



Address: 4945 W White Mountain Blvd
Lakeside, AZ 85901

Phone: (928) 242-1282

Email: ponderosaadventures@gmail.com

RENTAL AGREEMENT TERMS AND CONDITIONS (“Terms & Conditions”)

- 1. Definitions.** “**Agreement**” means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. “**You**” or “**your**” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver 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 rental company named in this Agreement. “**Authorized Driver**” means the renter and each driver permitted to drive the towing vehicle with the Travel Trailer in tow. Every **Authorized Driver** must have a valid driver's license and be at least **age 25**. “**Travel Trailer**” means the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Travel Trailer's equipment, awnings, keys and Travel Trailer documents. **The Travel Trailer may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** “**Loss of Use**” means the loss of our ability to use the Travel Trailer for our purposes due to Travel Trailer damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “**Diminished Value**” means the difference between the fair market value of the Travel Trailer before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. “**Charges**” means the fees and charges that are incurred under this Agreement. “**Rental Period**” means the period between the time you take possession of the Travel Trailer until the Travel Trailer is either returned to or recovered by us and checked in by us.
- 2. Rental, Indemnity and Warranties.** This is a contract for the rental of the Travel Trailer. We may repossess the Travel Trailer at your expense without notice to you if the Travel Trailer is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorneys' fees we incur resulting from, or arising out of, this rental or your use of the Travel Trailer or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Travel Trailer or Optional Equipment, no warranty of merchantability and no warranty that the Travel Trailer or Optional Equipment is fit for a particular purpose.**
- 3. Your Representations and Warranties.** You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Travel Trailer; any load will be properly loaded and placed for safe operation of the Travel Trailer; and you will ensure that when towing the Travel Trailer, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.
- 4. Condition and Return of Travel Trailer.** The Travel Trailer must be returned without damage and the inside must be clean prior to check out. If the Travel Trailer is returned with damage and/or in an unclean state, additional charges may be deducted from the Security Deposit and, if necessary, additional charges may be charged to your credit card, see **21. Cleaning** for more information. If you wish to extend the Rental Period, the Travel Trailer will be inspected and a written amendment will need to be signed and extended rental dates paid in full. If you decide to leave or return Travel Trailer before pre approved pick up time, you remain responsible for the loss of and any damage to the Travel Trailer until we arrive to inspect and retrieve from delivery location. Service to the Travel Trailer or replacement of parts or accessories during the rental must have our prior written approval. If the Travel Trailer is being picked up and towed with your own vehicle, you are responsible for emptying waste tanks, unless you have prepaid the dump fee of \$50. If not prepaid, and the Travel Trailer's waste tanks have not been drained (valves open, caps off) prior to return of the Travel Trailer, a dumping fee of \$50 will be taken out of your security deposit. **This does not apply to Delivery, dumping is included in the delivery fee.**
- 5. Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to, loss, or theft of the Travel Trailer, including damage caused by weather, acts of God or terrain conditions. Your responsibility will include: **(A)** all physical damage to the Travel Trailer measured as follows: **(1)** if we determine that the Travel Trailer is a total loss, the actual cash value of the Travel Trailer, less salvage; or **(2)** if we determine that the Travel Trailer is repairable: **(i)** the difference between the value of the Travel Trailer immediately before the damage and the value immediately after the damage; or **(ii)** the reasonable estimated retail value or actual cost of repair plus Diminished Value. **(B)** Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Travel Trailer is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. **(C)** an **administrative fee**, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=**\$50 fee**; \$251-\$500 damage=**\$75 fee**; \$501-\$750 damage=**\$100 fee**; \$751-\$1500 damage=**\$150 fee**; \$1501-\$2500 damage=**\$200 fee**; over \$2500 damage=**\$250 fee**. **(D)** towing, storage, and impound charges and other reasonable incidental and consequential damages. **(E)** all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
- 6. Prohibited Uses.** The following acts or uses of the Travel Trailer are prohibited and constitute material breaches of this Agreement: **(a) Towing the Travel Trailer: (i)** towing or moving the Travel Trailer with own vehicle when Travel Trailer is agreed upon



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for Delivery ONLY, (ii) by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; (iii) by anyone under the influence of drugs or alcohol; (iv) by anyone who obtained the Travel Trailer or extended the rental period by giving us false, fraudulent or misleading information; (v) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (vi) for commercial purposes without our written consent; (vii) to carry dangerous or hazardous items or illegal materiel; (viii) towing outside the United States or Canada; (ix) when loaded beyond the manufacturer's suggested tow rating for the Travel Trailer; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unimproved or unpaved roads; (xi) when it is reasonable to expect you to know that further operation would damage the Travel Trailer; (xii) in a manner that causes damage to the Travel Trailer due to inadequately secured cargo; (xiii) towing with your vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiv) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (xv) failing to properly load materials and distribute the weight of those materials to allow safe operation of the Travel Trailer; (xvi) failing to properly secure the Travel Trailer to the towing vehicle; (xvii) transporting passengers in or on the Travel Trailer while the Travel Trailer is being towed; **(b) Failing to summon the police to an accident involving the Travel Trailer; (c) Damaging the Travel Trailer by your intentional, wanton, willful or reckless conduct; (d) Transporting or having an animal in the Travel Trailer without our written consent; (e) Sitting, standing or lying on the roof or exterior of the Travel Trailer; (f) placing signs or lettering on the outside of the Travel Trailer; (g) placing loudspeakers or other sound equipment on the exterior of the Travel Trailer; (h) failing to use the Travel Trailer in compliance with all instructions and warnings provided by us; and (i) Smoking in the Travel Trailer. PROHIBITED USE OF THE TRAVEL TRAILER VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

7. **Insurance.** We provide collision and comprehensive insurance on the Travel Trailer with a deductible. You are responsible for the deductible amount. Deductible amount is **\$1000**. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police, as soon as you discover them and complete our insurance incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Travel Trailer. **You are responsible for all damage to the Travel Trailer that is not covered by our insurance policies or that is in excess of our insurance limits. WE DO NOT PROVIDE liability insurance coverage on the Travel Trailer unless we are delivering. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Travel Trailer through the insurance policy that covers your towing vehicle.** You can purchase liability insurance through your own insurance, form available, OR you can purchase liability insurance through our MBA insurance, instructions available.

8. **Charges and Costs.** You permit us to reserve against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. **Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 14 days to process and return.** You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Travel Trailer if you fail to return it or if we elect to repossess the Travel Trailer under the terms of this Agreement; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a reasonable fee not to exceed **\$1000** to clean the Travel Trailer if returned substantially less clean than when rented; (g) a surcharge if you return the Travel Trailer to a location other than the location where you rented the Travel Trailer or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) **after the due-in date**, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and (i) a dumping fee of \$50 if the Travel Trailer's waste tanks have not been drained (valves open, caps off) prior to return of the Travel Trailer (does not apply to Delivery). **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

9. **Security Deposit.** A Security Deposit is required for each Travel Trailer rental and is due five to seven days prior to the day of the Rental Period Start Date. We will refund the security deposit within three to seven days after the Rental Period. This Security Deposit covers the cost in the event there are missing or damaged items inside or outside of the Travel Trailer during your stay. If necessary, additional costs associated with missing or damaged items, may be charged to your credit card that we have on file, plus sales tax.

All of our Travel Trailers are preferred for **Delivery**. This includes delivery to campsite, set up, retrieval of trailer, and dumping of gray and black water tanks. The refundable security deposit for Delivery is **\$1,000**.



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If you would like to **Pick Up** any of our Travel Trailers with your own vehicle, the refundable security deposit is **\$1,500**. You will need to fill out our liability and vehicle information agreement. Liability insurance is required! We ask that you kindly dump black and gray water tanks before returning the Travel Trailer. If you would like us to dump the tanks for you, we would be happy to! We charge a \$50 dump fee.

10. Delivery (Set up and Take down) / Check In (Pick up and Return). We will deliver and set up the Travel Trailer at the agreed upon rental location on the rental period Start Date and pick up the Travel Trailer upon Completion of your rental period. We will be available for Check In of the Travel Trailer at the agreed upon Pick up location on the rental period Start Date and Return date. Delivery (Set up or Pick up) times are generally 3:00 - 5:00 pm and Retrieval (Take down or Return) times are generally 10:00 - 11:00 am. It is your responsibility to inform us of any desired departure and/or retrieval time changes. We do our best to accommodate delivery and retrieval times, but we schedule on a first-come, first-serve basis. We request that you be present at the rental Delivery Set up or Check In Pick up location at the same time as one of our staff. Our staff member will provide you with an orientation to show you the safe and proper use of the Travel Trailer features. The orientation process, along with the Travel Trailer set up for delivery, can take up to one hour. There are no refunds for early departures or returns. **If incorrect delivery information is submitted through the reservation request, the delivery location is not accessible, or if there is a possibility of damage to the Travel Trailer if set up in delivery location that results in extra delivery time, you may be charged an additional fee that will be deducted from the Security Deposit to cover travel costs & time spent. Our staff retains the right to say the desired delivery location is not accessible or safe for a trailer set up. They will do what they can to accommodate you and locate the next best delivery location nearby that you both can agree upon. If no agreement can be made on a new delivery location, the delivery fee will NOT be refunded, and you may be charged an additional fee to cover travel costs & time spent.**

11. Your 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 we received, handled or stored, or that was left or carried in or on the Travel Trailer or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

12. Responsibility for Traffic Violations, and Other Charges. You are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a **"Violation"**) assessed against you, us or the Travel Trailer during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm (**"Processor"**) of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

13. Our Responsibility to You if the Travel Trailer becomes Inoperable. If the Travel Trailer becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Travel Trailer is inoperable.

14. Personal Information. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Travel Trailer.

15. Cancellation / Rescheduling. A full refund, minus a \$99 cancellation processing fee, will be issued if you cancel at least 30 days prior to rental start date. A 50% refund, minus a \$99 cancellation processing fee, will be issued if you cancel at least 14 days prior to the rental start date. All bookings made within 7 days prior to rental start date, are allowed a 24-hour cancellation grace period, which means a full refund, minus a \$99 cancellation processing fee, will be issued if canceled within 24 hours of booking. All bookings canceled outside of above parameters will not be refunded unless the owner decides to do so but retains the right to determine how much refund will be issued if any. We offer a one-time courtesy reservation rescheduling if the change is made at least 48 hours before the reservation start date. Rescheduling is based on availability, and the new reservation must take place during the current season.

16. Limited Supplies. Our Travel Trailers come equipped with tanks for freshwater, gray and black water holding tanks, propane (for trailer use ONLY, NOT TO be used on generators), and charged 12 volt batteries. 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 your rental period for free. If we are requested by you to provide additional supplies we will charge an additional fee to cover the cost of the supply, travel time, and time spent. **We recommend requesting additional supplies you deem necessary for your rental prior to the rental start date, as the fee will only be the cost of the extra supplies.**

17. Generator. A generator, with one 5 gallon propane tank, will be provided as requested at an additional fee of \$29 per night. Our generators must be run on propane fuel only and any additional fuel is the responsibility of the renter. **If any fuel other than**



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propane is used, an automatic penalty of \$500 will be charged. We can provide an additional propane tank for your rental upon request for \$15 per tank. **THE GENERATOR IS YOUR RESPONSIBILITY WHILE IN YOUR POSSESSION. If damaged, you will be responsible for any charges to repair the generator. If lost or stolen, you will be responsible for the FULL retail price of the generator.**

18. **Late fees.** Return and Pick up time is 11:00 am on the last day of rental. A \$25 late fee will be charged for every half hour after 11AM unless previously discussed and agreed upon with us.
19. **Provided items.** We provide toilet paper and cleaning supplies.
20. **Linens.** We do NOT provide bedding and towels. If you would like bedding and towels provided during your rental, a \$30 fee will be charged. The cost of any linens that are damaged or lost will be taken from your security deposit.
21. **Cleaning.** The Travel Trailer must be returned without damage and the inside must be clean prior to check out. You will be responsible for cleaning the unit at the conclusion of your rental. Cleaning supplies and a cleaning checklist will be provided to you. You will be charged \$20 - \$80 depending on the condition the Travel Trailer is left in.
22. **Dumping.** If we are delivering the trailer, the dump fee is **included** in the delivery fee. If you are picking up the trailer in your own vehicle, **you will be responsible for dumping both black and gray tanks before returning the travel trailer**, unless you have prepaid the dump fee of \$50. If not prepaid, and the Travel Trailer's waste tanks have not been drained (valves open, caps off) prior to return of the Travel Trailer, a dumping fee of \$50 will be taken out of your security deposit.
23. **Awning.** Awning is to be used at your own risk. The most common damage to a Travel Trailer is the awning. **ANY AND ALL DAMAGES CAUSED TO THE AWNING WILL BE THE FULL RESPONSIBILITY OF THE RENTER.**
24. **Keys.** Lost keys will incur a replacement fee.
25. **Pets.** All pets are prohibited unless approved by the owner prior to rental. Pet fees will be an additional \$10 per night for one pet and \$15 per night for two pets with a minimum of \$45 per rental. **Maximum of two pets per rental.** Upon return of the trailer there should be **NO EVIDENCE OF AN ANIMAL IN THE UNIT.** Any such evidence including, but not limited to, odor, pet hair, scratches, etc. will be the full responsibility of the renter and will be charged to the card on file, this includes a cleaning fee as needed. If evidence of a pet is found and a pet is not pre-approved, a \$200 penalty will be charged.
26. **Smoking. ABSOLUTELY NO SMOKING.** This includes, but not limited to, cigarettes and vaping. Smoking in the Travel Trailer will be an automatic penalty of \$500. **IF CLEANING OUT THE SMELL COSTS MORE THAN \$500 AN ADDITIONAL FEE WILL BE CHARGED.**
27. **Moving the Trailer.** If the trailer is delivered and you move the trailer without prior agreement with us, a fee of at least \$200 or more will be charged. If the trailer is damaged, you will also be responsible for any and all damage repair costs.
28. **Water.** We **DO NOT RECOMMEND** drinking the Travel Trailer tap water. Please bring your own drinking water. We are not liable if you choose to drink the tap water. The water supplied in the fresh water tank is clean, but we cannot guarantee it is safe for drinking.

Miscellaneous. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a Travel Trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

BY SIGNING BELOW, YOU: agree to the terms and conditions of this Agreement as set forth on the Face Page, in the Terms and Conditions, and any other document that you sign; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit.

Renter's Signature: _____ Date: _____