



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 “POPPY”.
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/110v RV receptacle for power and a potable fresh water supply connection.
3. RENT TERM: The Rent Term shall begin on the ___ day of _____, 20___ at ___PM and expire on the ___ day of _____, 20___ at ___AM. 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.
4. OCCUPANTS: Renter agrees and warrants that no more than 6 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. Over-hang king sized beds: 700lb max
 - b. Dinette twin sleeper: 150lb max
 - c. Sectional twin sleeper: 300lb max
5. RENT, DEPOSITS, AND FEES:
 - a. RESERVATION DEPOSIT: A reservation deposit in the amount of \$75 (“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 5 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.
 - c. BASE RENT: 5 days prior to delivery renter shall pay to the order of the owner the base rent of \$60 per calendar day 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 \$2 per mile from 92563 and is due along with your final payment 5 days prior to delivery.
 - f. **CLEANING FEE:** a \$35 cleaning fee will be assessed and will be due along with your final payment.
6. **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
7. **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 7 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 \$350 charge.
 - b. Pets are allowed ONLY with permission and with an additional \$100 security deposit which will be refunded so long as there is no evidence of damage caused by pet or pet waste and no additional cleaning is required.
 - c. Do not access the trailers rooftop anytime for any reason.
 - 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. At the end of the rent term, the trailer, and the contents thereof shall be in the same condition found as 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.
 - f. The trailer furnishings are not to be removed from the trailer nor relocated outside for any reason.
 - g. Do not relocate, move, tow, or take down the trailer for any reason. Doing so is a breach of your agreement.
 - h. Do not move or remove door for any reason.



- i. "POPPY" is vintage and has some character flaws. Use caution when zipping windows and canvas up or down.
 - j. Do not place any food of any kind in the sink's drain.
 - k. While an indoor stove is available it is encouraged that you cook food outdoors on the provided outdoor stove.
 - l. Mattress covers will be provided for your protection and may not be removed for any reason even if renter is providing their own bedding.
8. REFUNDS AND CANCELLATIONS: All cancellations must be submitted in writing via email, or text message.
Email: rentals@getlostrvllc.com
Text: 951-305-0172
If the reservation is cancelled 30 days or more before arrival, customer's deposit will be refunded minus a \$25.00 service fee. If cancelled 6-29 days before arrival, deposit will be refunded 50%.
If cancellation is made 1-5 days prior to arrival date, Deposit and Rental Fees will NOT be refunded, however, delivery and cleaning fees WILL be refunded in full. 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.
9. 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.
10. 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.
11. 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, electricity or plumbing, nor weather conditions, natural disasters, acts of God, or any reasons beyond owner's control.
12. 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 ("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.

13. **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.
14. **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.
15. **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, 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 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.