ATTORNEYS' FEES

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

## 14. MODIFICATIONS

No term of this Agreement can be waived or modified except by a writing that we have signed.

## 15. GOVERNING LAW

This Lease shall be governed by the laws of the Province of Manitoba

## 16. 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.

## 17. SIGNATURE

Prior to signing this Agreement, both Parties have thoroughly read and understand the terms and conditions set forth herein.

IN WITNESS WHEREOF, Seller has executed and delivered this Agreement on \_\_\_\_\_

**Printed Name**

**Signature**

**Date**

Cozy Camp'n  
\_\_\_\_\_

Amanda Pronteau  
\_\_\_\_\_

**Lessee's Printed Name**

**Lessee's Signature**

**Date**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_