

Toy Hauler Trailer Agreement

16645 Walnut St. #A Hesperia, CA, 92345

(909) 952-5050

Renter must be 25 years of age or older, debit card or credit card used for deposits or payments must be in Renter's name, Renter must have valid driver's license, Renter must have full coverage auto insurance in their name and Renter must complete this Agreement and agree to all Terms and Conditions listed below.

Full Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Driver's License #: _____

Birthdate: _____ Email address: _____

Rental Date: _____ End Date: _____ Pickup Time: _____ Drop Off Time: _____

Security Deposit: A \$500 security deposit is required for each camping trailer rental and is due 7 days prior to the day of the rental period start date. This security deposit covers the cost in the event there are missing or damaged items inside the camping trailer or damages to the outside of the trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to us under this agreement.

Reservations: For all reservation 100% of monies due must be paid 10 days prior to your scheduled start date and is non-refundable.

Cancellation: The \$500 deposit is forfeited for any and all reservations. NO refunds will be given for any reason for any reservation that is not cancelled 10 days prior to reservation start date. No refunds will be given for cancellation due to inclement weather.

Rescheduling: If you must cancel and you cancel prior to 30 days before the date of your reservation you may reschedule your reservation for a \$150 fee. You must notify us at least 30 days prior and pay the fee 30 days before your reservation start date. The deposit you placed on your original reservation will be applied to your new reservation. If you do not pay the fee you will forfeit your deposit amount in full.

I would like to reserve/rent this camping trailer from Denis Beaudoin. I understand that this agreement must be approved before the reservation will be confirmed. If Approved, I authorize my credit card to be charged for the reservation fee, rental amounts, deposit amounts, and any damage that is caused during my rental period. Any damages that are billed to me will be charged to my credit card within 30 days of rental period end date. I further understand that if I cancel I will forfeit my deposit per the attached Rental Terms and Conditions.

Credit Card #: _____ Expires: _____ CVV#: _____

Signature: _____ Date: _____

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Renters Full Name: _____ Vehicle Pulling Trailer: _____
Plate #: _____ State: _____ Tags Current: _____ Insurance Current: _____
Insurance Company Name: _____ Policy #: _____
#Adults In Trailer: _____ #Children In Trailer: _____
List Names Of Occupants: _____

Rental Policies

Please Read & Initial Each Line

- _____ 1. This contract is for the temporary use of the Toy Hauler Trailer at the Rental location noted above. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or this Agreement. You agree 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 your use of the Trailer. We make no warranties, expressed, implied, or apparent, regarding the Trailer, no warranty of function ability and no warranty that the Trailer is fit for a particular purpose.
- _____ 2. **Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made separately with the campgrounds 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.
- _____ 3. **Check In/Out:** Delivery and Pickup times will be set when the reservation is placed. It is your responsibility to call us at (909) 952-5050 if you will not be able to make this appointment. If you are more than 1 hour late and do not call to make arrangements you will be charged a fee of \$50.
- _____ 4. **Delivery/ Setup/ Pick up:** We can deliver and set up the Trailer at your designated Location (within 50 miles) on the start date and pick up the trailer upon completion of your rental period for a fee. At time of Delivery or Pick up, one of our staff members will provide you with an orientation to show you the safe and proper use of the trailer and its features. The orientation process can take up to one (1) hour, please allow yourself enough time.
- _____ 5. **Valid Drivers License:** An Acceptable, valid drivers license issued from your state of residence must be presented at time of rental. The driver's license must be valid for the entire rental period.

- _____ 6. **Acceptable Forms of Payment:** Deposits and Payments for the rental may be made in Cash, Cashiers Check, debit card with with the Visa or MasterCard logo, Credit cards with Visa, MasterCard, Discover or American Express Logo. If paying with debit or credit card, card and drivers license must be presented in person prior to rental start period. No checks are accepted. For American Express and other credit cards a processing fee may be added.
- _____ 7. **Prohibited Uses:** The following acts and/or uses are prohibited and constitute a breach of this Agreement, but not limited to, forfeiture of the security deposit, repossession of the Trailer : a) the unauthorized towing or moving of the trailer b) accessing or walking on roof of the trailer c) not complying with rules and regulations of campground d) not complying with state or federal laws.
- _____ 8. **Personal 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 was left or carried in or on the Trailer or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
- _____ 9. **Personal injury:** Renter fully releases us, our agents, and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn, children, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility. The renter agrees to hold owner harmless of any claim or suit arising therein, if renters guest violate any condition of this agreement, renter agrees to be held responsible.
- _____ 10. **Cleaning:** The Trailer must be returned without damage and the inside must be clean prior to check out, this includes but is not limited to Dishes washed, dried, and put away, trash removed, floors swept, countertops wiped. The trailer will be inspected upon return, we ask that you return the unit in the same condition that you received it in. If any significant cleaning is required, the charges will be deducted from your deposit at a rate of \$35 per hour. Trailer will be inspected, sanitized, and cleaned prior to pick up or delivery.
- _____ 11. **Smoking:** There is no smoking of any kind permitted in trailer. Since many people have allergies and it is difficult to remove such odors and allergens associated with smoke, we must STRICTLY ENFORCE this policy. If evidence of smoking is found you will forfeit the entire \$500 deposit. In addition, any damages caused by smoking will be charged to the renter.
- _____ 12. **Pet Policy:** We prefer no pets. If we do approve your pet there is a \$150 pet fee that will be added to your rental costs. If cleaning is needed to remove pet hair, pet odor, and/or any damage occurs from your pet, the cost will be deducted from your deposit.

- _____ 13. **Appliances:** The A/C, generator, awing, radio, speakers, microwave, refrigerator, toaster, oven, stove, televisions, 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 contact us at 909-952-5050
- _____ 14. **Generator:** The toy hauler trailer comes equipped with a gasoline-powered generator. The generator supplies 110-volt power to the outlets in the Trailer. The generator also supplies power to Trailer's microwave, oven, stove, and A/C unit. The generator can be used to recharge the Trailer's 12 volt batteries. The trailer's generator is full when rented to you. It is your responsibility to refuel the generator before check in. Renter will be charged \$50 per day not to exceed 12 hours of usage per day. Any additional hours will be charged at a rate of \$5 per hour.
- _____ 15. **Fuel:** A fuel deposit of \$75 is required. Trailer will come with a full fuel tank. Each gallon that is missing when trailer is returned will be charged at a rate of \$3 per gallon. Total tank size is 25 gallons. If no fuel is used or missing the full fuel deposit will be returned.
- _____ 16. **Damages:** If the Trailer and/or the contents in the trailer at the time of return are damaged during your rental period, you are responsible to pay for all damage costs whether you are at fault or not. You are responsible for all damage including damage caused by acts of nature such as wind, rain, earthquake, fire, flood, etc. If an accident occurs you are responsible to obtain a police report, contact the other parties insurance and call us immediately at 909-952-5050. At return, we will determine fault for the accident and expedite the cleaning and repairs to the trailer and charge appropriate party cost for repairs.
- _____ 17. **Early Returns / Extended Rental Dates:** You are responsible to read this agreement and insure that all rental dates and times are correct. If you wish to extend your rental period you must contact us immediately for approval to ensure this will not effect any other future rental agreements. There are NO refunds for early returns. If you do not vacate and/or return the trailer at the scheduled return time and date, you will be charged additional rental days and any inconvenience fees that were incurred because of your negligence.
- _____ 18. **Supplies:** Included in your reservation, we will supply clean sheets, kitchen items, rapid dissolving toilet paper, trash bags, and dish soap. If any of these items are not returned or are taken from the trailer, the cost will be deducted from your deposit.
- _____ 19. **Awning:** Due to weather changing in a matter of seconds, the awning can only be used at the renters risk. The renter is liable for any and all damages to the awing. Including damages caused by wind or other acts of nature.

- _____ 20. **Dumping:** Trailer tank must be dumped prior to return. A \$30 fee will be charged to the renter for any undumped tanks upon return of the unit.
- _____ 21. **Towing Restrictions:** Renter must have 3/4 ton or larger vehicle to tow. Vehicle must have trailer brakes and 7-way plug. If renter does not have access to this. Renter must pay for delivery and pick up service.
- _____ 22. **Tires:** Tires are the responsibility of the renter. In the event of a tire malfunction the renter is responsible to have the tire replaced with the same type of tire by a qualified service company. Renter must bring in receipt for new tire. We will reimburse renter for replacement of defective tire. We will not reimburse renter for a tire that was damaged by improper driving or a tire that was damaged by renter, renters guests, relatives, or friends.
- _____ 23. **Road Hazards / Road Concerns:** Please be sure to bring a cell phone on your trip. If you have concerns call us right away at 909-952-5050. Renter must call immediately with any concerns and mechanical issues. No reimbursements for out of pocket expenses unless prior authorization. If authorization is given refund will only be issued if renter supplies receipts of repairs done. If renter is at fault for any damage or malfunction, the renter will be responsible for all repairs and any loss of future rental income that occurred due to damage.
- _____ 24. **Rental Length:** A 3 three day minimum rental is required on all regular calendar days. A 5 five day minimum rental is required for all holiday rentals. Holidays include but are not limited to, New Years, President's Day, Valentine's Day, Easter, Memorial Day, Father's Day, Mother's Day, Veterans Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
- _____ 25. **Capacity:** The trailers sleeping capacity is 8 people. Trailer will come fitted with beds to sleep 6 comfortably. Additionally there is room for a queen air mattress (not included), which can be used to accommodate up to 8 people.
- _____ 26. **Insurance:** Renter must be 25 years of age or older and have valid drivers license. Renter must have full auto coverage insurance in his/her name. Renter is responsible for insuring trailer and providing our office with a copy of the insurance policy with adequate coverage for the rented Trailer. For any trailer rental that an insurance binder is not provided a \$1000 one thousand dollar deposit is required.
- _____ 27. **Cancellations:** There are no refunds of your deposit should you decide to cancel the reservation. The entire \$500 deposit is forfeited for any cancellations. If your reservation is cancelled 10 days prior to start day of your rental you may be eligible to reschedule using the same deposit. No refunds will be given for cancellation due to inclement weather.

28. **Future Rentals:** Renter agrees that if renter or his/her party causes damages, we reserve the right to not rent to them in the future if we so choose.
29. **Parking /Traffic Violations:** Renter is responsible for reporting and payment of all parking/traffic violations upon return. Non-reporting of parking/traffic violations breaches the Rental Contract and may result in additional fees or fines.
30. **Breach:** The following uses of the trailer are prohibited and will automatically constitute a breach in this agreement. You agree that the trailer will not be used by: a) anyone who is not an Authorized renter listed above on this rental agreement. B) anyone whose drivers license is suspended c) anyone whose driving license is restricted because of a traffic law violation d) anyone under the influence of alcohol, prescription or non- prescription drugs e) anyone who obtained the trailer by giving false or misleading information f) anyone who is in possession of any illegal substance g) in circumstances that could be considered by law enforcement as a crime other than a minor traffic violations. h) to carry persons or property for hire i) to push or tow anything j) outside of the United States k) on any unpaved surface (except those designated for camping sites) l) to transport an animal m) to commit a willful or reckless act with the trailer.
31. **Laws:** This agreement shall be interpreted and enforced according to the laws of the State of California without application or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in California or the federal court located in California for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in California.
32. **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
33. **Modifications / Changes:** This agreement constitutes the entire agreement between both parties regarding the rental of the trailer. This agreement supersedes all prior oral or written agreements or understandings regarding this subject matter. No term of this agreement can be waived or modified except in writing that both parties have signed.

By signing below I acknowledge that I've read, understand and agree to all the above terms, policies and conditions.

Signature: _____ Date: _____