

RV Rentals on the Central Coast

(aka RVRCC) *RV Rental Agreement*

Last updated: December 7, 2020

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.

1. 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.

2. Reservation Deposit: A valid credit card is required in advance to reserve an RV. This will be charged if the unit is returned with damage or for cancellations (Full price will be charged for cancellation with less than a 5-day notice). Reservation deposit is NON-REFUNDABLE and NON-TRANSFERABLE for any cancellation made 13 days or less prior to departure.

3. Damage Deposit: A \$500.00 damage deposit on a valid credit card is due at check-out upon rental in addition to rental fees. This will be charged to the credit card on file if damage occurs while the unit is in your possession/control.

4. Misc Fees: You are responsible for providing your own bedding/linens and towels. RVRCC supplies basic cooking/kitchen supplies, coffee makers, toilet paper, and cleaning supplies. A \$50 fee will be charged to your credit card if the grey/black water tanks are not emptied at time of drop off. This applies for any units being towed by our customers. (Does not apply for booking at full hookup sites)

A \$50-\$80 fee will be charged to your credit card if the 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.

A \$20-\$50 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 be 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. The charge will be determined on how much time it takes to get the unit clean.

A \$1500-\$2000 fee will be charged to the credit card 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 awning 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. Awning use is not permitted when camped at Oceano/Pismo Dunes. A \$80-\$125 fee will be charged to the credit card per stabilizer jack that is damaged while the RV is in your possession. All items left behind in the RVs are the renter's responsibility to have shipped and a \$20 service fee will be charged for our time/fuel for shipping the item(s). RVRCC takes no responsibility for items left behind by renters.

5. Generators: We rent generators for an additional \$25-\$40 per day. A \$20 re-fueling fee will be charged if the generator is returned without a full tank. Generators are never to be put directly in the sand/mud. They must be placed on a surface above the sand/mud. If a generator is returned not running, the renter will be charged for the repair cost. The renter is 100% responsible for any damage or theft of the generators. This includes but not limited to: broken pull cords (\$80), dirty carburetors (\$100), or any other damages. RVRCC is not responsible for reimbursement for any mechanical issues the generator may have while it is in your possession. If a generator is lost/stolen the renter will be charged full retail price. The Honda 2000w is \$1200. The Predator 2000w is \$600. The Predator 3500w is \$800. The Powerhouse 3500w is \$1300. You are allowed to use the generator for three (3) hours per day. \$2 per hour for additional hours of usage.

6. Propane: We supply one 5-gallon propane tank. If you run out of propane, it is your responsibility to fill it up.

7. Payment & Fees: A 5% credit card transaction fee is charged for any credit card transactions. Cash, check or credit/debit card is accepted for the rental payment but payment by check must be made in full at least 14 days prior to ensure time for the bank to clear the check. All charges must be paid in full before delivery/pick up of the RV.

8. 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.

9. Cancellation Policy: If you cancel the reservation at least 14 days before the rental pick up date, you will receive a full refund. If you cancel between six (6) and 13 days before your rental pick up date, you will receive a 30% refund. No refund if cancelled within five (5) days of rental

pick up date. NO EXCEPTIONS. We will not refund you if you do not have a reservation for a campground or that reservation is cancelled/modified. (A non-refundable deposit may be required for booking of 7 nights or more.)

10. Insurance: You are responsible for all damage or loss you cause to yourself, your property, the rental unit and others. You shall provide RVRCC with a current & valid vehicle insurance card indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, RVRCC and the vehicle you are driving and towing (unless RVRCC delivers the unit, in which case you are prohibited from towing or moving the RV). If your auto insurance does not cover the RV rental, you will need to purchase insurance through MDA Insurance (more information on this is provided on request). You are responsible for any issues that occurs while you are towing the unit. You are responsible for repairing any flat tires that occur while the unit is in your possession. You are not authorized to repair or attempt to repair a unit unless you have been authorized by RVRCC. RVRCC is not responsible for any injuries that may occur while fixing any of our units.

11. Your RV Rental Responsibilities: You are responsible for re-filling the fuel tank, the generator fuel tank (if rented) and the propane tank prior to returning the unit. RVRCC will charge \$4.50 per gallon for re-filling the fuel and \$4 per gallon for propane plus a \$25 service fee. Our RV rentals have a three-night minimum. We have a 100 mile per day allowance, \$.35 per mile once allowance has been met. (Example, if the RV is rented for 10 nights, you can go 1000 miles without any addition fees. If you go 2000 miles in 10 days, there will be an additional \$350 fee charged to your credit card.) The RV is never allowed to be taken on dirt roads.

12. Check-in/Check-out or Pick Up times: The units are usually delivered/setup between 12pm-2pm (unless prior arrangements have been made). Check out is 11am for RVs at most campgrounds. Customers must have the units dropped off by 12pm if the customer is towing the unit. We are unable to deliver/meet customers after 5pm. We have access to an after-hours delivery service; however, they charge between \$40-\$60 per delivery. This delivery fee is an addition to RVRCC's delivery fee and will need to be paid in cash to the driver. We will NOT deliver into the Oceano/Pismo Dunes; however, we have access to a RV delivery service who may be able to deliver into the sand for an additional fee.

13. Cleaning Charges: \$50.00-\$80.00 (No charge if the unit is returned clean) Pet Orders: \$500.00 Smoke Odors: \$500.00 Holding Tank Not Empty \$50.00 (Not applicable for full hookup camp sites) Lost Keys: \$25.00 (\$75 service fee if we are called out to unlock a unit.)

14. General Requirements:

No smoking is allowed in any rental units. Any smoke odors in the returned rental units will result in additional fees. \$500 fee for any smoke odors.

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 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. (Unless prior arrangements have been

made). A \$500 pet odor/hair fee will be assessed if unit is found to have had an unapproved pet in it.

No Ladder/Roof Access: Some rental units are equipped with rear ladders. These are not for customer use. There is no reason any customer should be on the roof of the unit. Activity on the roof of the unit is fully forbidden.

Awnings: \$1500-\$2500 will be charged if the awnings are returned with damage. Awnings may be available to use for camp site rentals with prior permission from RVRCC. Awnings are NOT to be used at any time while in the Oceano/Pismo Dunes. The full charge detailed in this contract will be charged if your awning is deployed at any time while camping at Oceano/Pismo Dunes.

Dry Camping: Please note that when dry camping (no hookups), the batteries may not last more than eight (8) hours without a generator. Without direct power, the outlets will not work, and the refrigerator may not get as cold as it does when running off electricity. The units have freshwater tanks between 30-50 gallons. It is the renter's responsibility to refill the freshwater if they run out while camping. The water pressure may be low when dry camping. Without direct water flow, the units may have low water pressure. A 50 gal tank will probably run out in under 15 minutes of usage at full water pressure. Conserve your water by using the campground bathrooms & showers or using paper plates.

Travel Destination Restrictions: Rental units may not be driven into Mexico or outside of California unless arrangements have been made with RVRCC. Our units are not allowed to be towed by our customers to BURNING MAN unless prior arrangements have been made with RVRCC. We charge a \$3500 minimum for any pre-approved Burning Man bookings with a \$1500 deposit.

Driving Requirements: Customer agrees not to drive in a careless or negligent manner while towing or driving RV Rental, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those signed to the agreement. Customer further agrees not to use, or permit use of the rental for unlawful purposes. No person or animal should be in the trailer unit while in tow. Be sure all items are properly secured before moving the RV. Seat belts shall be worn by everyone while riding in the RV or tow vehicle. Children should be in age/weight appropriate child safety car seats.

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 above policies, terms and conditions.

RV Rentals on the Central Coast (RVRCC)

COVID-19 Safety Acknowledgment -- Liability Waiver and Release of Claims

COVID-19 SAFETY INFORMATION:

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.

RELEASE AND WAIVER.

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