

Dream Rentals of Texas LLC

Rules & Rental Agreement

1. **No Refunds for Early Returns:** If you return early, we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
2. **Fee for Late Returns / Recovery of rental:** If you are late returning the unit there is a late fee of our nightly rate. You will also be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit. If the renter fails to return the unit, and there is a need to recover the vehicle from any location other than the designated drop off address, the renter will be responsible for any and all fee's associated with recovering the RV, including but not limited to: travel expenses, towing fees, per diem, admin recovery fee, labor expenses, and canceled reservations. In addition to all recovery efforts and fees, there will be a minimum ADMIN RECOVERY FEE of \$1500.00 added onto the recovery of the rental. NO EXCEPTIONS.
3. **Campground Reservations.** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors. Your campground must have a minimum 50 AMP connection.
4. **NO SMOKING:** Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit.
5. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
6. **Odors / Cooking:** We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as raw fish storage or cooking with heavy spices such as curry or strong gumbo.
7. **Toll Roads, Red Light Cameras, parking tickets, etc:** Parking Tickets, Mailed Violations, and Toll invoices are a major burden and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 administration fee. If you want to use Toll Roads, you are free to pay at

the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc mail comes our way or the \$75 administration fee will apply! Note: Most toll agencies are good to work with and will help you out if a mistake and call them right away.

8. Awnings: We discourage the usage of the exterior awnings. This is for your protection because they are at a minimum of \$3,000 to replace. They can be damaged very easily due to weather or accidental misuse. Awnings ARE NOT COVERED by insurance. Damage to awnings, including damage while driving (tree, tollroad, etc) are 100% your responsibility and will exceed your security/damage deposit amount.
9. Generators: are for running the electrical elements of the rental. They are not “constant run” generators and are not designed or allowed to be used as primary power while you are camping by running them constantly for extended periods of time. If you desire air conditioning you need to use a campsite with RV electrical available to plug into. Customers are forbidden from running the generator overnight while sleeping in the unit.
10. Pets: You MUST have approval from us before allowing a pet in the trailer. If we reached an agreement on having a pet, an extra cleaning fee applies. Many renters are allergic to pets so we must charge extra because it takes a lot of work to clean the RV after a pet has been in it to remove all the pet hair, dander, and sanitize every surface. Our current pet fee is \$100 for the entire rental period.
11. Security Deposit: Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.
12. Training: When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 1 hour to an 1 1/2 hour depending on any prior experience you have with an travel trailer. Picking up a rental is not like picking up a rental car so please plan at least an hour for this when you make your plans.
13. Propane: Propane is charged at \$3 per gallon upon return.
14. Damage/Minor Repairs: If the rental and/or the contents in the rental 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 Trey Connally immediately at 972-762-7873.

- a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, ice chest, etc) the item you purchased and the receipt must be surrendered upon return if you want reimbursement.
15. 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 call the emergency contact, Lauren Gonzales at 678-469-0093.
16. Renter Damage. If the rental and/or the contents in the rental 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 972-762-7873.
17. Waste Holding Tanks: Waste holding tanks must be emptied prior to return & valves left CLOSED. When you return the unit we will close the valves which is our way of making sure the tanks are empty. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee. If you don't want to flush the tanks you can select the dump fee below.
18. Rental Period: The rental period is every day you have the unit past 4 PM, so the unit is due back by 4 PM the day after your reserved rental period ends. For example, You pick up the unit Friday at 1 pm, and return the unit Monday by 10 am, you are charged for 3 days (Fri, Sat, Sun).
19. **Assumption of Risk; Liability Release; Covenant Not to Sue.**
 - (a) Renter voluntarily elects to use the RV and assumes all risk associated therewith. Renter is aware and understands that use of the RV entails risk of injury or death; any list or description of inherent risks is not complete; and other unknown or unanticipated inherent risks may result in personal injury, death and/or property damage. With knowledge of the foregoing, and as an inducement for RV Owner to permit Renter to use the RV, Renter on his, her or its behalf, and on behalf of his, her or its Guests agrees to assume and accept full responsibility for any and all risks and dangers of personal injury, property damage and death arising from or relating to use of the RV, including but not limited to, all risks and dangers associated with the inherent risks, whether described

herein or not. Renter represents and acknowledges that prior to use of the RV, Renter has or will personally inspect the RV and find it safe and suitable for Renter.

(b) Renter, on its, his, or her own behalf and any minor for whom he or she signs this Agreement, and on behalf of its, his, or her Guests, heirs, executors, administrators, agents, representatives, insurers and attorneys, hereby releases, waives, and discharges RV Owner, its affiliates, and their managers, members, owners, officers, agents, and representatives of every kind (collectively, the "Released Parties") from and against any and all claims, liability, suits, actions, costs, attorneys' fees, damages, and loss, including those arising out of death, personal injury or property damage, regardless of the cause and WHETHER OR NOT RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, MISCONDUCT OR OMISSION BY THE RELEASED PARTIES OR ANY OTHER PERSON, arising out of, relating to, or in any way connected with Client's use of the RV and/or presence on the RV.

(c) Renter, on its, his or her own behalf, and on behalf of its, his or her Guests, insurers and attorneys, hereby waives its, his or her right to sue or to bring any action against the Released Parties in connection with any and all claims, liability, suits, actions, costs, attorneys' fees, damages, and loss, including those arising out of death, personal injury or property damage, regardless of the cause and WHETHER OR NOT RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, MISCONDUCT OR OMISSION BY THE RELEASED PARTIES OR ANY OTHER PERSON, arising out of, relating to, or in any way connected with use of or presence in or on the RV.

20. **Indemnity and Hold Harmless.** RENTER, ON ITS, HIS, OR HER OWN BEHALF AND ANY MINOR FOR WHOM HE OR SHE SIGNS THIS AGREEMENT, AND ON BEHALF OF ITS, HIS, OR HER GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, AGENTS, REPRESENTATIVES, INSURERS AND ATTORNEYS, HEREBY RELEASES, WAIVES, AND DISCHARGES RV OWNER, AND ITS MANAGERS, MEMBERS, OWNERS, OFFICERS, AND REPRESENTATIVES OF EVERY KIND, HEREBY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES (DEFINED ABOVE), FROM ANY AND ALL CLAIMS, LIABILITY, SUITS, ACTIONS, COSTS, ATTORNEYS' FEES, DAMAGES, AND LOSS, INCLUDING THOSE ARISING OUT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, REGARDLESS OF THE CAUSE AND WHETHER OR NOT RESULTING FROM THE SOLE OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, MISCONDUCT OR OMISSION BY THE RELEASED PARTIES OR ANY OTHER PERSON, ARISING OUT OF, RELATING TO, OR IN ANY WAY

CONNECTED WITH THE RV, RENTAL, RELATED ACTIVITIES, AND/OR CLIENT'S AND/OR HIS OR HER FAMILY MEMBERS', GUESTS', AND/OR

INVITEES' ACTIVITIES, AND/OR USE OF AND/OR PRESENCE ON OR AROUND THE RV AND/OR RENTAL.

21. Governing Law and Exclusive Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to any choice of law rule or principle of the State of Texas or any other jurisdiction that otherwise may apply the law of another jurisdiction. Exclusive venue with respect to any legal proceeding related to this Agreement shall rest only in the state courts of Rockwall County, Texas.

22. No Waiver. The failure of RV Owner to enforce any part of this Agreement shall not be deemed a waiver or limitation of the RV Owner's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Further, no waiver by RV Owner of any default or breach of this Agreement shall operate as a waiver of any other breach or default or the same breach or default on a future occasion.

23. Entire Agreement. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter, UNLESS there is a pre-existing contract between RV Owner and Renter from a marketplace facilitator. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

SELECTION OF EXTRA FEES

Initial items you would like.

_____ Dump fee: I do not want to perform the final dump and flush of the sewer system - \$100

FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.

DUMP \$100 CHARGE WILL BE ASSESSED IF BLACK AND GREY TANKS ARE NOT EMPTIED PRIOR TO RETURN.

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

SHORE-POWER ELECTRICAL CORD REPLACEMENT \$150 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD \$50 TO REPLACE 15 AMP ADAPTER.

SEWER HOSE REPLACEMENT \$150 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

CLEANING \$50/HR (1HR MINIMUM) FOR ANY EXTRA CLEANING REQUIRED AFTER RETURN. THE TRAILER SHOULD BE RETURNED IN THE SAME CONDITION AS IT WAS AT PICK-UP.

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

PETS AUTHORIZED IN WRITING AT TIME OF BOOKING OR OTHERWISE ARRANGED ARE WELCOME IN MY TRAILER FREE OF CHARGE. SHOULD ANY DAMAGE OCCUR BECAUSE OF YOUR PETS YOU ARE RESPONSIBLE INCLUDING, BUT NOT LIMITED TO, URINE OR WASTE STAINS, CLAW/SCRATCH/CHEW MARKS, DAMAGE TO FURNITURE, EXCESSIVE CLEANING FEE.

A \$100 FEE WILL BE ASSESSED FOR EACH UNAUTHORIZED PET.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date