



# Cozy Camper Rentals LLC Agreement

## Cozy Camper Rentals LLC

NOT A RESERVATION CONFIRMATION

(aka CCRLLC) ***RV Rental Agreement***

Last updated: August 16, 2024

Please read this RV Rental Agreement carefully before consummating the rental of the RV.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity. Rental services are limited to those persons who are twenty-five (25) years of age and older in accordance with state and federal laws. By renting the RV, you warrant you are the requisite minimum age, and that you have the right, authority, and capacity to agree to and abide by these Terms.

### **Additional Definitions**

"We", "our" or "us" means CCRLLC.

"Authorized Driver" means the Renter and each driver listed on this contract who is permitted to drive the RV. Each Authorized Driver must have a valid driver's license, hold the applicable and appropriate vehicle insurance and be at least twenty-five (25) years of age.

"Charges" means the fees and charges that are incurred under these Terms.

"Rental Period" means the period between the time you take possession of the RV until the RV is either returned to or recovered by us and checked in by us.

INITIALS

**Reservation Deposit:**

An initial payment equal to 50% of rental fee is due at the booking of every booking. This amount will go towards your final payment. It is not refundable if your reservation is cancelled 9 days before your booking.

INITIALS

### **Security Deposit Terms and Conditions:**

CCRLLC requires a security deposit for the duration of the rental period. The Renter authorizes CCRLLC to secure the deposit via a credit card authorization hold. The funds hold will be retained on the credit card until the conclusion of the rental period. Upon the conclusion of the rental period, the retained funds will be released, subject to deductions for any applicable damage or usage fees. The authorization hold will be implemented automatically two days prior to the commencement of the rental period.

The security deposit must be provided to CCRLLC prior to the exchange of keys. To avoid charges to the credit card, Renter is advised to exercise due care of the vehicle during the rental period.

### **Additional Fees:** (Only if necessary)

- \$75.00 fee if unit is has any excessive cleaning needed. This includes but not limited to: dirty dishes, dirty toilet, trash left behind, excess amount of mud/sand in/on unit. Unit needs to have all dishes cleaned/put away, toilets need to be cleaned, and the floors need to be swept out. Trash must be removed from the units to avoid additional charges.
- \$1800.00 fee if the awning is damaged while the RV is in your possession. Awning may be used at campgrounds with prior permission from CCRLLC. Any damage to the awing is 100% the customer's responsibility, financially and otherwise. **Awning must be brought in at night, when away from the unit for any amount of time and in severe wind and weather.**
- \$450.00 fee if stabilizer jack that is damaged while the RV is in your possession.

### **Generators:**

Generators are available to rent if needed for dry camping. The generator is needed to charge the batteries and to operate anything that uses 120v. The generator should only be run for a max 5 hours per day. Generators are never to be put in mud or weeds. Always keep generator in a safe area like gravel or mowed grass to prevent a fire hazard. If a generator is returned not running, the renter will be charged for the repair cost. If a generator is lost/stolen the renter will be charged full retail price. All generators cost an additional \$2 per hour after allotted usage.

### **Propane:**

We supply two 5-gallon propane tanks per trailer. If you run out of propane, it is your responsibility to fill it up.

INITIALS

### **Payment & Fees:**

Cash, check or credit/debit card is accepted for the rental payment but payment by check must be made in full at least 14 days prior to ensure time for the bank to clear the check. All charges must be paid in full before delivery/pick up of the RV or cash paid at delivery. A 3% credit card transaction fee is charged for any credit card transactions on our website or phone payment.

### **Damage Reporting & Discovery:**

Please advise us when an item is damaged in our units. The renter is responsible for any damage/repair costs. This includes the parts cost, the labor cost, and employee drive time. We will NOT respond to any RV issues after 5pm. Any issues will be addressed the following day after 10am. CCRLLC has up to 5 days from the return of the unit to inspect the unit for damages and contact the customer. The credit card can be charged up to 5 days if any damage or issues are discovered.

### **Cancellation Policy:**

If you cancel the reservation (10) days before the rental date, you will be refunded 75% of the total rental costs. If you cancel (9) days or less before your rental date you will receive 50% of the total rental costs. NO EXCEPTIONS.

INITIALS

### **Check-in/Check-out or Pick Up times:**

The units are delivered/setup between 12pm-3pm (unless prior arrangements have been made). Check out is 10am for trailers. We are unable to deliver/meet customers after 5pm.

### **Cleaning Charges:**

- \$75.00 Excessive mess
- \$250.00 Pet Odors/Mess
- \$500.00 Smoke Odors
- \$100.00 Holding Tanks Not Empty
- \$25.00 Lost Keys
- \$75.00 Trailer Relocation

### **General Information:**

- **No smoking** is allowed in any rental units. Any smoke odors in the returned rental units will result in additional fees.
- **Cooking in the unit:** Food, grease or debris is never to be put down the kitchen sink or down any drain.
- **RV Toilet:** Only human waste and a reasonable amount of special RV toilet paper goes in the RV toilet.

- **No pets** are allowed in rental units unless prior arrangements have been made. Any pet odors in the returned rental units will result in additional fees.
- **No Ladder/Roof Access:** Some rental units are equipped with rear ladders. These are not for customer use. There is no reason any customer should be on the roof of the unit. Activity on the roof of the unit is prohibited.

**Dry Camping:** Please note that when dry camping (no hookups), the batteries may not last more than eight (8) hours without a generator. Without direct power, the outlets will not work, and the refrigerator may not get as cold as it does when running off electricity. The units have freshwater tanks between 30-50 gallons. It is the renter's responsibility to refill the freshwater if they run out while camping. The water pressure may be low when dry camping. Without direct water flow, the units may have low water pressure. A 50 gal tank will probably run out in under 15 minutes of usage at full water pressure. Conserve your water by using the campground bathrooms & showers or using paper plates.

**Travel Destination Restrictions:** Trailers may not be driven into Mexico or outside of California unless arrangements have been made with CCRLLC.

## **Release of Liability**

Customers will hold Lessor harmless from any and all fines, forfeitures and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Customer further agrees to indemnify and hold harmless the Lessor from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use, operation or possession of the rented unit. Unless prohibited by law, you release us from *any* liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle.

I and those I bring in contact with the unit in which I rented from Cozy Camper Rentals LLC shall hold harmless, other client owners. Cozy Camper Rentals LLC and its authorized agents and employees from and against all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from my rental unit during my possession extending to such time my use is finalized and cleared by Cozy Camper Rentals LLC, (including without limitations, latent and other defects whether or not discoverable by me or Cozy Camper Rentals LLC). This indemnity shall continue in effect at all times despite the return of the rental in before or after expiration of the contract terms whether by my formal request, Cozy Camper Rentals LLC or otherwise. It is agreed and understood that I may control the defense of any such claim.

By signing below, you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a credit voucher in your name for all rental charges due under this Agreement. Signature acknowledges that renter has read and agrees to the above policies, terms and conditions.

# COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims

INITIALS

## COVID-19 SAFETY INFORMATION:

While renting/using recreational vehicles owned or rented by the Cozy Camper Rentals LLC, ("CCRLLC") "social distancing" must be practiced and face coverings worn at all times when in the presence of anyone outside your family unit, to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, CCRLLC has put in place preventative measures to reduce the spread of COVID-19. However, CCRLLC cannot guarantee that its clients, their family, friends or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not rent from CCRLLC. By renting from CCRLLC, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

## DUTY TO SELF-MONITOR:

Clients and their guests agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact CCRLLC if he/she experiences symptoms of COVID-19 within 14 days before or after renting a recreational vehicle from the company.

INITIALS

## RELEASE AND WAIVER.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST COZY CAMPER RENTALS LLC, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY BOOKING.

**ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

1. Participation in booking includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the booking, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**MEDICAL ACKNOWLEDGMENT AND RELEASE.** I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the booking, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE RENTAL BOOKING.

LEGAL NAME

DRIVERS LICENSE # / STATE

X

---

X

---

Kacie Lopez, Cozy Camper Rentals LLC  
Owner