

Gross Family Toy Hauler Rentals

Rules & Rental 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 RV 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, prior to taking possession, or at the time of walk-through. Unfortunately, some customers will break rules or take things from the RV, if there are not fees upon return for doing so. Please Initial Each item showing you have read and understand the section.

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. Insurance MUST be carried and in force for the duration of the rental, failure to adhere to this rule will result in termination of the contract and you will be subject to recovery and legal fees that may be incurred.

_____ Initials

2. Vehicle Tracking Device: This Toy Hauler is equipped with a vehicle tracking device. Tampering, removing, or disabling this device will result in immediate forfeiture of deposit. Additionally, taking the toy hauler to a location not previously agreed to between the renter and owner will result in immediate forfeiture of deposit.

_____ Initials

3. Fee for Late Returns: If you are late returning the unit there is a \$40 per hour late fee. Agreed upon return time is normally 4PM Arizona Time, unless otherwise agreed upon between the Renter and Owner. You will also be responsible for the cost of any canceled rentals due to your late return.

_____ Initials

4. Drivers: All drivers must be at least 30 years old and must be listed on the contract when you pick up the unit. NO EXCEPTIONS. Failure to adhere to this may forfeit your deposit in totality. Additionally, note that insurance will only cover drivers 25+ for any damages caused during rental.

_____ Initials

5. 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.

_____ Initials

6. NO SMOKING: Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit.

_____ Initials

7. **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 and forfeiture of rental deposit.

_____ Initials

8. **Travel Restrictions:** Although the Recreational Vehicle is allowed to travel outside of Arizona, no travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park, Arizona Forest land or Glamis Sand Dunes. This is to help reduce the risk of damage to the Toy Hauler.

_____ Initials

9. **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. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc mail comes our way or the \$75 administration fee will apply! Note: Most toll agencies are good to work with and will help you out if a mistake and call them right away.

_____ Initials

10. **Awnings:** We allow the usage of the exterior awning. It must be retracted when winds exceed 15 mph, at night or any time the RV will be left unattended or in motion. 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.

_____ Initials

11. **Generator:** If you chose to use the built in generator this rule applies. Generators are for running the electrical elements of the RV. They are not “constant run” generators 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. Be aware that the generator draws fuel from the main gasoline tank and has a shut off for low oil or when RV fuel tank is at or below ¼ tank. Customers are forbidden from running the generator overnight while sleeping in the unit due to the possibility of carbon monoxide getting into the unit while you are asleep – a deadly hazard. Usage past 4 hours per day is charged at a rate of \$3/hour.

_____ Initials

12. **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 in order to attend a prohibited event will result in forfeiture and total loss of your security deposit. Additionally, a preliminary walk-through will be completed with the renter. Issues found outside of 3 days will still be submitted for reimbursement.

_____ Initials

13. Training: When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 20 minutes to an hour depending on any prior experience you have with a Recreational Vehicle. Picking up an RV is not like picking up a rental car so please plan at least 30 minute driving test when you make your vacation can begin. I will do my best to explain all aspects of operation, but you will take responsibility for any damages or breakages while the Toy Hauler is in your possession.

_____ Initials

14. Cleaning: Because of the COVID19 issues we have added a \$200 cleaning charge to all reservations. **However, the Toy Hauler must be returned with a clean interior and empty tanks. "Clean" means as you received it & ready for another rental.** It cannot be "trashed" or so dirty that it is filled with trash or dirty beyond what is reasonable for a vacation. **Additional cleaning charges will be added should it not be returned as received.**

_____ Initials

15. Slide-out: The Toy Hauler is equipped with 1 Slide-out, the Toy Hauler must be level before these can be extended or retracted. Be sure to retract slide-outs completely before retracting leveling support jacks or towing.

_____ Initials

16. Propane: Propane is considered a normal cost on the renters use. You will be provided with a full or near full tank, we request that you return it in the same condition.

_____ Initials

17. Damage/Minor Repairs: If the RV and/or the contents in the RV 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, filing a claim on RVShare and contacting Braden Gross immediately at 4804322322.

- 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 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. Reimbursement will not be provided due to negligence of use.

_____ Initials

18. 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, Braden Gross immediately at 480-432-2322.

_____ Initials

19. Renter Damage. If the RV and/or the contents in the RV 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, your insurance company and contacting Braden Gross immediately at 480-432-2322. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair. If professional estimate is needed for extensive repairs, it will delay or impact the return of any security deposit.

_____ Initials

20. Waste Holding Tanks: Waste holding tanks must be emptied prior to return & valves left **CLOSED. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee and possible repair charges.**

_____ Initials

21. Rental Period: The rental period is every day you have the unit past 4 pm, so the unit is due back by 4 pm the day your reserved rental period ends.

_____ Initials

22. Personal Property: You release Braden and Tianna Gross, 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 RV, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

_____ Initials

23. Personal Injury: You release Braden Gross and Tianna Gross, 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 or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.

_____ Initials

24. 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.

_____ Initials

25. 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.

_____ Initials

26. 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.

_____ Initials

27. Modifications: No term of this Agreement can be waived or modified except by an agreement in writing that we the owners have signed.

_____ Initials

28. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the rental of the RV, 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.

_____ Initials

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

Renter Signature and Date

Renter Printed Name

Renters Drivers License Number and State of Issuance

Renter Address and Phone Number:

Owner Signature and Date

SELECTION OF EXTRA FEES

Initial items you would like.

_____ Dump fee: I do not want to perform the final dump and flush of the sewer system - \$75

_____ Delivery Charge: I agree to pay a delivery and recovery charge of \$100 for the first 50 miles and \$1.00 per mile after that.

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.

DUMP **\$75** CHARGE WILL BE ASSESSED IF BLACK AND GREY TANKS ARE NOT EMPTIED PRIOR TO RETURN.

KEY REPLACEMENT **\$150** CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

SHORE-POWER ELECTRICAL CORD REPLACEMENT **\$150** TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD **\$50** TO REPLACE ANY PROVIDED AC ADAPTER.

SEWER HOSE REPLACEMENT **\$100** TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

CLEANING CHARGE OF **\$300** WILL BE CHARGED IF TOY HAULER IS NOT RETURNED AS RECEIVED.

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

Renter Signature and Date

Renter Printed Name

Owner Signature and Date