

Twisted Coastal RV Terms & Conditions

The following Terms and Conditions must be initialed and signed as part of our Rental Agreement. This document shouldn't be printed, as it will be available for review as needed – please sign and return if you agree to the terms.

1. **Definitions:** “Agreement” means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. “You” or “your” means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our” or “us” means The Twisted Fisher LLC, doing business as Twisted Coastal RV. “Tent” means portable shelter made of cloth. “Trailer” means the non-motorized camping trailer identified in this Agreement. “Motor Home” means motorized vehicle equipped like a trailer for camping. “Loss of use” means the loss of our right to use the Tent, Trailer or Motor Home for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the unit until it is repaired or replaced times the daily rental rate.
2. **Rental, Indemnity, and Warranties:** This is a contract for the temporary use of the Tent, Trailer, Generator, or other items offered by Twisted Coastal RV. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Tent, Trailer or Motor Home. We make no warranties, express, implied or apparent, regarding the rental item; no warranty of merchantability and no warranty that the unit is fit for a particular purpose.
3. **Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made separately in advance by the renter prior to delivery.
4. **Check In:** Delivery times are generally between 9:30 a.m. and 3:00 p.m. daily. It is your responsibility to call us on the Rental Period Start Date to check in with our office and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis.
5. **Delivery / Pick up:** At the time of delivery, we will provide you with an orientation to show you the safe and proper use of the Tent, Trailer, Generator, or other rented equipment and its features. The rentals will include instruction booklets which will explain the operation of features. The orientation process can take up to one (1) hour – please allow yourself enough time. There are no refunds for early departures. The unit must be returned without damage and the inside must be clean prior to check out (trash removed, floors swept and countertops wiped. Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card.
6. **Valid Driver’s License:** An acceptable, valid United States issued ID must be presented at the time of rental. The ID may be a Government photo ID, military ID, or Passport.
7. **Age Requirements:** The minimum age to rent an RV from Twisted Coastal RV is 25 years of age. **The person renting the unit should be with the unit throughout the rental period – not renting it for others. YOU are responsible for it.**
8. **Insurance:** We will provide the Texas State Minimum liability coverage insurance for your rental unit. It is built into our rental rates. Careless damages will NOT be submitted to our insurance, and you will be responsible for those types of damages.

9. **Awnings:** We do allow usage of the exterior awnings, however any damage to the awning or awning fabric will be at the renter's expense. The fabric is a minimum of \$300. The awnings are \$1200 to replace (up to \$5000 for the automatic ones) and can be damaged very easily due to weather or accidental misuse. Damage to awnings is 100% your responsibility and could exceed your security/damage deposit amount.
10. **Acceptable Forms of Payment:** Payment for the rental may be made by debit card with either the Visa or MasterCard logo, or credit card with either the Visa, Mastercard, Discover, Diners Club or American Express logo.
11. **Taxes:** A 10% Texas Rental Tax will be added as required under the Texas Sales Tax Laws.
12. **Personal Property:** You release us, our agents and employees 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 Tent, Trailer or Motor Home or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
13. **Personal Injury:** You release us, our agents and employees 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 Tent, Trailer or Motor Home, our negligence, or was otherwise our responsibility.
14. **Smoking:** There is Strict No Smoking Policy in any of the units. If the RV is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.
15. **Pets:** We allow pets, but 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 only \$50 for the entire rental period. PLEASE be responsible with your pet as "good" pets have caused significant damage to our units when left unattended – for instance claws are known to puncture the upholstery and damage linens.
 - *Pets are not allowed on furniture and under no circumstance are linens or towels to be used for pet bedding
 - *Pets are not to be left unattended inside a unit at any time uncrated – If you choose to, please be aware that power can be inconsistent at some RV parks and if a breaker trips, extreme weather and Texas heat can be deadly to your pet in a short amount of time.
16. **Limited Supplies:** Most trailers and motor homes come equipped with standard supply of water tanks – approximately 40-55 gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity, either 2 thirty (30) or twenty (20) pound tanks of propane, and two (1) fully charged 12-volt battery. In the event you have secured a beach rental, or are camping somewhere without septic hookups, we will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period unless you purchase the service. These luxuries are what set RV'ing apart and running out during your stay isn't very pleasant. So please, either plan to maintain these resources yourself or plan to purchase this convenient service. You can always call us if you find yourself in need.
17. **Appliances:** The A/C, 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 consult the informational material in the Trailer/Motor Home or contact RV Rentals of Texas. Beach rentals should utilize the generator at all times necessary to avoid sea spray and humidity in the RV appliances and electronics.

18. **Towing: NOBODY should be hauling or moving trailers at any time.** If an emergency occurs, contact us immediately for assistance.
19. **Renter Damage:** If the RV and/or the contents in the RV 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 us immediately. At check out, Twisted Coastal RV will estimate the damage, if any, and expedite the cleaning and/or repair.
20. **Early Departures / Extending Rental Dates:** You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.
21. **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.
22. **Governing Law:** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Texas without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Austin, Texas, or the federal court located in Houston, Texas for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Austin, Texas or the federal court located Houston, Texas.
23. **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.
24. **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.
25. **Modifications:** No term of this Agreement can be waived or modified except by a writing that we have signed.
26. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the rental of the Tent, Trailer, or Motor Home 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.
27. **Accidents:** In the event of an accident, the very first thing you should do is call for or render medical aid to any person needing medical attention. Call the closest police/state patrol office and have an accident report taken at the time and location of the accident. A copy of this report must be provided to both RV Rentals of Texas when the vehicle is returned, and to the proper insurance carrier within 7 days of the date of the accident. The accident must be reported to your insurance carrier within 24 hours.
28. **ALWAYS** have fun and remember why you are here... enjoy the coast and live easy. Let us help make it happen.

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www.twistedcoastalrv.com