

# Rules & Rental Agreement

Please make sure you understand the rules and ask if you have any questions about any rule or expectation.

1. **No Refunds for Early Returns:** If you return early, we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
2. **Fee for Late Returns or Late Pick Up:** There is a \$25 charge per hour for late pick up or late return. You will be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit. **NO EXCEPTIONS.**
3. **Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors.
4. **NO SMOKING:** Smoking (including cigars, pipes, drugs, etc.) in the unit forfeits your entire security deposit.
5. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
6. **Odors / Cooking:** We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as raw fish storage or cooking with heavy spices. If heavy odors are noticeable upon return extra cleaning charges will be applied.
7. **Travel Restrictions:** No travel allowed on any non-paved roadways such as logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park.
8. **Toll Roads, Red Light Cameras, parking tickets, etc.:** Parking Tickets, Mailed Violations, and Toll invoices are a major burden, and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 administration fee.
9. **Awnings:** We discourage the usage of the exterior awnings. This is for your protection because they are at a minimum of \$3,000 to replace. They can be damaged very easily due to weather or accidental misuse. Awnings **ARE NOT COVERED** by insurance. Damage to awnings, including damage while driving (tree, toll road, etc.) are 100% your responsibility and will exceed your security/damage deposit amount.
10. **Generators, Batteries and Dry Camping:** Generators are for running the electrical elements of the trailer. They are not "constant run" and are not designed or allowed to be used as primary power while you are camping by running them constantly for extended periods of time. If you desire air conditioning you need to use a campsite with RV electrical available to plug into. It is forbidden to run a generator overnight while sleeping in the unit due to the possibility of carbon monoxide poisoning. You must adhere to local and state requirements regarding generator hours of use and decibel levels. Trailer batteries deteriorate if drained below 50%. If you are dry camping (camping without hookups) and are not plugged into power, you must charge the trailer batteries to ensure the battery charge does not fall below 50% capacity.
11. **Security Deposit:** Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination to attend a prohibited event will result in forfeiture and total loss of your security deposit.
12. **Training/Pick Up:** When you pick up the unit, we will complete a pre-rental orientation of the unit that will take 30-60 minutes depending on any prior experience you have with a travel trailer. Picking up a travel trailer is not like picking up a rental car so please plan at least 30 minutes for this when you make your plans.
13. **Cleaning:** The trailer must be returned with a clean interior, exterior and empty tanks. "Clean" means as you received it. Excess cleaning requirements will incur additional cleaning charges at owner's discretion. A minimum cleaning fee of \$85 will be taken from your deposit if the trailer is not returned in the same condition as when you received it.

14. **Damage/Minor Repairs:** If the Trailer and/or the contents in the Trailer at the time of the pick up or delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company, and contacting Brandon Weeks immediately at 805-795-2661.
  - a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase a necessary item due to an equipment failure (sewer or water hose, etc.) the item you purchased, and the receipt must be surrendered upon return if you want reimbursement.
15. **Appliances and Accessories:** The A/C, awning, radio, microwave, television, jacks, 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 call the emergency contact, Brandon Weeks at 805-795-2661.
16. **Waste Holding Tanks:** Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra fees and possible repairs costs. If you do not flush the tanks, there will be a \$100 charge removed from your deposit.
17. **Personal Property:** You release Brandon and Lisa Weeks, and our agents 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, regardless of any party's responsibility.
18. **Personal Injury:** You release Brandon and Lisa Weeks, and our agents from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.
19. **Extra fees:** If you did not elect extra fees at the time of booking you can elect to have them deducted from your deposit.
20. **Waiver:** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party unless such waiver is in writing and signed by the party to be charged.
21. **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.
22. **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.
23. **Modifications:** No term of this Agreement can be waived or modified except by a writing that we have signed.
24. **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 in writing signed by all parties.

**I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.**

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Renter Signature and Date

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Renter Printed Name

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Renter Address and Phone Number