

RV Rental Agreement

This rental agreement ("Agreement") is made effective as of Fri Feb 11, 2022, by and between **Glamis Dunes, LLC**, ("Company") and

First & Last Name

("Renter"). The parties agree as follows:

VEHICLE: Company, in consideration of the rental payments provided in this agreement shall provide the recreational vehicle ("Vehicle") for use by the Renter.

RENT: Rental rates are available on our website, and will be confirmed via electronic booking form which shall list the rental items, prices, and any additional options purchased.

RESERVATION DEPOSIT & CANCELATIONS: To reserve your rental, We require a reservation deposit payment of 25% of your rental estimate. The 25% deposit will be applied toward the rental balance. Cancellation requests will be processed according to our cancellation policy:

- up to 2 weeks in advance of the rental start date will receive store credit for the entire 25% deposit.
- up to 2 day in advance of the rental start date will receive store credit for half of the 25% deposit.
- 1 day in advance of the rental start date or same-day cancellations will forfeit the 25% deposit with no store credit (no exceptions).

Glamis Dunes, LLC reserves the right to cancel bookings based on circumstances out of Glamis Dunes, LLC's control; including but not limited to: missed/late returns, equipment damage, inability to prep, weather related issues, act of God, ect.

DURATION: The rental period shall be as listed on the emailed booking form. Renter must return the Vehicle(s) to our rental office or other location we specify, or vacate trailer in the event of a delivery/pickup rental, on the date and time specified within the rental booking documents, and in the same condition that renter received it. If rental documents do not state a return time, it is understood that the return time is before closing. If the Vehicle(s) is returned after closing hours, Renter remains responsible for the safety of, and any damage to the Vehicle(s) until we inspect it upon Company's next opening for business.

LATE ARRIVALS: You must arrive for check-in on the first day of your rental before close of business. If you are running late, we may be able to accommodate an after hours delivery, depending on staff availability. If staff is available to deliver after hours, the following fees will be assessed:

\$50- Arrival time from 5-30 min after close.

\$80- Arrival time up to 1hr after close.

\$140- Arrival time up to 1.5hr after close.

\$200- Arrival time up to 2hr after close.

\$260- Arrival time up to 2.5hr after close.

No trailers are delivered 3 hours after closing. No refunds will be provided for a trailer that is unable to be delivered due to your late arrival.

CHARGES: Renter agrees to pay Company based on current rental rates, booking invoice, or charges from appropriate government authorities, on demand for all charges due Company under this Agreement, including but not limited to:

1. Charges for optional products or services Renter elects to purchase.
2. Fuel, (if applicable) if Renter returns the Vehicle(s) with less fuel than when rented.
3. Loss of, or damage to, the Vehicle(s) which includes the cost of repair, or the replacement of the Vehicle(s) if the Vehicle(s) is not repairable, or if we elect not to repair the Vehicle(s), plus all administrative expense incurred in processing the claim, all in accordance with California Civil Code § 1836.
4. Cleaning cost if the Vehicle(s) if excessively dirty.
5. Dumping of the Black or Grey tanks, unless service purchased in advance
6. Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Company elects to repossess the Vehicle under the terms of this Agreement.
7. Attorney's fees associated with any dispute regarding but not limited to: credit card chargebacks, collections, suits, or action related to any provision of this agreement.

SECURITY/DAMAGE DEPOSIT: A security/damage deposit will be held in the amount of \$500 dollars. The Company may use your deposit to pay any amounts owed to us under this agreement. This includes but is not limited to damage to the RV, Travel Trailer, Toy Hauler, Generator and/or any additional extra items associated with your rental. **If the amount of the security deposit is insufficient to satisfy all amounts due, the Renter agrees to pay all charges in excess, either by cash or authorized use of the credit card provided.** The deposit may be held up to (7) seven business days after return of unit to Company to allow for assessment of additional costs as set forth in this agreement. Company shall notify Renter at return, or during the following business day should equipment be returned after hours, of any suspected new damage or of the potential for additional charges. Should any damage be discovered, expected to exceed \$300, the full amount of the security deposit will be withheld until all repairs are made; timeframe for the partial refunds of security deposit withheld for damages varies depending on parts availability and shipping speed. Every effort is made to repair equipment within 30 days.

Renter's responsibility for damage to the rented vehicle is not waived if the damage was caused when the vehicle was:

- a) Operated in a willful, wanton or reckless manner;
- b) Operated while under the influence of drugs or alcohol;
- c) Used to tow or push anything;
- d) Operated on unpaved roads where the damage is a direct result of driving on unpaved roads;
- e) Used for commercial hire;
- f) Used in connection with any conduct that could properly be charged as a felony;
- g) Used in a speed contest or driver training activity;
- h) Is operated by someone other than an authorized rider;
- i) Operated outside the United States; or, j) If the renter provided fraudulent information to obtain the Vehicle or provided false information at the time of rental, and the rental company would not have rented the vehicle if it had received true information.

CREDIT CARD DISPUTES & CHARGE BACKS: We will prosecute fraudulent credit card charge backs/disputes to the full extent of the law. By executing this agreement renter agrees to waive my right to file a dispute or chargeback with renter's credit card issuer for any reason. Credit card payments under this rental agreement complete a contractual obligation and financial commitment to pay for rental charges (payment for rental of equipment and company's services), damage renter causes to equipment (security/damage deposit), & scheduling commitments provided to Renter (Reservation Deposit). No Refunds of any kind are issued, and renter expressly agrees to pay for a reservation scheduling commitment, damage to equipment, rental rates as shown on electronic booking invoice, and any other charges or fees due to Company based on the contents of this rental agreement.

Renter and Company agree to participate in private third party arbitration in the event of any disputes regarding this rental agreement, security/damage deposit, reservation deposit, rental fees, or any payments made to the company. The prevailing party in such mediation shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of office staff, attorneys, and accountants. A charge back on Renter's credit card is not considered private arbitration. Any rental & damage charges owed to Company are due in full at rental pickup/delivery.

In the event of a credit card dispute/chargeback, Renter's rental balance is considered unpaid as of the rental pickup/delivery date. Company shall impose interest charges at 8333% interest per month (10% per year) or the maximum amount allowed by law (whichever is higher) on Renter's unpaid balance. Renter's unpaid balance is determined by the rental payments, damage charges, any new charges, minus any undisputed payments made to Renter's account. Disputes/Chargebacks will incur a minimum **\$350 administrative fee** added to Renter's outstanding balance.

LIABILITY INSURANCE: Renter is responsible for all damage or loss you cause to others. Renter has provided us with an insurance binder indicating that Renter has vehicle liability, collision and comprehensive insurance covering Renter, Company, and Vehicle. Since Renter has auto liability insurance, Company provides no liability insurance. Company holds an insurance policy for the vehicle that **will not** cover the Renter from liability incurring from an accident. Renter will maintain an insurance policy covering all liability, comprehensive, and collision coverage for the Company's vehicle(s), as well as the towing vehicle (if applicable).

RENTAL, INDEMNITY, AND WARRANTIES: This Agreement is a contract for the rental of the Vehicle(s). We may repossess the Vehicle(s) at Renter's expense without notice to Renter, if the Vehicle(s) is abandoned or used in violation of law or this Agreement. Renter agrees to indemnify Company, defend Company, and hold Company harmless from all claims, liability, cost and attorney fees incurred by Company resulting from, or arising out of, this rental and Renter's use of the Vehicle(s), Renter's guests, Renter's known or unknown third party operation of Vehicle(s) and any other third party. **We make no warranties, express, implied or apparent regarding the Vehicle(s), no warranty of merchantability, and no warranty that the vehicle(s) is fit for a particular purpose.** Inspection and testing of all rental equipment is available at pickup location. We encourage you to take advantage of this courtesy. Company does not guarantee, assume responsibility, or make representations of the performance of said equipment. Renter holds Company harmless and indemnifies us from all claims and liability from injury or damage resulting from the use, storage or transport of the equipment during the period of your rental.

NOT A GUARANTEE: Company does not guarantee equipment against failure of any kind. Company shall not be responsible for any losses, damages, claims, or liability of any kind resulting from or related to any failure of equipment.

RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for all damage to the Vehicle, missing equipment, and Company's administrative expenses connected with damage claim in accordance with California Civil Code § 1836, regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the Vehicle and all damages due to vandalism that occur in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Vehicle. Renter is responsible for damage due to vandalism not associated with theft of the Vehicle. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Vehicle to us within 24 hours of occurrence.

TITLE TO GOODS: The equipment is, and shall at all times be and remain, the sole and exclusive property of Company and the Renter shall have no right, title, or interest therein or thereto except as expressly set forth in this lease. Use: Renter will use the rented equipment in a careful and proper manner. No alterations, improvements or additions may be made to the equipment.

PERSONAL PROPERTY: Renter releases Company from all claims for loss of, or damages to, your personal property or that of any other person, that was left or carried in Vehicle.

CONDITION OF VEHICLE(S): Company shall provide the Vehicle(s) in clean and operating condition. Service to the Vehicle(s) or replacement of parts during the rental must have Company's prior approval. Renter must check and maintain all fluid levels and tire air pressure during the rental period. Electronic inspection form & digital photos will be taken at pickup to document rental unit condition, any damage to the unit(s) will be the responsibility of the renter. **Renter is responsible for flat tire & damage caused by tire failure. (See rental user guide)**

DRIVING RESTRICTIONS: The Vehicle shall not be towed, or driven outside the Continental United States or Canada.

SMOKING: No smoking is allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

EARLY RETURN POLICY: Company does not give refunds or credit for early return of equipment. We suggest that you review your rental dates carefully before signing the rental agreement.

APPLIANCES: RV Air Conditioners are typically capable of dropping interior temps by ~20 degrees compared to the outside ambient air temperature. Camping during extremely hot weather (over 100 degrees) can be extremely uncomfortable. Hot weather can cause generators to overheat and malfunction. Running the rooftop AC excessively can also cause the unit to freeze up and malfunction. We will not be held responsible for malfunctioning generators and AC units in extremely hot weather. We offer diesel generators as an upgrade if you would like the most reliable power option available.

MISCELLANEOUS: A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under the Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this agreement does not constitute a waiver of any other provision of this Agreement. 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. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. Company may elect, at our sole discretion, to terminate the remaining portion of the rental duration in the event of any damage to equipment. Company does not sell damaged units, renter is responsible for any and all damage as outlined in the rental agreement. Under no circumstances will the customer be permitted to purchase damaged equipment.

ATTORNEYS' FEES: If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

LATE FEES: If your equipment is not returned, or unoccupied (in the event of a delivery/pickup rental), by closing on the day it is due, you will be assessed a late fee of \$300 per unit, as well as an additional day of rental fees.

PRE-RENTAL DETAILS:

1) **A Different Rental Experience:** Instead of charging 6+ different "fees" like the other guys, We provide all the basics you need to enjoy your trip stress-free without having to pack up your entire house. Our "Basics" Package is required on all our rentals, and includes the following for one low price:

- Unit Prep
- Delivery
- Setup
- Pickup
- Fresh Water Filled
- Propane Included
- Kitchen Supplies
- Generator capable of running 1 AC (FREE Unlimited Use) - additional details**

***(Provided with your rental will be a generator capable of running 1 AC [FREE Unlimited Use]. This generator will come pre-filled with fuel, along with (2) spare (empty) utility cans for you to use for refueling purposes. You can pay in advance for additional fuel in the spare utility cans when picking up your rental. If you need additional fuel while on your rental, you may use the empty utility cans to re-fill at either our Glamis Dunes Rentals storefront, or at the Glamis Dunes Storage. Fuel is charged per gallon for refueling. We cannot deliver fuel to you.)**

We also offer additional packages to simplify your trip prep such as linens, outdoor camp equipment, VIP concierge, & diesel generator upgrades to provide reliable power for multi-AC units & multi trailer rentals! You can select a few packages and show up with "Just the Toys"

2) **Age, Payment, & Documentation:** Must be over 25 to rent, you need to possess a current US state driver's license, State-issued ID, Passport, or ID# for international customers. (International customers will need to present a passport as well) We will need to scan an electronic copy of your identification as well as your credit card at rental pickup/delivery. You will need to provide a physical credit that matches your ID- If anyone else is paying for your rental or damage deposit we will need a copy of their ID & Credit Card in **advance of your pickup/delivery**, along with additional paperwork from the third party. **(You must contact us in advance to set up third party payments)**

3) **Reservation Deposit:** To reserve your rental, We require a reservation deposit payment of 25% of your rental estimate. The 25% deposit will be applied toward the rental balance.

Cancellations:

- up to 2 weeks in advance of the rental start date will receive store credit for the entire 25% deposit.
- up to 2 day in advance of the rental start date will receive store credit for half of the 25% deposit.
- 1 day in advance of the rental start date or same-day cancellations will forfeit the 25% deposit with no store credit (no exceptions).

4) **Remaining Rental Payment:** The remaining 75% rental balance & security/damage deposit are due on the rental pickup/delivery day.

5) **Security/Damage Deposit:** We require a \$500 deposit, which will be processed as a hold on your card the day of your rental pickup. The deposit will be released no later than 7 days after the return/pickup of the unit in the same condition as it was rented out.

6) **Cleaning:** Our standard cleaning service covers basic interior cleaning only (housekeeping- sweep, vacuum, wipe-down, toilet/shower, etc.) Excessively dirty units, or units with dirty dishes are subject to hourly cleaning charges.

7) **Air Conditioning:** Please note that RV Air Conditioners are typically capable of dropping interior temps by ~20 degrees compared to the outside ambient air temperature. Camping during extremely hot weather (over 100 degrees) can be extremely uncomfortable. Hot weather can cause generators to overheat and malfunction. Running the rooftop AC excessively can also cause the unit to freeze up and malfunction. We will not be held responsible for malfunctioning generators and AC units in extremely hot weather. We offer diesel generators as an upgrade if you would like the most reliable power option available.

8) **Pets:** We love our customer's pets! Not only do we allow pets, we do not charge any pet fees! You are responsible for any damage caused by your pet(s), as well as any additional hourly cleaning charges due that may be required. For customers who are allergic to pets, all of our units are pet friendly and as such may not be allergy-friendly, please plan accordingly.

9) **NO REFUNDS:** No cash/credit card refunds of any kind are issued. Any equipment related issues may be compensated via store credit at staff discretion.

*THE MOST CURRENT RENTAL TERMS & CONDITIONS ARE INCLUDED IN THE RENTAL BOOKING SENT TO YOU VIA EMAIL, AND CAN BE VIEWED ON OUR SITE: glamisrent.com. I AGREE THAT I HAVE REVIEWED ALL RENTAL DETAILS, TERMS, & CONDITIONS.

Click to Initial

X

I have read and understood the pre-booking rental details that were provided with the rental quote

NO REFUNDS/CANCELLATION: No cash/credit card refunds of any kind are issued. Any post-rental refunds are issued as store credit, for use on a future rental. Cancellation requests will be processed according to our published cancellation policy.

Click to Initial

X

Cancellation & Refund

CLEANING: Or interior cleaning, this covers a standard housekeeping clean- Does not include removing stains from carpet, cleaning an excessively dirty unit, (Party Cleanup, Spills, Mud, etc), or washing any dirty dishes.

Click to Initial

X

Cleaning

CREDIT CARD AUTHORIZATION: I am authorizing the use of my credit card, and any future card number issued to me to be charged for any outstanding amounts due to Glamis Dunes, LLC under the terms of this agreement. This authorization extends to any card I have provided to Glamis Dunes, LLC for any rental payment, damage deposit, or any add-on purchase. This authorization includes any future cards that may be issued to me due to previous card accounts being closed.

Click to Initial

X

Credit Card Authorization

UNIT CONDITION & DAMAGE: We utilize an electronic documentation system for rental checkouts & returns. The system will electronically document all existing damage and the current condition of the unit at pickup and also on return. An email copy of these forms will be sent to you. We provide full transparency by emailing you the exact same copy of these forms and photos/videos as they are sent from the yard tech to the office staff for review and for final rental check-out. Damage present on return will result in a capture of the full security/damage deposit to allow time for our staff to assess & prepare a repair estimate for damage. The cost of the card processing fee for the full damage deposit will be included on the repair estimate & invoice. We are unable to refund card processing fees for partial refunds should the damage total less than deposit/captured amount.

Click to Initial

X

UNIT CONDITION & DAMAGE

RENTER:

First & Last Name

Mobile Phone Number

Driver's License Number

Click to Sign

X

Signature

☐ Electronic Signature Consent

By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead by checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

Submit Document

Trailer Rental Agreement- Glamis

Status: NEW

1/7/12

- 1 Read the document
- 2 Fill in First & Last Name
- 3 Initial here
- 4 Initial here
- 5 Initial here
- 6 Initial here
- 7 Initial here
- 8 Fill in First & Last Name
- 9 Fill in Mobile Phone Number
- 10 Fill in Driver's License Number
- 11 Add your signature
- 12 Select Electronic Signature Consent