Williams RV Rentals Rules & Regulations

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 travel trailer rental. Most rental agencies have the same rules, we 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. Unfortunately, some customers will break rules or take things from the travel trailer if there are not fees upon return for doing so.

- 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 \$40 per hour late fee. 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 cigars, pipes, drugs, 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. 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.
- 6. Odors / Cooking: We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as raw fish storage or cooking with heavy spices such as curry or strong gumbo.
- 7. Travel Restrictions: The travel trailer is NOT allowed to travel outside of Arizona. Forest roads are fine but absolutely NO travel allowed on any non-maintained roads, only main dirt roads that are maintained.
- 8. 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 (trees, etc.) are 100% your responsibility and will exceed your security/damage deposit amount.
- 9. 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.

- 10. 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 travel trailer. Picking up a travel trailer is not like picking up a rental car so please plan <u>at least</u> 30 minutes for this when you make your plans.
- 11. Cleaning: The trailer must be returned with a clean interior and empty waste tanks unless you have purchased the add on charge to empty waste tanks. "Clean interior" means as you received it & ready for another rental. If the trailer interior is returned dirty, we will deduct from your security deposit applicable fees depending on the severity.
- 12. Propane: Two full tanks included. You are responsible for more than that.
- 13. Damage/Minor Repairs: If the Trailer and/or the contents in the Trailer 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, and contacting Tracy Williams 928-951-1686 or Karen Williams 928-434-0000
 - a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair only 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, etc.) the item you purchased, and the receipt must be surrendered upon return if you want reimbursement.
- 14. Appliances. The A/C, generator, awning, radio, microwave, television, jacks, Blue Ray/DVD player, 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, Tracy Williams 928-951-1686, or Karen Williams 928-434-0000
- 15. Renter Damage. If the Trailer and/or the contents in the Trailer 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, and contacting us immediately.
- 16. 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 do not want to flush the tanks you can select the dump fee add on at time of rental.
- 17. Rental Period: The rental period is every day you have the unit past 12 noon, so the unit is due back by 12 noon 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 12 noon, you are charged for 3 days (Fri, Sat, Sun). We are flexible on times but talk with us and we will work something out.
- 18. Personal Property. You release Tracy and Karen Williams, Williams RV Rentals, 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 Trailer, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

- 19. Personal Injury. You release Tracy and Karen Williams, Williams RV Rentals, 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 Trailer, our negligence, or was otherwise our responsibility.
- 20. Extra fees: If you did not elect extra fees at the time of booking, such as the cleaning fee, flushing fee, and etc., you can elect to have them deducted from your deposit.
- 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. 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.
- 23. 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.
- 24. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.
- 25. 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.

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.

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

\$50 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

\$150 TO REPLACE DAMAGED OR LOST ELECTRICAL CORD

\$150 TO REPLACE DAMAGED OR LOST ELECTRICAL EXTENSION CORD

\$50 TO REPLACE 15 AMP ADAPTER.

\$75 TO REPLACE SURGE PROTECTOR

\$75 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

THE TRAILER SHOULD BE RETURNED IN THE SAME CONDITION AS IT WAS AT PICK-UP OR DELIVERED OR FEES WILL BE ASSESSED DEPENDING ON THE SEVERITY.

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

AIR CONDITIONER DISCLOSURE

I acknowledge that the roof air conditioner(s) in the RV/trailer may not cool the RV/trailer in hot weather, and that this is normal to the operation of these units. I agree that the following circumstances may cause this condition: 1) extremely hot weather, 2) inadequate power to the units, 3) turning the units on after it is already hot in the RV/trailer. 4) condenser temporarily freezing up during extended non-stop use in extremely hot weather. I acknowledge that normal operation

of the air conditioners allows for only 15 to 20 degrees cooling below outside temperatures on hot days. I acknowledge the air conditioner is in proper working order and agree not to set the thermostat below 75°F (23.8°C) because of damage that cannot be repaired may occur. I am fully responsible to replace the unit, and this damage is not covered by insurance. Rental Company does not warrant roof

air conditioner performance when ambient outdoor air temperature is above 94°F (34.4°C)

Renter Signature and Date

Renter Printed Name

Owner Signature and Date