

# **Eclipse Attitude**

## **Rules & Agreement**

This “rules” list may seem like a lot, but I want to make sure you are fully informed and have no unrealistic expectations concerning your travel trailer rental. Most rental agencies have the same rules, I just want to be completely up front before you reserve and prevent any misunderstandings later. Please make sure you understand the rules and ask if you have any questions about any particular rule or expectation. Unfortunately, some customers will break rules or take things from the travel trailer if there are not fees upon return for doing so.

1. No Refunds for Early Returns: If you return early we do not refund the days you will not use.
2. 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.
3. NO SMOKING: Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit.
4. 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.
5. 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 such as curry or strong gumbo.
6. Travel Restrictions: The travel trailer is NOT allowed to travel. It is to stay in the spot it was delivered in.
7. Awnings: We discourage the usage of the exterior awning. 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 are 100% your responsibility and will exceed your security/damage deposit amount.
8. Pets: You MUST have approval from us before allowing a pet in the trailer. If we reach an agreement on having a pet, an extra cleaning fee applies. Many renters are allergic to pets so we must charge extra because it takes a lot of work to clean the RV after a pet has been in it to remove all the pet hair, dander, and sanitize every surface. Our current pet fee is \$100 for the entire rental period.
9. 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.
10. Training: When we drop off the unit, we will complete a pre-rental orientation of the unit that will take about 20 minutes depending on any prior experience you have with a travel trailer. If you are comfortable with the workings of trailers, you may waive this training.
11. Cleaning: Unless you select to add cleaning with your reservation, the coach must be returned with a clean interior and empty tanks. “Clean” means as you received it & ready for another rental. If you pay for cleaning, the coach does not have to be returned clean, however it cannot be “trashed” or so dirty

that it is filled with trash or dirty beyond what is reasonable for a vacation. If you elect to add the cleaning it is a \$150 fee.

12. Waste Holding Tanks: Waste holding tanks must be emptied prior to return & valves left OPEN. When we pick up the unit we will close the valves which is our way of making sure the tanks are empty. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee. Feminine hygiene products must NOT be put in the toilet. After reclosing the tanks, place a treatment pod into the toilet and flush. If you don't want to flush the tanks you can select the dump fee below.
13. Damage/Minor Repairs: If the Trailer and/or the contents in the Trailer at the time of the 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 Candice Hernandez (626)806-8371.
  - a. All 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 an item necessary due to an equipment failure (sewer or water hose, ice chest, etc) the item you purchased and the receipt must be surrendered upon return if you want reimbursement.
14. Appliances. The A/C, generator, 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, Johnny Hernandez at (626)806-8371.
15. Personal Property. You release Candice Hernandez and Johnny Hernandez 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, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
16. Personal Injury. You release Candice Hernandez and Johnny Hernandez 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 or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.
17. 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.
18. 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.
19. 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.
20. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.

21. 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.

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

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Owner Signature and Date

## SELECTION OF EXTRA FEES

Initial items you would like.

\_\_\_\_\_ Cleaning fee: I do not want to clean the trailer upon return - \$150\*\*

\*\*\*Please note item 11 in rental contract\*\*\*

\_\_\_\_\_ Dump fee: I do not want to perform the final dump and flush of the sewer system - \$50

### FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.

\_\_\_\_\_ KEY REPLACEMENT \$50 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

\_\_\_\_\_ SHORE-POWER ELECTRICAL CORD REPLACEMENT \$150 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD

\_\_\_\_\_ SEWER HOSE REPLACEMENT \$150 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

\_\_\_\_\_ CLEANING \$150/HR (1HR MINIMUM) FOR ANY EXTRA CLEANING REQUIRED AFTER RETURN. THE TRAILER SHOULD BE RETURNED IN THE SAME CONDITION AS IT WAS AT DROP-OFF.

\_\_\_\_\_ SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.

\_\_\_\_\_ PETS AUTHORIZED IN WRITING AT TIME OF BOOKING OR OTHERWISE ARRANGED ARE WELCOME IN MY TRAILER FREE OF CHARGE. SHOULD ANY DAMAGE OCCUR BECAUSE OF YOUR PETS YOU ARE RESPONSIBLE INCLUDING, BUT NOT LIMITED TO, URINE OR WASTE STAINS, CLAW/SCRATCH/CHEW MARKS, DAMAGE TO FURNITURE, EXCESSIVE CLEANING FEE.

\_\_\_\_\_ A \$300 FEE WILL BE ASSESSED FOR EACH UNAUTHORIZED PET.

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Renter Signature and Date

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Renter Printed Name

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Owner Signature and Date

\_\_\_\_\_The following items have been provided at no additional cost for my enjoyment and comfort. I understand that if any of the items are missing or damaged, upon the return of the trailer to the owner, I am responsible for the replacement cost of the item plus shipping and tax.

#### Exterior Items

- ☐ 2 Wheels Chocks
- ☐ Hitch Lock
- ☐ Fresh Water Hose
- ☐ Water Filter
- ☐ Elbow Connector
- ☐ Water Pressure Regulator
- ☐ Surge Protector
- ☐ Power Cord

#### Interior Items-Bathroom

- ☐ Trash Can
- ☐ Bags for trash can
- ☐ Toilet Brush and Holder
- ☐ Toilet Bowl Cleaner
- ☐ Mop
- ☐ Broom
- ☐ Black Tank Pods (Use when you have emptied black tank and are ready to prep the toilet for your future use)
- ☐ Towel Rack

#### Interior Items-Bunk Area

- ☐ Waterproof Mattress Covers held on by suspenders
- ☐ Swiffer
- ☐ Swiffer Mop
- ☐ 3 Televisions with remote controls

#### Interior Items- Kitchen Under Sink

- ☐ Cleaning wipesDish Soap
- ☐ 1 Sponge
- ☐ Dish Strainer
- ☐ Trash Bags for Kitchen Trash Can
- ☐ Duster
- ☐ Grill Pans

#### Interior Items- Top Kitchen Cabinets

- ☐ Silverware Set 8 of each, forks, knives, and spoons
- ☐ Assorted pots and pans
- ☐ Measuring cups and spoons
- ☐ Cutting Board
- ☐ Assorted items for grilling, tongs, spatula, etc
- ☐ Wine opener
- ☐ Single cup coffee maker (pod)
- ☐ Coffee condiment organizer
- ☐ Trash Can

#### Interior- Bedroom

- ☐ Waterproof Mattress Cover
- ☐ Comforter set for master bedroom
- ☐ Sheet sets for garage beds