

Rules & Rental Agreement

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.
2. **Fee for Late Returns:** If you are late returning the unit there is a \$45 per hour late fee. Returns after 6pm will be charged a full days rental. You will also be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit. **NO EXCEPTIONS.**
3. **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.
4. **NO SMOKING:** Smoking (including medical marijuana, cigars, pipes, drugs, vape, etc) in the unit forfeits your entire security deposit.
5. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Motorhome returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
6. **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.
7. **Awnings:** We discourage the usage of the exterior awnings. 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, tollroad, etc) are 100% your responsibility and will exceed your security/damage deposit amount.
8. **Generators:** 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. 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.

9. Pets: You MUST have approval from us before allowing a pet in the trailer. If we reached 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. An additional \$100 fee will be applied on top of our pet policy if evidence of a pet is found without prior permission.
10. 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.
11. Each motorhome is equipped with a tracking device in the event the location of the motorhome is required. Attempts to tamper or remove device will result in loss of deposit.
12. Cleaning: Unless you select to add cleaning with your reservation, the coach must be returned with a clean interior/exterior 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.
13. Gas refill: If not returned full, an \$49 service fee plus \$10 per gallon to refill will be charged.
14. Propane: Please return with the original departure level. An \$49 service fee plus \$10 per gallon to refill will be charged.
15. Damage/Minor Repairs: If the motorhome and/or the contents in the motorhome 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 Migow Xyong at (408)528-4825.
 - 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, water hose, electrical plug, etc) the item you purchased and the receipt must be surrendered upon return if you want reimbursement.

16. Appliances. The A/C, generator, awning, radio, microwave, television, 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, Migow Xyong (408) 528-4825.
17. Waste Holding Tanks: Waste holding tanks must be emptied prior to return. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee. If you don't want to flush the tanks you can select the dump fee below.
18. Rental Period: The rental period is every day you have the unit past 11 am, so the unit is due back by 11 am the day after your reserved rental period ends. For example, You pick up the unit Friday at 1 pm, and return the unit Monday by 11 am, you are charged for 3 days (Fri, Sat, Sun).
19. Personal Property. You release Migow Xyong 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 motorhome, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
20. Personal Injury. You release Migow Xyong 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 motorhome, our negligence, or was otherwise our responsibility.
21. Extra fees: If you did not elect extra fees at the time of booking, such as the cleaning fee, sewage disposal, and etc., you can elect to have them deducted from your deposit.
22. 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.
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 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.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Printed Name

Renter's Responsibilities

Upon return, Renters are responsible for the following tasks unless noted otherwise.

Fee	Tasks	Notes
\$199	Cleaning Fee	RV must be returned in the same condition (both interior and exterior) as it was at pick-up, or Renter will be charged a cleaning fee.
\$69	Dumping Fee	Both Black and Grey tanks must be emptied, or Renter will be charged a Dumping fee.
\$49 Service fee, plus \$10 per gal	Gas Refill	It is the responsibility of the Renter to return the gas tank with the same level of gas they were provided or they will be charged a gas refill fee.
\$49 Service fee, plus \$10 per gal	Propane Refill	It is the responsibility of the Renter to return the propane tank with the same level of propane they were provided or they will be charged a propane refill fee.

Fee Addendum

Fee	Item	Notes
\$350	Key Replacement	Charged for missing key.
\$150	Sewer/fresh water hose replacement	Replace lost or damaged hose and/or adapters.
\$150 \$50	Shore-power electrical cord & adapter replacement	Replacement of damaged shore-power electrical cords. \$50 to replace the 15 amp adapter.
\$150	Unauthorized pets	Pets must be authorized in writing at the time of booking or otherwise. A \$150 fee will be assessed for each unauthorized pet.
Cost to repair/replace damage items	Damages caused by pets	Should any damage occur because of your pets, you are responsible including, but not limited to, urine or waste stains, claw/scratch/chew marks, damages to furniture, and any excessive cleaning.
Forfeiture of deposit	Smoking fee	Smoking is strictly prohibited. Smoking in this unit will be cause for forfeiture of all security deposits and may warrant additional fees.

Guest Signature _____

By signing this renter's responsibilities and fee addendum, 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.

Renter Signature

Date

Renter Printed Name

Owner Signature

Date

Owner Printed Name