



## Rental Agreement Terms and Conditions

**Renter must be 25 years of age or older. Renter must have a valid I.D. or Drivers License. Renter must complete and return this Agreement prior to reservation.**

**First:** \_\_\_\_\_ **Last:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** (\_\_\_\_) \_\_\_\_\_ **Email:** \_\_\_\_\_

**Security Deposit:** A security deposit (per invoice) is required for each trailer rental and due prior to reservation. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside of the trailer may be charged. The security deposit may also be used to pay any monies owed (pg4 #16 Charges and Costs) to Jaebug Trailer Rentals, LLC under this Agreement.

**Check-In:** Renter **MUST** be present at Check-In per confirmed time. Late arrival will result in additional fees (\$30.00 30min/\$60.00 1hr) No notice/arrival will result in reschedule of Drop-off at Jaebug Trailer Rentals, LLC earliest convenience. **\*\*To reschedule Check-In time, you MUST contact us at (951) 760-2862 at least 2 hours prior to your COMFIRMED Check-In time\*\***

**Check-Out:** Check-Out 10:00 a.m.

**Self-Towing:** Return Drop-Off 3:00 p.m.

**Late Drop-Off will result in additional fees (3:00 p.m. – 6:00 p.m. 50% of nightly rate/ after 6:00 p.m. full nightly rate) If the late return interferes with another booking, the rental deposit will be FORFITED.**

**Contactless Delivery: Must be requested and approved in advance by Jaebug Trailer Rentals, LLC**

**Requirements:**

Signed Contract/Agreement

Valid I.D./Driver's License

Signed Departure Acknowledgement

**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 permit to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. **"Vehicle"** means the non-motorized towed recreation vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle's equipment, awnings, keys, and Vehicle Documents. **The Vehicle may be equipped with global positioning satellite ("GPS") technology or another telematic system and/or an event data recorder, and privacy is not guaranteed.** **"Loss of Use"** means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, transportation of employees. **"Diminished Value"** means the difference between the fair market value of the Vehicle 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 Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. **“Vehicle License Fee”, “Vehicle Licensing”, “Vehicle License Prop Tax”, “Vehicle License Cost Recover Fee”, or “Motor Vehicle Tax”** means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

**2. Rental, Indemnity and Warranties** – This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle 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 Vehicle or our repossession of it. **We make no warranties, express, implied, or apparent, regarding the Vehicle of Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**

**3. Your Representation and Warranties. You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirement of applicable law.**

**4. Delivery/Set up/Pick up** – We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period.

**Self-Tow/Pick** – We will schedule Pick-Up time on Rental Period Start Date and Trailer is due no later than 3:00pm on Rental Period End Date

At the time of Delivery/Pick-up(self-tow) we will provide you with a walk through to show you the safe, proper use/operation of the Trailer and its features. Additionally, the walk through will provide a summary of the rules and prohibited uses of the Trailer. The walk-through process can take up to one (1) hour – please allow yourself enough time.

**5. Condition and Return of Vehicle** – You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the condition that you received it, except for ordinary wear. **The Trailer MUST be returned without damage and the inside must be cleaned (dishes washed, dried, and put away, trash removed, floors swept, and counter tops/tables wiped) Self-Tow – Vehicle exterior MUST be cleaned. Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit, and, if necessary additional charges will be billed to you.**

**6. Early Departures/Extending Rental Dates** – If you wish to extend the rental period, you must call us for approval, and additional rental day(s) must be paid in full. There are **NO REFUNDS** for early departures.

**7. Smoking** – There is **NO SMOKING (tobacco/marijuana) or VAPING** in any of the Trailers. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the Security Deposit plus any additional charges incurred in cleaning and/or repair.

**8. Pet Policy** – We prefer **NO PETS** in Trailer. If we approve your pet, there is **\$100.00 pet fee**. Any damages caused from pet will be deducted from the Security Deposit.

**9. Limited Supplies** – Trailers are equipped with standard holding tanks. It is your responsibility to ensure that these resources last your entire rental period. We will not provide additional water or holding tank capacity.



**10. Generator/Propane** – The generator supplies power to the outlets in the Trailer and supplies power to the Trailers microwave oven and roof air conditioner. The generator can be used to recharge the Trailers battery  
Portable Generator – Generator rental will include (approximately 4 gallons of fuel), and it is your responsibility to refuel if necessary.

Built in Generator – Unit will have fuel to operate generator and hourly fees apply.

Propane – Renter is responsible for propane used during the rental period. Propane Tanks must be refilled or will be charged at the end of the rental period at current propane rate.

**11. Appliances** – The A/C, heater, generator, awning, radio, microwave, television, jack, etc. are convenience items. If any malfunctions should occur with any of these items, **no compensation** will be made to you. For assistance, you may contact us at (951) 760-2862.

**12. Responsibility for Damage or Loss; Reporting to Police** – You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, excessive speed, acts of God or terrain conditions. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimate retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying daily rental rate by either the actual or estimated number of days from the date the Vehicle 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 administration 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; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and cost 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.

**13. Prohibited Use** – The following acts or uses of the Vehicle are prohibited and constitute material breaches of the Agreement: (a) **Towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purpose without our written consent; (vi) to carry dangerous or hazardous items or illegal materials; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacture's suggested tow rating for the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle;** (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle; (e) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle while the Vehicle is being towed; (i) Placing signs or lettering on the outside of the instructions and



warnings provided by us; (j) Failing to use the Vehicle in compliance with all instructions and warnings provided by us. (k) Using fuel with an octane rating higher than 87 if the Vehicle is equipped with and outside fuel station; and (m) Smoking in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW)**

The unauthorized (a)Rental Location, (b)towing, towing speed (**MUST NOT EXCEED 70mph**) (c)moving or (d) walking on the roof of the Trailer constitutes a breach of this Agreement and are subject, but not limited to, forfeiture of the Security Deposit, repossession of the Trailer without legal process, and/or legal action.

**14. Optional Equipment** – We offer certain Optional Equipment, including Weight Distribution Hitch for your use during the rental. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.**

**15. Insurance** – We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Uses 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 the accidents to us and the police as soon as you discover them and complete our 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 Vehicle. **You are responsible for all damage to the Vehicle 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 Vehicle. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.**

**16. Charges and Costs** – **Security Deposit is required for each rental. We will authorize the release of any Security Deposit, less any charges or fees 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 21 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) optional products and services you purchased; (b) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (c) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (d) fees for any damage and or/failure to return in an unclean state ; (e) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle 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; and (f) replacement cost of lost or damaged parts and supplies used in Optional Equipment. **All charges are subject to final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

**17. 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 Vehicle 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.

**18. 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 evasions, and other fines, fees, and penalties (each a **"Violation"**) assessed against you, us, or the Vehicle 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 administration 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.

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

**20. 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 Vehicle.

**21. 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 vehicle. 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.

**Refunds – No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.**

**Signature acknowledges that renter has read and agrees to the above Terms and Conditions**

\_\_\_\_\_ **Date:** \_\_\_\_\_