

TERMS OF SERVICE

Americana RV and Auto of Bakersfield

Last Updated: 2025

SECTION 1 — DEFINITIONS

1. "Owner" means Americana RV and Auto of Bakersfield, including its officers, members, employees, contractors, agents, and affiliates.
2. "Renter" means the individual or entity who books, pays for, signs, operates, or otherwise takes possession of the rental equipment.
3. "Equipment" means any motorhome, trailer, towable RV, Tesla vehicle, truck, generator, accessory, or any item provided for rental.
4. "Reservation" means any booking, contract, or electronic acceptance.
5. "Rental Period" means the timeframe beginning at scheduled pickup and ending when Equipment is fully returned.
6. "Charges" include all rental fees, cleaning fees, administrative fees, fines, tolls, damage, and any other costs.
7. "Primary Insurance" means Renter's personal auto insurance, always first in priority.
8. "Operational Misuse" means any use of Equipment contrary to law, policies, or manufacturer guidance.
9. "TOS Acceptance" includes signature, electronic acceptance, payment, or possession of Equipment.

SECTION 2 — ACCEPTANCE OF TERMS

Renter agrees this document is legally binding and supersedes all verbal statements. By booking or operating Equipment, Renter accepts all terms.

SECTION 3 — DRIVER QUALIFICATIONS

Renter must provide a valid physical driver's license at pickup. No photos or copies accepted. Non-compliance results in cancellation without refund. Rescheduling fee: \$50.

SECTION 4 — MANDATORY ORIENTATION

Renter must complete a required operational orientation. Use of phones or distractions during training is not permitted.

SECTION 5 — RENTAL PERIOD, PICKUP & RETURN

Pickup/return must be scheduled 24 hours in advance. Hours: 8:00 AM–3:00 PM. Late return fees: \$50/hour after 3 PM. After 5 PM, rental auto-extends. Additional hours: \$25/hour.

SECTION 6 — OPERATIONAL LIMITS

Class C motorhomes: max 65 MPH. Towable trailers: max 55 MPH. Excessive idling prohibited. Auto-level systems only on level concrete. Tow vehicle must be properly rated.

SECTION 7 — TESLA FULL SELF-DRIVING

FSD requires full driver attention. Phone use prohibited. Tesla strike fees: \$100, \$250, \$500, \$750, \$1000 with eventual FSD disablement.

SECTION 8 — RETURN REQUIREMENTS

Fresh water full (if applicable), propane full, fuel full or EV at 80%, waste tanks emptied and flushed.

SECTION 9 — CLEANING

Standard cleaning: \$200 (third-party), \$100 (direct). Excessive cleaning incurs additional fees.

Professional cleaning billed +20%.

SECTION 10 — DAMAGE & LIABILITY

Renter is responsible for all damage, including interior, exterior, tires, awnings, electrical, towing, and misuse. Damage admin fee: \$250. Loss-of-use charges may apply.

SECTION 11 — DELIVERY

First hour included. After that: \$75/hour. After-hours or overnight delivery: \$250/night. Deliveries over 250 miles require layovers.

SECTION 12 — PERSONAL PROPERTY

Owner is not responsible for lost/stolen items. Items held 3 days. Shipping + \$50 admin only; no pickup.

SECTION 13 — PROHIBITED USE

Smoking: \$500. Unauthorized pets: \$250. No towing without written approval. No off-road use. No riding in trailers.

SECTION 14 — INSURANCE & INDEMNIFICATION

Renter's insurance is primary. Renter indemnifies Owner for all losses, claims, damages, and legal fees. Subrogation waived.

SECTION 15 — BURNING MAN TERMS

Truck wash required prior to return. Awnings and leveling systems prohibited. Waiting fee: \$100/hour. After-hours: \$250/night. Enhanced cleaning: \$1000 standard, \$500 direct.

SECTION 16 — PAYMENT TERMS

Renter authorizes Owner to charge any payment method on file. No chargebacks permitted. Charges may be processed up to 180 days after rental end.

SECTION 17 — ACCIDENT REPORTING

Accidents must be reported within 1 hour and include photos, statements, and police report if applicable.

SECTION 18 — GPS & MONITORING

Equipment may include GPS, telematics, speed monitoring, and diagnostic systems. Renter consents to all monitoring.

SECTION 19 — FORCE MAJEURE

Owner not liable for delays caused by events outside control including weather, disasters, closures, or government orders.

SECTION 20 — GOVERNING LAW & VENUE

California law governs this Agreement. Venue: Kern County, California. Prevailing party entitled to attorney fees.

SECTION 21 — MISCELLANEOUS

Entire Agreement. No oral modification. Severability. Owner may assign; Renter may not. All clauses survive termination.

END OF TERMS OF SERVICE

