

RVsBnB

TERMS AND CONDITIONS

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 people’s referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our”, “owner” or “us” means RVsBnB or Rebekah Lawrence. “Trailer” or “RV” means the non-motorized or motorized camping vehicle identified in this Agreement. “Loss of use” means the loss of our right to use the Trailer 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 Trailer until it is repaired or replacement time the daily rental rate.
2. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location, unless towing has been approved by the owner in advance. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or this Agreement. 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 Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.
3. **Campground Reservations.** We are not responsible for campground reservations – including cancellations for COVID. 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.
4. **Check In.** Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily. We are flexible and will do all we can to accommodate your delivery / pick up time.
5. **Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the Trailer and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, 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 driver’s license issued from your country of residence must be presented at the time of rental. The driver’s license must be valid for the entire rental period. If the driver’s license is in a language other than English, an International Driver’s Permit is recommended or other form of identification that we find acceptable.
7. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashiers check, debit card with either the Visa or MasterCard logo, or credit card with either the Visa, Mastercard, or American Express logo. If using a debit or credit card, you must present the card at the time of rental, along with a current driver’s license or other form of identification that we find acceptable. For debit or credit card payments a 4% processing fee will be applied.
8. **No Refunds for Early Returns.** If you return the travel trailer early, we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the trailer; however, if the MVA is not your fault you may be able to recover your rental costs from the at-fault driver’s liability insurance.
9. **Extending Rental Dates.** If you wish to extend the rental period, you must call us for approval. If you do not vacate at the scheduled check-out time on the schedule 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.
10. **Fee for Late Returns.** A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon time. If the RV is returned after dark or while the owner is not home/unavailable, it will be checked in the next day, during daylight hours,

and any applicable damages will be applied to your security deposit. Renter forfeits their right to complete a return walkthrough with the owner, if the unit is returned at a time different than indicated on the Rental Agreement.

11. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all campground rules and regulations, or State or federal laws.
12. **Travel Restrictions.** No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Driving on a non- paved road inside a licensed RV Park is acceptable. Driving on unapproved roads will result in the forfeiture of your entire deposit. This includes desert camping. While camping in the desert is allowed you are responsible for any damages occurred.
13. **Toll roads, Red Light Cameras, Parking Tickets.** Toll invoices are a major burden, and if we receive any a \$70 administration fee plus the cost of the bill for EACH invoice will be applied to your security deposit. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$70 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 \$70 administration fee, plus the bill will be applied. Note: Most toll agencies are good to work with and will help you out if a mistake is made and you call right away.
14. **Awnings.** We do allow the usage of the exterior awning, but advise using caution! This is for your own protection as well because they are NOT COVERED by insurance and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and will exceed your security / damage deposit amount.
15. **Generators.** If you choose to use **your own** generator, the following rules will apply. Do not use generator inside the trailer - it MUST be kept outside. Do not leave the trailer unattended while a generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons. Your generator must be a minimum of 3500 watts to run the systems within the RV without causing a power issue. You, the renter, will assume all responsibility for any and all damages caused to the trailer by the use of a generator.
16. **Generator.** If you opted for a generator add on with your rental, and by signing this agreement, you will be held responsible for the condition of the generator during the period of your rental. It must be returned in the same working condition as it was given to you. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period. Generator is to be used **outdoors only**.
17. **Tires.** The tires on the travel trailer have been inspected and checked, along with all other parts, prior to your rental period but if a tire seems low you can refill it with air. There is also a spare tire included on the back, in the rare event a flat tire/blowout occurs.
18. **Rooftop Usage.** We **do not** allow the use of the travel trailer's rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.
19. **Dogs.** You MUST request & get owner approval *before* allowing a dog in the travel trailer. Owner reserves the right to accept or decline any dog, for any reason. Dogs are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. We do not charge an extra fee for a dog; however, there is an additional refundable deposit required for dogs, equal to \$250.00, **per dog**. If any pet damages occur, *including evidence of pet urine or feces*, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly. If any large amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee of \$300 for this to be removed. **No cats allowed, no exceptions.**
20. **Waste Holding Tanks.** There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with many rolls of RV safe toilet paper and we ask that this is the **ONLY**

thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove.

13a. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left **Closed**, and the screw cap left ON. If tank levels do not read EMPTY on the control panel, you will be charged a \$150 dump fee. NO EXCEPTIONS.

13b. You do not need to empty the waste holding tanks if you have paid for delivery.

13c. Communicate with owner upfront and pay agreed upon fee for owner to empty waste holding tanks.

21. **Cleaning/Sanitize.** We do charge an up-front cleaning/sanitize fee. The trailer must be returned with a tidy interior and empty tanks. "Tidy" means, dishes washed, dried, and put away, trash removed, floors swept, countertops wiped, and you have emptied refrigerator. A Deep Cleaning Fee of \$300 will be charged if RV is returned and requires extensive amounts of cleaning or reconditioning.
22. **Smoking.** There is NO SMOKING allowed in the trailer. If Smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. NO EXCEPTIONS
23. **NO DRUGS.** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any trailer returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect evidence.
24. **Odors / Cooking.** We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as the long-term storage or cooking fish, bacon, deer, etc. These must be prepped / cooked outside the RV. If odors are detected you will be charged the Deep Cleaning Fee of \$300.
25. **Damage/Minor Repairs.** Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair **after** consulting us. Do not repair anything until you've spoken to us about it. 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, refrigerator, etc.) the item you purchased and the receipt must be surrendered upon return of the travel trailer, if you want reimbursement.
26. **Renter Damages.** If the trailer, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to couches/ chairs, beds / bedding, counters, walls, etc., are damaged during your rental period you are responsible for paying all damages, whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at 661-430-3337. At check out, RVsBnB will estimate the damage, if any, and expedite the cleaning and/or repair. There will be a minimum charge of \$50.00 for any evidence of TAR in the trailer (floor, tub/shower, upholstery, bed, walls, etc.). The customer is responsible for any permanent damage cause by the TAR and the charge for repair or replacement is at the sole discretion of RVsBnB.
27. **Towing Safety.** It is required that the sway/stabilizer bars, which are provided, be used at all times while towing the RV. Remove the sway/stabilizer bars prior to backing into a parking space or RV slot. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit. Please remember that trailers are much taller than the average vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. and will result in damages totaling MORE than your security deposit, so be aware of low clearance signs. All damages to the RV, including damage while driving (tree, toll road, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. Never attempt going through a drive-through towing a trailer - they are almost always too low.
28. **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. In case of any malfunction please contact us immediately for assistance and we will do our best to troubleshoot. Do NOT run the air-conditioner and microwave at the same time.

29. **Camper Abandonment/Owner Retrieval.** If for any reason you abandon the RV, you will be charged a \$3,000 fee for Abandonment and Retrieval - plus any applicable fees for ANY lost/missing keys or items/parts from the trailer. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the trailer without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
30. **Lockout/Lost Keys.** In the event a lockout occurs you agree to pay .75 cents per mile, round trip, for owner to drive and unlock trailer and a fee of \$25 PER missing key. If owner is en route and key is found and trailer is unlocked, you will only need to pay for mileage up to that point round trip. If no lockout occurs but a key is missing upon return of RV, you will be charged a \$25 fee PER key. If trailer OWNER determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the RENTER, at the time of service – locksmiths must be scheduled and approved by owner before work is done.
31. **Extra fees.** You may elect to add certain “extras” to your booking if you like. If you did not elect extra fees at the time of booking, such as the dump fee, etc., you can elect to have them deducted from your deposit. These elections should be noted on this form at the end, a credit card processing fee will be charged.
32. **Limited Supplies.** RV's come equipped with standard water and holding tanks. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period. The holding tank capacity is in the trailer description listed on the website.
33. **GPS Tracking.** The RV may be equipped with GPS tracking device for safety and must not be removed/unplugged for any reason. Failure to accurately report your destination, or giving an arbitrary destination in order to attend a prohibited event will result in complete loss of your security deposit and you will be requested to return the rv to the owner immediately, and NO refund will be granted for unused rental dates.
34. **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 RV or in our offices, whether or not the loss of damages was caused by our negligence or was otherwise our responsibility.
35. **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 the use of the RV, our negligence, or was otherwise our responsibility.
36. **Severability.** If any provision within this Supplemental Rules and Rental Agreement is determined to be invalid, void, or unenforceable judicially, the remaining provisions shall remain in full effect and force.
37. **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.
38. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.
39. **Damages Above Security Deposit/Insurance Claims.** In the event there is any damage above the amount of your security deposit, you agree to pay the owner any monies due and allow RVsBnB / the rental platform company to charge your credit card on file for said charges, plus processing fees.
40. **RV Return.** When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle. Once RV has been unhitched, the RV will not be allowed to be taken anywhere else and the rental period will be considered complete. (This is for insurance purposes) A preliminary walk through will be completed and a precursory Return Form will be provided. Photos will also be taken by owner for reporting to rental platform &/or insurance. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.

41. **Credits.** There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the owner's control. This includes, but is not limited to, flat tire(s), weather, any and all systems within the RV that were working at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of RV whether the renter was at fault or not, or due to renter's or any guests' negligence.
42. **Security Deposit.** Your security deposit will be refunded after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 12-72 hours post rental period.
43. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of California without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Santa Clarita, California or the federal court located in Los Angeles, California 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 Santa Clarita, California or the federal court located in Los Angeles, California.
44. **Speed Limit.** Towing requires special attention to speed. Trailer tires are not rated for high speed, the way truck and vehicle tires are. While towing the trailer, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed while towing the trailer is **65 miles per hour**. When towing, you are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.
45. **Hold Harmless.** Renter agrees to hold harmless the owner of the rented RV, at all times for all situations. Renter assumes all risk when renting RV, and owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the RV is used during the rental period.
46. **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.
47. **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. This agreement is in addition to the booking website rental contract where applicable. Both contracts are in effect, together, during the rental period. Any part of the booking website agreement that acts in a manner to void this one (or parts of it) is revoked by the renter and owner, as indicated by the signatures below.

Waste Tanks Addendum

Most renters are not familiar with properly operating an RV's black and gray waste holding tanks and; therefore, have many questions and concerns regarding this. This addendum is meant to act as a clear outline for your responsibility as a renter for properly using and dumping the waste tanks, and the fees if not done successfully. We will go into considerable detail during your pickup orientation and training regarding the proper dumping of these tanks to accommodate the walk through that is done at pick up. By signing this waste tank addendum you are agreeing that you have been taught how to dump the tanks and that you understand how to do it. (It is always ok to call, text or email us with questions for waste tank dumping or other issue while you are renting the travel trailer.)

DO NOT EVER LEAVE THE BLACK OR GRAY TANK VALVES OPEN DURING USAGE!

RV safe toilet paper will be provided and we ask that this is the ONLY thing put into the black tank. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the black tank or a clog may result.

There is to be NO food, or any other item, other than sink and shower water, placed into the gray tank. Any amounts of food particles may result in a clog that will require extensive cleaning to clear.

Waste holding tanks (Gray and Black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON.

When you return the RV, the tank levels will be checked during our inspection and if the tank levels on the control panel do not read EMPTY, you will be charged a \$150 dump fee, NO EXCEPTIONS.

Please ensure tanks have been emptied and flushed, if necessary, and tank levels on the control panel read EMPTY prior to returning. Once the RV has been unhitched you will not be permitted to leave again with the RV.

****ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 4%.**