

# **Information and Rental Agreement for Trailer Delivery Outside of the Lake Casitas Recreation Area**

## **Rental Minimums**

There is a 3 (three) night, 4 (four) day minimum requirement on all rentals, excluding Thanksgiving, when there is a 4 (four) nights, 5 (five) day minimum.

## **Trailer Delivery**

Trailers are delivered by appointment only; please call to book your appointment. Plan to meet us at your destination, followed by a brief orientation on trailer use.

## **Orientation**

At the time of delivery of the trailer, we will provide the customer with a review of operating instructions. During the orientation renters will learn to open and retract the awning, reset the electrical system, change batteries, turn propane on and off, connect and disconnect utilities and light the stove and oven. Customers will also be given RV toilet paper and two filled propane bottles.

## **Reservation Deposit and Cancellation Policy**

All reservations require a 50% deposit of the total rental price. The balance of the rental fee is due at least 31 days prior to the date of the reservation. The deposit is refundable up to 31 days before departure, less a \$50 cancellation fee. Cancellations 30 days or less before reservation arrival date will forfeit the full rental fee.

## **Security Deposit**

A \$500 security deposit is required for all travel trailers traveling outside the Lake Casitas Recreation Area. The security deposit will be returned to the customer within 5-10 business days after the rental unit is returned with no problems or damages, clean and no extra fees have been incurred.

## **Cleaning and Return of Trailer**

Before returning the trailer, remember to remove all personal items and trash from the trailer — including all food from the refrigerator, freezer, and oven. The interior of the trailer must be swept and all areas wiped with a mild cleanser, this includes the toilette, shower, sinks, refrigerator, stove, oven, counters, dinette, light switches, doors and cabinets.

## **Batteries and Generators**

Trailers have limited use of electricity when running off of batteries. We recommend hooking up to electricity whenever possible or using a generator. Batteries last approximately 24–72 hours before needing to be recharged (or replaced), and only the lights, water pump, water heater, thermostat, and refrigerator will work.

## **No Smoking**

All trailers are nonsmoking units. Do not smoke in or around the trailer doors or windows. If a trailer is returned smelling of smoke, the customer's full deposit will be forfeited and additional charges may be assessed, if necessary, for removal of the odor.

### **Substitutions**

We make every effort to provide the customer with the trailer requested; however, we reserve the right to substitute models of similar size or sleeping arrangement. Should a less expensive model be offered and accepted, liability will be limited to a refund of the difference in price between model reserved and model accepted.

### **Agreement and Conditions for Trailer Delivery**

1. Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "Renter" means the person identified as the renter on this form, 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. "We", "our" and "us" means the business renting the towed Trailer to Renter. "Trailer" means the non-motorized towed recreational vehicle identified in this Agreement and any Trailer we substitute for it. "Loss of use" means the loss of our right to use the Trailer 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 nights from the date of damage to the Trailer until it is repaired or replaced times the nightly rental rate.
2. Rental, Indemnity and Warranties. This is a contract for rental of the Travel Trailer. We may repossess the Trailer at Renter's expense without notice to Renter, if the Trailer is abandoned or used in violation of law or this agreement. Renter agrees 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 Renter's use of the Trailer.
3. Condition and Return of Trailer. Renter must return the Trailer to our rental office or other location we specify, on the date and time specified in this Agreement, and in the condition that renter received it, except for ordinary wear. If the Trailer is returned after closing hours, renter remains responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.
4. Responsibility for Damage or Loss; Reporting to Police. Renter is responsible for all damage to, or loss or theft of, the Trailer, which includes cost of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it, loss of use, diminished value of the Trailer caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative and labor expenses connected with any damage claim, whether or not renter is at fault. Renter must report all accidents involving the Trailer to us and the police within 24 hours of occurrence and provide police report or incident number to us.

5. **Prohibited Uses.** The following acts or uses of the Trailer are prohibited: **a) towing the Trailer: (i) by anyone not authorized by this Agreement; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) to carry dangerous or hazardous items or illegal materials; (vii) outside the United States or Canada; (viii) when loaded beyond capacity, as determined by the manufacturer of the Trailer; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (x) when it is reasonable to expect renter to know that further operation would damage the Trailer; (xi) in a manner that causes damage to the Trailer due to inadequately secured cargo; (xii) on unpaved roads or non-public roads; (b) failing to summon the police to any accident involving the Trailer that caused personal injury or property damage; (c) damaging Trailer by renter's intentional, wanton, willful or reckless conduct; (d) damaging Trailer by an animal being transported in the Trailer; (e) damaging Trailer by sitting, standing or lying on the roof of the Trailer; (f) damaging the Trailer by placing tire chains on the Trailer; and, (g) damaging trailer by using a generator with less than 3500 amps.**

6. Insurance.

7. **Charges.** Renter agrees to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time for the period during which renter keeps the trailer; (b) charges for additional drivers; (c) charges for optional services; (d) applicable taxes; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Trailer assessed against us or the Trailer; if renter fails to pay a traffic or toll charge to the charging authority, renter will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge; (g) \$100, plus \$5/mile for every mile between the renting location and the place where the Trailer is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from renter or otherwise enforcing our rights under this Agreement; (i) a 5% late fee, or the maximum amount allowed by law (if lower than 5%) on all amounts paid after the Trailer is returned; (j) \$50 or the maximum amount permitted by law, whichever is greater, if renter pays us with a check returned unpaid for any reason; (k) a reasonable fee not to exceed \$350 to clean the Trailer, if returned substantially less clean than when rented; (l) a dumping fee of \$50 if the Trailer's waste or holding tanks have not been drained and rinsed (valves open, caps off) by renter prior to return of the Trailer; (m) no refund of rental fees if Trailer is returned earlier than date or time due in.

Deposit. We may use Renter's deposit to pay any monies owed to us under this Agreement.

8. **Renter's Property.** Renter releases us, our agents and employees from all claims of loss of, or damage to, Renter's personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the 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.

9. Modifications. 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 renter and us.

10. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of performance of Renter's obligations under this Agreement. Our acceptance of payment from Renter 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. Unless prohibited by law, Renter releases us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. Renter will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe towing or use of Trailer committed by Renter or Renter's agent. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.