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RV Rentals on the Central Coast.main

RV Rentals on the Central Coast

NOT A RESERVATION CONFIRMATION

(aka RVRCC) RV Rental Agreement

Last updated: Sept 1 2023

Please read this RV Rental Agreement carefully before consummating the rental of the RV.

If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, "you" and "your" will refer and apply to that company or other legal entity. Rental services are limited to those persons who are twenty-five (25) years of age and older in accordance with state and federal laws. By renting the RV, you warrant you are the requisite minimum age, and that you have the right, authority, and capacity to agree to and abide by these Terms.

Additional Definitions

"We", "our" or "us" means RVRCC.

"Authorized Driver" means the Renter and each driver listed on this contract who is permitted to drive the RV. Each Authorized Driver must have a valid driver's license, hold the applicable and appropriate vehicle insurance and be at least twenty-five (25) years of age.

"Charges" means the fees and charges that are incurred under these Terms.

"Rental Period" means the period between the time you take possession of the RV until the RV is either returned to or recovered by us and checked in by us.

Initials Reservation Deposit:

A \$100.00 deposit is due at the booking of every booking. This amount will go towards your final payment. It is not refundable if your reservation is cancelled 7 <u>days</u> before your booking.

Initials Credit Card Security Authorization Form:

Before your booking, RVRCC must have a CC Authorization form on file. This means you give us a valid CC and drivers license in the case any damage occurs. We will not hold the card or charge it unless necessary. Please help us to avoid using the CC by taking great care of the unit while in your possession.

Additional Fees: (Only if necessary)

- \$75.00 fee if unit is not cleaned prior to being dropped off/picked up. This includes but not limited to: dirty dishes, dirty toilet, trash left behind, excess amount of mud/sand in/on unit. Unit needs to have all dishes cleaned/put away, toilets need to be cleaned, and the floors need to be swept out. Trash must be removed from the units to avoid additional charges.
- \$75.00 setup fee will be charged to the credit card if the RVs are not put back together at time of pickup/drop off. *The following must done in order for your card to not be charged:* dining tables/couches must be put back together, all dishes must be washed and put back, all trash must be removed from the RV, all food must be removed from the sink, cabinets and refrigerators.
- \$1800.00 fee if the awning is damaged while the RV is in your possession. Awning may be used at campgrounds with prior permission from RVRCC. You must receive permission in order to use the awnings. Any damage to the awing is 100% the customer's responsibility, financially and otherwise. Awning must be brought in at night, when away from the unit for any amount of time and in severe wind and weather.
- \$550.00 fee if stabilizer jack that is damaged while the RV is in your possession. Never adjust or move



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trailer setting after we have left the setup process.

Generators:

A 2000w generator is included if necessary, to charge the batteries only for max 2 hrs per day. A 3500w generator is available for an additional rental charge which will work the microwave and medium appliances. No AC or TV can be used with generators. Generators are never to be put in mud or weeds. Always keep generator in a safe area like gravel or mowed grass to prevent a fire hazard. If a generator is returned not running, the renter will be charged for the repair cost. If a generator is lost/stolen the renter will be charged full retail price. All generators cost an additional \$2 per hour after allotted usage.

Propane:

We supply two 5-gallon propane tanks per trailer. If you run out due to high usage, it is your responsibility to fill it up.



Cash, credit/debit card, Apple Pay and Venmo are accepted for the rental payment. All charges must be paid in full before delivery/pick up of the RV or cash paid at delivery. A 3% credit card transaction fee is charged for any credit card transactions on our website. We will email you details 5-7 days out before your reservation with forms and payment info.

Damage Reporting & Discovery:

Please advise us when an item is damaged in our units. The renter is responsible for any damage/repair costs. This includes the parts cost, the labor cost, and employee drive time. We will NOT respond to any RV issues after 5pm. Any issues will be addressed the following day after 10am. RVRCC has up to 15 days from the return of the unit to inspect the unit for damages and contact the customer. The credit card can be charged up to 15 days if any damage or issues are discovered.

Initials	Cancellation	Policy:
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If you cancel the reservation (7) days or more before the rental date your deposit will be returned. If you cancel (6) days or less before your rental date your deposit is not refundable. If you cancel (3) or less days 50% of the reservation is owed.

Pick Up Times

The units are delivered/setup between 1pm-4pm (unless prior arrangements have been made). Check out is 10am for trailers. We are unable to deliver/meet customers after 5pm.

Cleaning Charges:

- \$75.00 Basic mess
- \$300.00 Pet Odors/Mess
- \$500.00 Smoke Odors
- \$25.00 Lost Keys (\$75 service fee if we are called out to unlock a unit.)

General Information:

- **No smoking** is allowed in any rental units. Any smoke odors in the returned rental units will result in additional fees.
- Cooking in the unit: Food, grease or debris is never to be put down the kitchen sink or down any drain
- **RV Toilet**: Only human waste and a reasonable amount of special RV toilet paper goes in the RV toilet.
- **No pets** are allowed in rental units unless prior arrangements have been made. Any pet odors in the returned rental units will result in additional fees.
- **No Ladder/Roof Access:** Some rental units are equipped with rear ladders. These are not for customer user. There is no reason any customer should be on the roof of the unit. Activity on the roof of the unit is prohibited.



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Basic RV life—Definitions—> <u>DRY CAMPING</u>: Means limited or zero hookups. No sewer, no water, no power. The rigs are all ready for this but it takes conservation and mgmt on your part. Watch the water usage with a gauge. Check batteries with a gauge. Charge batteries with generator provided. When dry status you can't use ANY house hold style plug unless the generator is running.

<u>WET CAMPING</u>: Heaven! When all 3 above are provided. Water hose, 30amp site power and a sewer connection. This is the BEST! Use all the water you want. Use all the power you want. Everything drains into the sewer. Bliss.

POWER: Important: —> All trailers come with battery storage for lights, water pump, refrigerator, and heater. 2000w generator is included to charge the batteries but can also be used for small appliances like coffee maker/toaster. If you need more power for microwave and medium appliances please add the 3500w generator for \$150. Because we live in SLO county we DO NOT permit AC with any generator or household 15amp power cord. Only 30amp site power is suitable for AC. 30amp is a x-large style plug specific to RVs with enough juice to run lg appliance like AC. Generators are limited to 2-3 hours per day. In SLO, when it gets warm, sit under a tree. No TV on generator either.

WATER: A 45gal onboard water tank will be provided for potable water (not recommended for drinking). For dry camping, when water is gone it's gone. Conservation important.

SEWER: Black and Gray tanks are 40 gal. Plenty for black. But gray will fill up so we suggest no showers when dry camping.

We deliver in San Luis Obispo and 20 miles surrounding. Mostly to the Pismo Beach, Lopez Lake, and Morro Bay. Book a campsite and let us know where your going. We will be in touch with any issues BEFORE we confirm the reservation. We also MIGHT deliver to private property for extra beds and events for special occasions depending on access. Book with us today, tell us where you are going and we deliver/setup. We enjoy simple costs and easy operations with little hassle. Please call us if you have any questions.

Required 3-night Min Weekends in 2024. Black-out days for delivery/pickup

Memorial Weekend: May 25-26

• 4th of July: July 4-5

Labor Day: Aug 31-Sept 1Thanksgiving: Nov 28-29

• Christmas 25-26

No reservation may <u>start or end on these dates</u>. We need a vacation too so we can't deliver/pickup on these days.

Release of Liability

Customers will hold Lessor harmless from any and all fines, forfeitures and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Customer further agrees to indemnify and hold harmless the Lessor from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use, operation or possession of the rented unit. 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 vehicle.

I and those I bring in contact with the unit in which I rented from RV Rentals on the Central Coast shall hold harmless, other client owners. RV Rentals on the Central Coast and its authorized agents and employees from and against all loss, bodily injury, damages and expenses. including legal expenses, of any kind arising from my rental unit during my possession extending to such time my use is finalized and cleared by RV Rentals on the Central Coast, (including without limitations, latent and other defects whether or not discoverable by me or RV Rentals on the Central Coast). This indemnity shall continue in effect at all times despite the return of the rental in before or after expiration of the contract terms whether by my formal request, RV Rentals on the Central Coast or otherwise. It is agreed and understood that I may control the defense of any such claim.

By signing below, you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a credit voucher in your name for all rental charges due under this Agreement. Signature acknowledges that renter has read and agrees to the



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above policies, terms and conditions.

Health Safety Acknowledgment -- Liability Waiver and Release of Claims

Initials	COVID-19 SAFETY	INFORMATION:
Initials	COMID-TA SALELL	INFURMATION

While renting/using recreational vehicles owned or rented by the RV Rentals on the Central Coast, ("RVRCC") "social distancing" must be practiced and face coverings worn at all times when in the presence of anyone outside your family unit, to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, RVRCC has put in place preventative measures to reduce the spread of COVID-19. However, RVRCC cannot guarantee that its clients, their family, friends or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not rent from RVRCC. By renting from RVRCC, you certify that you do not fall into any of the following categories:

- 1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
- 2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
- 3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Clients and their guests agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact RVRCC if he/she experiences symptoms of COVID-19 within 14 days before or after renting a recreational vehicle from the company.

I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST RV RENTALS ON THE CENTRAL COAST, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY BOOKING.

ASSUMPTION OF THE RISK. I acknowledge and understand the following:

- 1. Participation in booking includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- 2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- 3. I hereby knowingly assume the risk of injury, harm and loss associated with the booking, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the booking, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT



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OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE RENTAL BOOKING.

X James Borland

Signed By James Borland Signed On: October 11, 2023



Signature Certificate

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 6 of 6

