

## **RV Rental Agreement**

Renter must be 25 years of age or older, debit card or credit card used for payment must be in Renter's name, Renter must have a valid U.S. state specific issued driver's license, Renter must have full coverage auto insurance to include coverage of non-owned trailers being towed, in their name and Renter must complete this Agreement and agree to all of the Stress Free Zone R.V. L.L.C. Terms and Conditions attached below.

Last Name: First Name:		
Address:	City:	
State:	Zip code:	
Mobile Phone #:		
Driver's License #:		
Birth Date:	Email Address:	
Rental Period Start Date:	Check in Time: between 3:30 pm and 6:30pm	
Rental Period End Date:	Check out Time: Not later than 11:00 am during weekends and 4:00pm during weekdays.	
Rental Location		
Campground Name:		
Address:	City: State: Zip:	
Camp Site Number:	Full Hook Up: Yes No	
Utilities: Electricity Water	Sewer or Dump Station	

## RV Share Reservation # \_\_\_\_\_

### Rental Amount.

Daily Rate: Day(s) x Daily rate: \$	\$
Delivery Fee: Yes No <u>X</u>	
Miles Roundtrip =@ <u>\$</u>	
Preparation and Restock Fee	\$
Тах	\$
RV Share – Service Fee	\$
Insurance and Protection Basic Package – "RV Share"	\$
Refundable security deposit – Due 07/03/2023	\$
Total (Excluding Security Deposit)	\$

#### \*Disclaimer: Reservations through RV Share or Outdoorsy: Fees, Deposits and cancellation policy are managed by them.

\*If applicable – Towing Vehicle Information

Make:	Model:
Year:	License Plate:

**Reservations:** Our reservation deposit is half of the cost of your reservation and the other half is due on the starting day of your reservation upon delivery or day of pick up, unit will not be released until there is no outstanding balance. This reservation deposit is Non-Refundable. If you cancel your reservation within 22 days or more before your scheduled pick up or delivery, you may apply the reservation deposit towards another vacation with us at a later date for up to 1 year. If you cancel your reservations within 21 days or less before your scheduled departure, Stress Free Zone R.V. L.L.C. will charge the card on file of up 50% of your total rental less the reservation deposit.

1. Security Deposit: A \$500 to \$2,000 security and damage deposit may be required before departure and is payable by credit card. The deposit is due seven days prior to the day of the Rental Period Start Date. This deposit covers any damage to the rented recreational vehicle during the rental period, regardless of fault. It also covers any additional charges (fuel, additional mileage, additional days, etc.) incurred related to the rental that were not charged elsewhere in the rental contract or rental application, including traffic tickets or other fines incurred. This deposit also covers all costs and our lost time (\$75/hr), including pre-and post-judgment attorney's, legal & collection fees we incur collecting payment from you or otherwise enforcing our rights under this contract. The deposit may be held until the completion of any legal or collection action. The deposit, if no additional fees are payable to Stress Free Zone R.V. LLC, is typically refundable within 14 business days. The security deposit may also be used to pay any monies owed to Stress Free Zone R.V. L.L.C. under this Agreement.

**NOTE:** Some special events with a history of drug use and damaged units, such as the Middlelands music festival @ RenFest, have an additional security/damage deposit (\$5000+) and many units will not be allowed to go to certain events. Units are NOT allowed at Burning Man. Failure to accurately report your destination or giving a false destination in order to attend a prohibited or higher deductible event will result in forfeiture and total loss of your security deposit.

### 2. Refunds and Cancellations

- a) All cancellations must be submitted in writing via email to txstressfreezone@gmail.com. Renter may cancel their reservation without penalty with 24 hours of the initial reservation date/time;
- b) Reservation cancellations made outside of 22 days before departure are subject to a 25% cancellation penalty;
- c) Reservations canceled less than 21 days before departure are subject to the full rental fee.
- d) Renter may cancel the rental for in-house credit at Stress Free Zone R.V. L.L.C. sole discretion.
- e) Cancellation charges will be taken from any renters' funds available: prepayments or security deposit.
- f) Refunds of monies paid to Owner or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions.
- g) In the event of a hurricane or tropical storm, refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with jurisdiction over the Trailer Site. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rata basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rata amount for such days of the total rental amount. Notwithstanding anything herein to the contrary, if a tropical storm or hurricane is located within 750 miles of the Trailer Site, the Owner shall have the option to end the Rent Term early and repossess the Trailer. In the event that Owner ends the Rent Term early, Renter shall be reimbursed the Base Rent on a pro rata basis based upon the days Rent was unable to occupy the Trailer due to Owner's early termination of the Rent Term. Owner shall be not responsible for Renter's accommodations after the termination of the Rent Term or after any mandatory evacuations described herein.
- h) If for some unforeseen reason, the Trailer is undeliverable and a substitute is not 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
- i) Refunds. No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.
- 3. **Delivery Fee**. The base delivery is \$175.00 for the first 25 miles roundtrip between the Trailer Home and the Trailer Site is included in the Base Rent. However, an additional \$3.85 per mile will be added for delivery distances beyond 25 miles.
- 4. Check in/check Out: Delivery times and pickup times are generally between 3:30 p.m. and 6:30 p.m. daily. It is your responsibility to call us at (713) 824-3342 on the Rental Period Start Date to check in with us and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis. RV pick up for us is 3:30–6:30 p.m.; however, early pick-ups may be available with prior approval and availability for \$15.00 per hour and no earlier than 11:00 p.m. Check-out during the Weekends (Saturday–Sunday), returns are 1:00 p.m., and weekdays (Monday–Friday) 4:00 p.m. Late returns are subject to a late fee of \$65.00 per hour.
- 5. IMPORTANT INFO ABOUT PICK-UP APPOINTMENTS: Pickup times will be scheduled starting at 3:00pm based on the order reservations were received that day so first come, first serve. When you reserve you can select a priority pickup option at a small additional charge. Please understand that if your appointment is at, say 3pm that means that you should not plan your travel based on a 3pm departure! When you show up for your 3pm appointment, we will spend 20-30 minutes depending on your experience for your orientation and training on how everything works. This means if your "pickup time" is 3pm, you should not plan to actually be driving off in the unit until at least 2:30pm.
- 6. 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, I 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. If incorrect delivery information is submitted through the reservation request form that

results in delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.

7. Who May Drive and Proper Operation of the Rental. Only the Renter who completes the booking (the "Primary Driver") and qualifies as a "Permitted Driver," and other persons designated and identified as drivers at the time of booking and verified ("Permitted Drivers") may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Dealer, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental, or caused by or involving the Permitted Drivers.

The Renter represents to Owner that Renter and other Permitted Drivers are capable and validly licensed drivers, and will remain capable and validly licensed drivers during the term of the rental.

Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved through a driver verification process.

Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger car rental. For example, the Rental may require more clearance above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Renter acknowledges that it is their responsibility to know the limitations of their Rental, including clearance heights and widths and other operating instructions. Renter agrees to only operate the Rental on public roadways with sufficient width and height clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Owner has no control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the Rental is being operated. Therefore, Renter acknowledges they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion. Renter and Dealer can find more information here: (https://www.outdoorsy.com/help/seatbelt-requirements-rvs).

- 8. **Return Late Fee** There is a \$65 per hour late fee.
- 9. Cleaning Charges. If is not returned in the same conditions, a cleaning base fee of \$125 will be deducted from your deposit. If the recreational vehicle required additional cleaning beyond 4 hours, the additional fee will be \$50/hr. The fee is at Stress Free Zone R.V. L.L.C..
- 10. 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.
- 11. **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 consult the informational material in the Trailer.
- 12. **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 at (713) 824-3342. At check out, Stress Free Zone R.V. L.L.C will estimate the damage, if any, and expedite the cleaning and/or repair.
- 13. Limited Supplies. Most trailers come equipped with oversized tanks of fresh water, ninety (35-70) gallons of grey and black water holding tank capacity, thirty (30) pounds of propane, and one (1) full charged 12 volt batteries. Some trailers have 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.

- 14. **Early Departures/ Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled 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
- 15. 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 it left any item at the Trailer, and Owner will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.
- 16. 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.
- 17. Roadside Service / Road Hazard: 24/7 Roadside assistance & tech support, and road hazard protection to pay for any tire damage is an add-on to your rental. The only reason this cost is not included in the rental price and mandatory is because we wanted to provide customers who are staying in the local area or who are mechanically inclined or experienced with RVs the ability to save a few bucks and decline this service. Customers choosing not to add road side / road hazard service will still be provided technical assistance (questions answered) from our office during business hours. We HIGHLY suggest you add this option for peace of mind, roadside & road hazard tire coverage. RV tires are very expensive, and a blowout would otherwise be your responsibility. Without this service you will be responsible for making your own roadside arrangements outside of business hours.
- 18. **Owner Liability.** Owner does not assume or accept any liability for loss, damage or injury 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, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.
- 19. **Responsibility for Damage or Loss.** Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "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 not to 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 and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.
- 20. 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 STRESS FREE ZONE R.V. L.L.C. AND EACH OF THEIR OWNERS, 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, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER. FURTHER, 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 ATTORNEYS' 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. FURTHER, 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 ATTORNEYS' 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 ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

21. **Insurance**. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by TEXAS LAW.

#### 22. 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 construed in accordance with the laws of the State of Texas.
- b. This Agreement may be executed in several counterparts, each of which shall be 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 attorneys' 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 agree 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 6 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 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 to exercise any right or option contained herein shall not be construed 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 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, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

### 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.

- 1. All desert areas during hot periods. During these periods, many areas are not habitable and could pose a danger to humans.
- 2. Gatherings or events, which could pose a danger to humans.
- 3. Parking or camping on sand or beaches.
- 4. Non-Public roads, unpaved, dirt roads, and "off-road" areas.
- 5. Renter is liable for all damages to vehicle, tires, batteries, towing charges and other expenses as a result of a breakdown associated with operating in these areas. Security & Damage Deposit will be forfeited if violated.
- 6. Renter is prohibited in the use of the recreational vehicle associated with any illegal or unsafe purpose, including consuming alcohol while driving.
- 7. Security & Damage Deposit will be forfeited if any portion of this section is violated.

## **Roof Access**

For safety reasons, all members of the rental party are expressly prohibited from climbing on the roof ladder and roof. Any evidence of renter roof access will result in full forfeiture of the Security and Damage Deposit in addition to any damage incurred.

# Owner and Renter have here into executed this Agreement as of the day and year first above written.

"Renter"

"Owner"

Name: \_\_\_\_\_

Date:

Stress Free Zone R.V. L.L.C.

By: \_\_\_\_\_

Date:

## CREDIT CARD AUTHORIZATION FORM

I would like to reserve camping trailer from Stress Free Zone R.V. LLC. I understand that the owners must approve the Agreement before a reservation can be confirmed. If approved, I authorize Felix & Samantha Bultron to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Felix & Samantha Bultron have the right to cancel the reservation under this Agreement. I acknowledge and understand that if I cancel the reservation within 22 days or more before my scheduled pick up, I may apply the reservation deposit towards another vacation at a later date for up to 1 year. If I cancel the reservation within 21 days or less before my scheduled departure, owners will charge the card on file of up 50% of the total rental less the reservation deposit. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), and will be refunded within 3 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by check.

Mastercard	
Visa	
Discover	
AMEX	
Credit Card Number:	Expiration Date:
Name as it appears on credit card:	CCV:
Billing Information:	
Address:	
City: State: Zip code:	
Signature	Date:

(Signature acknowledges Renter has read and agrees with Terms and conditions attached)

## TERMS AND CONDITIONS SIGN AND RETURN WITH RENTAL AGREEMENT

- 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 persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the owners Felix & Samantha Bultron. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Tent, Trailer or Motor Home 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 replaced times the daily rental rate.
- 2. Rental, Indemnity, and Warranties: This is a contract for the temporary use of the Trailer. 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 Tent, Trailer or Motor Home. We make no warranties, express, implied or apparent, regarding the Tent, Trailer or Motor Home, 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. All campground reservations must be made separately.
- 4. **Check In:** Delivery times are generally between 3:30 and 6:30pm daily. It is your responsibility to call us on the Rental Period Start Date to check in with us and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first serve basis.
- 5. Delivery / Pick up: At the time of delivery, we will provide you with an orientation to show you the safe and proper use of Trailer and its features. The Trailers will include instruction booklets which will explain the operation of 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 (trash removed, floors swept and countertops wiped, along with all holding tanks being dumped. 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. If incorrect delivery information is submitted through the reservation request form that results in delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.
- 6. **Valid Driver's License:** An acceptable, valid United States, state issued driver's license must be presented at the time of rental. The driver's license must be valid for the entire rental period.
- 7. **Insurance.** Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.
- 8. Age Requirements: The minimum age to rent an RV from Stress Free Zone R.V. L.L.C. is 25 years of age. Anyone else in your party that may be pulling the trailer must also be at least 25 and be listed as a driver with us at the time of pick up. If there is any possibility another member of your party will pull the, please list that driver.
- 9. Payment: Full payment Full payment is due within 14 days of pickup date. Reservations made outside of 14 days require a 50% deposit. Renter authorizes full payment to be made by any credit reference listed on the Reservation if full payment of contract or Addendum(s) are not made within 14 days of departure. Payment for the rental may be made by cash (Zelle, Paypal, Venmo or Cash App, cashier's 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. We will accept personal checks for the first half of payment only and as long as the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.
- 10. Taxes: A 10% Texas Rental Tax will be added as required under the Texas Sales Tax Laws.
- 11. **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 Tent, Trailer or Motor Home or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
- 12. **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 use of the Trailer, our negligence, or was otherwise our responsibility.
- 13. **Smoking**: There is Strict No Smoking Policy in any of the Trailers. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

- 14. Mexico: It is strictly prohibited to take any rented unit into Mexico.
- 15. **Pet Policy:** We prefer No Pets in trailers and motor homes. If we do approve your pet there is \$150.00 pet fee. Any damage caused from the pet will be deducted from the security deposit.
- 16. Limited Supplies: Most trailers come equipped with oversized tanks approximately ninety (70) gallons of fresh water, ninety (70) gallons of grey and black water holding tank capacity, thirty (30) pounds of propane, and one (1) full charged 12-volt batteries. Some trailers and motor homes have 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.
- 17. **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. For assistance, you are advised to consult the informational material in the Trailer/Motor Home or contact Stress Free Zone R.V. LLC.
- 18. **Towing:** Towing vehicle must meet the requirements with regard to weight for towing the rented RV. All wiring is to be in working condition. Tow bars can be provided as part of the RV rental by Stress Free Zone R.V. LLC. If you are having a hitch installed, be sure that you schedule this in plenty of time before departure. If the trailer you are renting requires a seven-wire plug and an electric braking system, be sure that it has been installed prior to pick up. Never ride in trailer while in tow.
- 19. **Renter Damage**: If the Trailer and/or the contents in the Trailer 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. At check out, Stress Free Zone R.V. LLC will estimate the damage, if any, and expedite the cleaning and/or repair.
- 20. Awnings: We do not allow usage of the exterior awnings. This is for your protection because they are \$1200 to replace (up to \$5000 for the automatic ones) and can be damaged very easily due to weather or accidental misuse. Damage to awnings, including damage while driving (tree, tollroad, etc) are 100% your responsibility and could exceed your security/damage deposit amount.
- 21. Early Departures / Extending Rental Dates: You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled 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.
- 22. **Propane:** If you don't pre-pay for propane, it is your responsibility to refill the propane tank prior to return. If you did not pre-pay for propane (or get the all-inclusive package), a \$45 propane charge will apply.
- 23. 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.

RENTER WAIVES AND RELEASES OWNER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER OWNER OR OUTDOORSY HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

Owner's Limitation of Liability. THE RENTER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ANY PASSENGERS OR USERS OF THE RENTAL, THAT THEIR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE OR LOSS RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY RENTER TO OWNER UNDER THIS AGREEMENT.

DAMAGE CLAIMS ARE BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

24. **Rental Period, Fees and Charges.** By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Owner to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement the Terms of Service and Policies. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees. Renter is responsible for reviewing all booking information and ensuring all rental costs and dates are

correct. Renter must receive approval from the Owner to extend any rental period. Rental costs for any un-used days in the case of early return are non-refundable.

- 25. **Governing Law:** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Texas without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Austin, Texas, or the federal court located in Houston, Texas 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 Katy, Texas or the federal court located Houston, Texas.
- 26. **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.
- 27. 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.
- 28. Modifications: No term of this Agreement can be waived or modified except by a writing that we have signed.
- 29. Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the rental of the Tent, Trailer, or Motor Home 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.
- 30. Accidents: In the event of an accident, the very first thing you should do is call for or render medical aid to any person needing medical attention. Call the closest police/state patrol office and have an accident report taken at the time and location of the accident. A copy of this report must be provided to both the RV owners when the vehicle is returned, and to the proper insurance carrier within 7 days of the date of the accident. The accident must be reported to your insurance carrier within 24 hours.
- 31. Security Deposit & Authorization. A security deposit from Renter is required two days prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Terms of Service. The amount of the security deposit is stated in the booking confirmation. Owner may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means. Minimum requirements for return of the security deposit include:
  - o At the time of return, Rental is cleaned to the same condition or better than when picked up;
  - Fuel levels are equal to or above the level provided at the time of departure handoff;
  - o Holding tanks are properly emptied to or below the level at time of departure handoff;
  - No damage sustained to the Rental (including interior damage)
  - All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full.

At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes.

In the event the Renter does not report damages of the RV to the Owner, the Owner will inspect the unit for damages and notify insurance by filing a claim, as well as contact Renter via email or message. Renter is responsible for ensuring claim has been submitted and is required to pay up to the deductible outlined in the protection package of their choice. In the event Renter has does not report damage within 48 hours and the claim is denied, Renter will be held responsible for the full amount of the claim including any insurance deductible.

The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owner.

## AS DESCRIBED IN THIS AGREEMENT OR THE TERMS OF SERVICE AND POLICIES, ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, OR ADDED TO THE FINAL RESERVITION INCLUDING BUT NOT LIMITED TO:

- Smoking: No smoking is allowed in the Rental unless expressly authorized by the Owner in the booking. Smoke odors in returned Rentals will result in additional fees set by Owner.
- Interior Damage: Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Renter acknowledges he/she may purchase interior Damage Protection that covers them up to a limit of \$1,500 for covered losses. For any damages not covered under the Damage Protection plan, or if the Damage Protection limit is not sufficient to cover the damages sustained,

Owner will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.

- Pets: Renter must notify the Owner and receive approval before allowing any animals inside the Rental. Renter is responsible for any additional pet deposit and/or fee the Owner may require. Rental must be returned in the same condition as it was at the time of pickup. If cleaning is required (regardless of how minor) to return the Rental to its original condition Renter is responsible for and may be charged a pet cleaning on top of standard cleaning fees. Renter will forfeit pet deposit or be charged a non-refundable pet fee if animals are allowed in the Rental without first receiving prior approval.
- Interior Cleaning: The Rental must be returned in the same condition as it was at the time of pickup. If cleaning is required (regardless of how minor) to return the Rental to its original condition Renter is responsible for and may be charged a cleaning fee.
- Exterior Cleaning: The Rental must be returned in the same condition as it was at the time of pickup. If cleaning is required (regardless of how minor) to return the Rental to its original condition Renter is responsible for and may be charged a cleaning fee.
- Tank Dumping: The Rental must be returned in the same condition as it was at the time of pickup. If tank dumping is required (regardless of how full the holding tank are) to return the Rental to its original condition Renter is responsible for and may be charged a dump fee.
- Fuel Re-Fill: The Rental must be returned in the same condition as it was at the time of pickup. If the gas tank is not completely full (regardless of how little is required to fill the tank) the Renter is responsible for and may be charged a per gallon fee to fill the gas tank to the condition it was when received.
- Late Fee: Regardless of prior arrangements, if the Rental is returned after 11am during weekend days (Saturday or Sunday) or 4pm during weekdays (Monday through Friday) or if the Renter is late showing up to a pickup/return appointment, a late fee may be added to the reservation.
- Generator Overage: Renter is authorized to use up to 4 hours per day on the generator as permitted by the Rental Agreement. Additional usage may result in a per hour fee.
- Mileage Overage: Renter is authorized to operate the Rental up to 100 miles per day as permitted by the Rental Agreement. Additional mileage may result in a per mile fee. Renter acknowledges that it is their responsibility to know the limitations of their Rental, including appropriate speed, operating temperatures and RMPs. If at any time the Owner feels the Renter may be carelessly driving the Rental, the Owner may terminate the Rental or charge Renter for additional wear-and-tear of subsequent damages.

Signature

Date:

(Signature acknowledges Renter has read and agrees with Terms and conditions)

Name:

## **HOLDING TANKS**

Dumping the holding tanks on an RV rental or camper rental is sometimes a mystery to newbies. Think of an RV being like a house with its various systems such as electric, plumbing, HVAC, sewer, etc. Yes, there's a sewer system--- the stuff has to go somewhere! Sure, this is not the fun part of RVing, but it's essential. And it's really not difficult and does not take very long if you follow these techniques.

## Understanding the Holding Tanks on an RV Rental

Your RV rental has two sewer tanks. One tank is named Gray and the second tank is called Black. The Gray tank holds liquid waste from the kitchen sink, bathroom sink and shower/bath. The Black tank holds solid and liquid waste from the toilet. Get it now? Black is the dirtiest stuff and gray is not quite so foul. At the end of these tanks which are located under the RV, there is an outlet where you will connect the sewer hose in order to empty these tanks. Like we stated before---the stuff has to go somewhere!

## When Should You Dump the Sewer Tanks on a Camper Rental?

You should empty the sewer holding tanks on a camper rental when they are full or near full. There is a gauge on the RV that shows the status of each holding tank. Usually it's stated, Empty, 1/3 Full, 2/3 Full and Full. On a side note, in addition to the Gray and Black tanks there is a Fresh Water tank for usage when not connected by hose to "city" water. One reason to empty the Black tank when it is at least 2/3 full is because the weight of the waste effectively creates the gravitational force that pushes the matter out of the tank and down the hose to the sewer when the valve is opened. This concept is why you do not simply leave the Black tank valve open all the time and the hose connected to the outside dump hole and expect the tank to fully empty. FYI-If you rent a camper for just a few days, then the Black tank may not fill up which is what you want before dumping. If so you can fill it by flushing the toilet until the gauge shows full and then dump it. Generally, if you return an RV rental to the dealer with the sewer tanks not empty you will be charged an extra fee. However, a few dealers offer tank dumping within an all-inclusive price. Inquire to find out the policy with your camper rental.

## Equipment / Supplies Required for Dumping the Tanks on an RV Rental

Dumping holding tanks on an RV rental is not difficult but you need to follow a procedure to ensure it is done properly. Furthermore, you need to bring several items with you in the RV storage bay(s). These items may or may not be provided by the RV rental dealer. Ask and verify. Here is the list of essential items:

- RV Sewer Hose and connectors; if you think your sewer hose is too short then carry two hose and their connectors
- Disposable Gloves
- Holding Tank Deodorant
- A Garden Hose (i.e., used just for holding tank maintenance and not drinking water)

## Detailed Procedure for Dumping Holding Tanks in an RV Rental

Carefully read the below steps and then perform them in the same sequence for the successful dumping of holding

Tanks without any foul-ups:

- 1. You may need to move your camper rental to a dumping station if your campsite does not have full hookups that include a sewer dump hole.
- 2. Put on the disposable gloves.
- 3. Pull out the sewer hose and connect it to the dumping hole if not already connected.
- 4. You must empty the Black tank first but before that ensure the valve of both Black and Gray tanks are closed.
- 5. Now, remove the cap of the Black tank and fix the sewer hose tightly if not already connected with the help of its adapter and/or clamp. Double-check it to make sure it is secure.
- 6. Go to the other end of the sewer hose, which you have already placed into the dumping hole and ensure it is almost 6 inches inside or screwed on tight.
- If not the screw on type, then place a weight on the sewer hose at this end (dumping hole's end) to ensure it does not come out when you open the valve of black tank. The weight can be anything like a brick, cover of dumping hole, etc.
- 8. Now, it is the time to empty Black tank first. Open its labeled Black valve by pulling out on it. As soon as you open the valve, solid and liquid waste will move out of the holding tank down through the sewer hose and go into the dumping hole. This process will take a few minutes to complete so wait until this process is finished. When this process ends, you will experience a trickling sound within the hose. If in doubt, you can pick-up the hose to feel that it's empty.
- 9. Do not close the valve of Black tank. You are still left to fit the garden hose in the black tank flush/rinse (if equipped). This step is only for those who have an RV equipped with a black tank flush which is usually found near the tank valve and labeled as such. Those who don't have black tank flush can ignore steps 11 14 and close the Black valve at this time (i.e., step 15).
- 10. Connect the garden hose (i.e., the one to be used only for dumping maintenance) to the black tank flush from one side and to the dump station or campsite's water supply on the other side. Note: you may have to remove the "city" water supply hose to do this if there is no other available spigot.
- 11. Once the garden hose is connected, turn on the water supply all the way.
- 12. Keep the water supply on so that the Black tank flush can clean the tank from inside. Keep the water supply on for at least 5 minutes.
- 13. After this, close the valve of the Black tank.
- 14. Remove the garden hose from Black tank flush, but not the spigot.
- 15. Now, open the Gray tank(s). Dirty soapy water from the sinks and shower will flow down the hose thus "cleaning" out any waste left over from the Black tank.
- 16. Once the Gray tank is also empty, close its valve, remove the sewer hose, and close the outlet cover.

- 17. Next, hold the sewer hose from the tank side and lift it so that it drains out into the dumping hole. You can rinse the dumping hose with the water hose to ensure it is clean from inside and out.
- 18. It is the time to remove the sewer hose form the dumping hole. To do this, remove the weight or unscrew it from the sewer hose and pull it out from the dumping hole.
- 19. Clean the surroundings around the dumping hole and hose attachments with running water to ensure nothing has been left out there.
- 20. After this, you can add the holding tank's deodorant treatment to both Gray and Blank tanks with the required amount of water. This is done from the sink and toilet inside the RV. Most people treat the toilet at every dumping and only treat the sinks periodically; however, treating the sink every time is a good idea to avoid any smells especially during warm weather.
- 21. Remove the disposable gloves and wash your hands.

## Congratulations — you are now done!

Disclaimer: If the RV is returned with holding tanks clogged, a fee of \$250 will be charged. In addition, the renter will be responsible for any tickets or fines levied in conjunction with waste disposal. If the tanks are not returned empty and clean a fee of \$125.00 will be charged.

Signature	
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Date	

(Signature acknowledges Renter has read and agrees with Terms and conditions)

Printed Name: