



GET LOST RV RENTAL AGREEMENT

This agreement is made and effective on the ____ day of _____, 20____ between Get Lost RV, LLC (“owner”) and _____ (“renter”)

1. RENTED PROPERTY: Owner hereby rents to Renter and Renter hereby rents from Owner that certain travel trailer, more specifically “BIRDIE”.
2. TRAILER LOCATION: The trailer shall be delivered and placed at the following location:

 (“site”) during the rent term as defined below. Renter acknowledges that the owner is not responsible for any costs or fees associated in occupying the Trailer Site. Renter shall not hold owner responsible for electrical insufficiencies at the trailer site/location. Renter acknowledges that this unit requires a 30 amp/120v RV receptacle for power, a potable fresh water supply connection, and sewer connectivity to function at its best.

OR

Renter will pick up the trailer for self tow from the owner’s location at:

30260 Los Alamos Rd.

Murrieta, CA 92563

And will return the trailer to the same location no later than the day and time listed below.

3. TOWING: If you are self-towing you acknowledge any and all local speed and traffic laws. You acknowledge that your vehicle is capable of towing at least 6,000 lbs and is equipped with a built in or portable tow break capable of connecting to this trailer. You further acknowledge that you have the necessary experience to safely tow this trailer. While towing “Birdie” you assume all liability for your rate of speed and by signing this agreement you acknowledge that you will never drive over 55mph even when the posted speed limit exceeds 55mph.

If self-towing you must initial here that you have read and agreed to section 3 _____

4. RENT TERM: The Rent Term shall begin on the ____ day of _____, 20____ at ____ M and expire on the ____ day of _____, 20____ at ____ M. Notwithstanding anything herein to the contrary, owner may repossess the trailer at renters expense without notice to renter if the trailer is used in violation of law or of this agreement.
5. FEE FOR LATE RETURNS OR LATE PICKUPS: A fee of \$100 per hour will be charged if the RV is returned later than the agreed upon time unless a written agreement (text or email) has been made and agreed upon by both parties.

Initial _____



6. OCCUPANTS: Renter agrees and warrants that no more than 3 people may occupy this trailer at any given time. Furthermore, Occupant understands that each bed has a weight limit as mentioned below that must be always adhered to:
 - a. Queen Bed: 500lb max
 - b. Dinette Bed Conversion: 150lb max
7. RENT, DEPOSITS, AND FEES:
 - a. RESERVATION DEPOSIT: A 30% reservation deposit (“deposit”) shall be paid to the owner upon booking the trailer as a fee to hold the trailer for the renter for the rent term. The reservation deposit shall be applied to the base rent (defined below) due 14 days prior to delivery. The reservation deposit shall be considered earned and payable to owner upon booking unless otherwise indicated herein.
 - b. SECURITY DEPOSIT: Renter shall provide owner a valid credit card to secure the payment of damages or costs related to any default of renter. Renter agrees and expressly authorizes owner to retain credit card information and to charge given credit card for any and all unpaid rent, fees, charges, and costs chargeable to renter. Security Deposit will be withdrawn from the Renters card on file 7 days prior to the lease term and will be released (less any deductions) within 7 days of the lease end date.
 - c. BASE RENT: renter shall pay to the order of the owner the base rent of \$_____ per calendar night during the lease term.
 - d. TAX: Renter shall pay and bear all federal, state, and local sales, use, excise, personal property, and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this agreement.
 - e. DELIVERY FEE: The fee for delivery, set-up, and take down of your unit is calculated at \$4.00 per mile one way from 92563 and is due along with your final payment 7 days prior to delivery.
 - f. CLEANING/PREP FEE: a \$100 cleaning fee will be assessed and will be due along with your final payment 7 days prior to delivery.
 - g. PLATFORM FEES: Renter acknowledges that additional fees not payable to owner will be incurred and charged to renters account via the booking platform where the reservation is made.
8. INSPECTION: Renter represents that he/she will fully inspect the trailer upon receipt and acknowledges that the trailer was in good condition at the beginning of the rent term and that the renter is satisfied with and has accepted the trailer in such good condition as of the beginning of the rent term. Renter acknowledges that they will read usage guide (“handbook”) upon arrival and will refer to it as needed. Renter agrees that initial inspection must be complete within the first hour of check in time and that any discrepancies or unsatisfactory matters must be submitted to Get Lost RV, LLC via email or text message and are to include



photos as necessary or as requested by owner. The absence of such email or text message indicates satisfactory possession.

Email: rentals@getlostrvllc.com

Text: 951-305-0172

9. TRAINING: When you receive "Birdie" we will complete an orientation of the RV with you that will take 30-60 minutes depending on any prior experience you have with a travel trailer. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
10. RULES AND REGULATIONS: In addition to the other terms and conditions of this agreement (exhibit A attached), renter shall cause such rules and regulation listed in this section 10 to be followed by all persons occupying the trailer and any visiting guests. Failure to abide by these rules and regulations shall, at the option of the owner, cause early termination of the rent term and the renter's use of the trailer and forfeiture of all rents and deposits. The rules and regulations are as follows:
 - a. There shall be no smoking inside of the trailer. Evidence of smoking will result in a minimum \$1,500 charge.
 - b. Pets are allowed ONLY with permission and with an additional \$50 cleaning fee. Owner reserves the right to accept or decline any pet for any reason. Pets are NOT allowed on any upholstered furniture or soft surfaces. If any pet damages occur and or if there is any evidence of pet urine or feces within the trailer, you will forfeit your entire security deposit and any excess damage will be charged to you accordingly. If any large amount of pet hair is found anywhere within the unit, you will be charged a full Deep Cleaning Fee for professional removal priced at approximately \$565.00
 - c. Do not access the trailers rooftop anytime for any reason. Any evidence of rooftop usage (shoe prints, sagging, damage, etc.) will result in a complete loss of your security deposit. In the event that damage is caused exceeding the amount of the security deposit, you agree to be fully responsible to the additional cost of the repair.
 - d. Occupants and any visitors shall obey all the laws of the state of California as well as related neighborhood association rules, and rules and regulations of the site always.
 - e. If traveling outside of the state of California, renter is responsible for knowing and following any and all state laws as applied to the roads, campgrounds, city streets, etc.
 - f. At the end of the rent term, the trailer, and the contents thereof shall be in the same condition as found at the beginning of the rent term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the trailer. The refrigerator must be emptied of all items and wiped clean.



- g. The trailer furnishings are not to be removed from the trailer nor relocated outside for any reason.
 - h. Anti-Microbial Mattress covers will be provided for your protection and may not be removed for any reason even if renter is providing their own bedding.
 - i. Use the exterior awning at your own risk. Awnings are NOT COVERED by your insurance policy and they are very expensive to repair or replace if they are damaged. Damage to awning including damage while in tow, damage due to an act of God or nature, or damage due to renter's negligence are 100% the responsibility of the renter and WILL exceed the amount of your security deposit.
 - j. Generator usage: DO NOT attempt to move, unlock, or unchain the generator. DO NOT leave the trailer unattended while the generator is running. If you leave your site you must power down the generator prior to your departure. YOU MUST follow all campground rules for allowable generator usage times. DO NOT run the generator overnight or outside of the allowed campground hours. YOU MAY NOT PROVIDE YOUR OWN GENERATOR. Any generator used must be reserved as an add on to your rental through Get Lost RV, LLC. Misuse of the generator that results in any damages to the generator itself or to "Birdie" including but not limited to air conditioning, appliances, and onboard systems will be the sole responsibility of the renter. Rented generator will include a full tank of gas plus one additional tank. Oil will also be provided and it is the renter's responsibility to check oil levels at every 8 hours of usage and add the correct amount of oil as necessary for continued usage. Renter acknowledges that running the generator without the proper oil level or by adding too much oil can result in damage to the generator.
 - k. Waste holding tanks (grey and black) must be emptied prior to your return. The valves must be CLOSED and the screw cap must be ON. If the tank levels do not read EMPTY on the control panel, you will be charged a \$50 dump fee, NO EXCEPTION
 - l. RV safe toilet paper will be provided and we ask that this be the ONLY thing that goes down the toilet for any reason. No other items including feminine products, diapers, tissue, paper towel, toilet wand pads, etc.t should ever be put into the toilet as serious issues may occur. In the event that you run out of toilet paper, RV safe toilet paper can be purchased from most camp stores and at any local Walmart.
11. LOCKOUT/LOST KEYS: In the event a lockout occurs you agree to pay \$3.00 per mile for the owner to drive to you and unlock the trailer. This includes all round-trip travel and travel to any necessary hardware store, locksmith, etc. If the owner is en route and the key is found before arrival you will only need to pay for the



mileage driven, not for the actual distance to you. If a key is lost a fee of \$350 per missing key will be billed to the renter.

12. **REFUNDS AND CANCELLATIONS:** All cancellations must be submitted through the original booking platform. Cancellations are the responsibility of the renter. Get Lost RV, LLC will not cancel a reservation at the renter's request. The renter must cancel the reservation themselves.

If the reservation is cancelled more than 7 days before arrival, 75% of the booking total, including tax, will be refunded. Anything already paid towards the protection/insurance package(s), including any applied tax will also be refunded. Any applicable service fees including the applied taxes will NOT be refunded.

If cancelled 1-6 days before arrival, 50% of the booking total, including tax, will be refunded. Anything already paid towards the protection/insurance package(s), including any applied tax will also be refunded. Any applicable service fees including the applied taxes will NOT be refunded.

Any same day or no-show cancellations will NOT be refunded and are subject to charges IN FULL. If for some unforeseen reason, the trailer is undeliverable and no alternative or suitable substitution is available, the reservation deposit shall be returned in full. Renter agrees that owner shall not be held responsible for any resulting costs to renter including but not limited to the costs of finding alternative accommodations.

There will be no refunds for early returns. If you return the travel trailer early we do not refund for the days or hours you did not use.

13. **LOST AND FOUND:** Owner is not responsible for lost or misplaced items or those left behind by renter. Renter should notify owner immediately if renter discovers any left item at the trailer and owner will notify renter if any items are found. Renter shall be responsible to arrange the shipping and pay the shipping cost to return any found items if reasonable and necessary.
14. **WARRANTIES:** Renter acknowledges that owner makes no express or implied warranty of any kind whatsoever with respect to the trailer and the trailer site, including but not limited to the merchantability of the trailer or its fitness for any particular purpose.
15. **OWNER LIABILITY:** Owner does not assume or accept any liability for loss, damage, injury, or death to persons or their personal property related to or in connection with the trailer. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, electricity or plumbing, nor weather conditions, natural disasters, acts of God, or any reasons beyond owner's control.
16. **RESPONSIBILITY FOR DAMAGE OR LOSS:** Renter is responsible for all damage to, or loss or theft of the trailer including any parts, hookups, furnishings, interior



contents, tires, tools, accessories, equipment, and keys, all named after "equipment". Such damages shall include the cost of repair, the actual cash retail value of the equipment on the date of the loss if the equipment is not repairable or if owner elects to not repair the equipment, loss of use of the equipment, diminished value of the equipment caused by damage to it or repair of it and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of renter. Renter must report all incidents of theft, or vandalism to the owner and to the police immediately upon discovery. Renter shall indemnify and hold owner harmless of all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

17. **HOLD HARMLESS WAIVER AND RELEASE:** The renter, on behalf of themselves, their guests, and occupants, including minor children, acknowledge the inherent risks involved in operating and occupying a trailer and further agree that the use of the trailer shall be at his or her own risk. The renter, on behalf of themselves, their guests and occupants, including minor children, hereby release, waive, discharge, and covenant not to sue Get Lost RV, LLC and each of their owners, managers, officers, employees, independent contractors, representatives, and agents, successors, and assigns the released parties for any liability, claim, and/or cause of action arising out of or related to any loss, damage, or injury, including death that may be sustained by the undersigned, their guests or occupants related to or arising out of incident to the use of the trailer. Furthermore, the renter shall jointly and severally, indemnify, defend, and hold harmless the released parties from and against any liabilities, claims, causes of action, losses, damages, and expenses (including reasonable attorney's fees and costs) claimed by the undersigned, their guests, occupants or any third party arising out of or related to any loss, damage or injury, including death related to, arising out of or incident to the use of the trailer. Whether by the undersigned renter or any other party including any negligent acts or omissions, willful misconduct, or violation of this rental agreement. The undersigned understands, intends and desires to fully release the released parties from all liability arising from or related to the use of the trailer to the fullest extent permitted by applicable laws.
18. **INSURANCE:** Renter shall have auto liability, collision, under-insurance and uninsured policies and comprehensive insurance covering renter, occupants, and the trailer in the minimum amount as required by California State Law. Renter agrees that owner's own insurance policy shall be secondary to all insurance policies of renter unless otherwise prohibited by law. The benefits afforded under renter's insurance policy shall be primary. The valid and collectable liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary and for the limits of liability and personal injury protection coverage required by the state of California.
19. **MISCELLANEOUS PROVISIONS:**



- a. This agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This agreement shall be governed by and constructed in accordance with the laws of the state of California.
- b. This agreement may be executed in several counterparts, digitally, each of which shall be considered an original.
- c. In the event litigation arises (at the trial or appellate level) in connection with this agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorney's fees and costs.
- d. The undersigned agree that if any provision of this agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this agreement other than such invalid or unenforceable provision shall be valid and enforceable.
- e. The undersigned further agrees that the section and paragraph headings in this agreement are for convenience and reference only and shall not be deemed to alter or affect the provisions thereof.
- f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable, and the words of any gender shall include all persons and all genders.
- g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or the exercise any right or option contained herein shall not be constructed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of renter or owner. Owner's receipt and acceptance of performance of any other obligation by the renter, with knowledge of renter's breach of any provision of this agreement, shall not be deemed a waiver of such breach. No waiver by owner or renter of any term, covenant, or condition of this agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.
- h. There are no representations, agreements, arrangement, or understandings, oral or written, between the parties relating to the subject matter of this agreement which are not fully expressed in this agreement.

Owner and Renter have hereunto executed this agreement as of the day and year first written above.



"Renter"

"Owner"

Sign: _____

Sign: _____

Print: _____

Print: _____

Date: _____

Date: _____



GET LOST RV RENTALS

Get Lost RV, LLC is a California State,
Limited Liability Company.