

RV Glam Getaways Rental Agreement Oxnard, CA



This agreement constitutes a contract between the person(s) named on the contract and **RV Glam Getaways**.

Renter's Name(s): _____.

Renter's Address (Include City, State, Zip): _____.

Renter's Phone: _____ Alternate phone: _____.

Drop Off Date: _____ Pick Up Date: _____ # of campers Adults: ____ Children ____.

Campsite: _____ Site Space #: _____ Site Length: _____.

Campsite Amenities (circle yes or no): **Electric** Y / N (30/50 amp) – **Water** Y / N – **Sewer** Y / N

RV Glam Getaways and Renter(s) agree as follows:

1. RV SLEEPING CAPACITY:

Wildwood Heritage Glen 273RL Travel Trailer - Sleeps 6 Total number of Beds - 3

You certify that you agree to and understand the limitations placed on the number of persons permitted to occupy the Rental, and unless prior written approval has been granted by RV Glam Getaways, you agree to abide by such limitations. Above Renter is at least **25 years of age** and will be an occupant of the unit during the entire reserved period.

2. DELIVERING YOUR RENTAL:

Renter will need at least 30 minutes to check-in on the first day of the reservation. This allows a full orientation of all aspects of the unit you have rented. Pick-Up is based on scheduling and availability. Pick-Up times are scheduled on a first come first serve basis. We can not guarantee that your preferred time will be available. Earlier pickup times may be accommodated as a courtesy only. All pickups are scheduled and by appointment only.

3. RETURNING YOUR RENTAL:

Rentals are due back by 10:00 a.m. on your scheduled day back. Renters will need time to check the Rental back in, so please allow 30 minutes or longer. While we do a complete walk-through of the Rental upon return, we have a "post rental" detailed inspection that is completed to ensure there are no issues with the Rental following your time period. After we have completely checked in the Rental, we will send back your FULL deposit refund (less any adjustments for damages) Late returns are accommodated as a courtesy only. Our goal is to make sure the next renter has a properly prepared and cleaned rental.

4. RESERVATION POLICY:

For reservations made more than 30 days in advance, 100% of the total amount of your stay is due no later than 30 days prior to your scheduled **Rental Period Start Date**, or your reservation may be canceled. Reservations made less than 30 days are required to be paid in full within 48 hours of your reservation acceptance.

5. PAYMENT POLICY:

Rentals require a full payment at the time of reservation. A damage deposit of \$500 is required a minimum of 14 days before the trip begins. This security deposit covers the cost in the event there are missing or damaged items inside the unit or damages to the outside of the camping 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 RV Glam Getaways under this Agreement. Payments may be made through the website, PayPal, Zelle, or Venmo. Debit card or credit card used for payment must be in the Renter’s name and the Renter must have a valid driver’s license/ID card to be verified.

6. CANCELLATION POLICY:

You have 30 days from the start of your vacation to cancel for a full refund. Less than 30 days there is no refund.

I would like to reserve/rent a camping trailer from RV Glam Getaways. I understand that RV Glam Getaways must approve the Agreement before a reservation can be confirmed. If approved, I authorize RV Glam Getaways to charge my credit card for the reservation fee/rental amounts or any damages that I have caused during my rental period. I and RV Glam Getaways have the right to cancel the reservation under this Agreement. If I cancel my reservation I agree to the cancellation policy listed in item #6 of this agreement. If RV Glam Getaways cancels the reservation for any reason, all of my payments made towards the rental will be refunded within 10 business days of the cancellation. The security deposit is refundable and will be, except for deductions described for in this Agreement and the attached Rental Terms and Conditions, within 10 business days after the Rental period end date.

Renter 1 Signature _____ DATE _____

Renter 2 Signature _____ DATE _____

Owner Signature _____ DATE _____

TERMS AND CONDITIONS

- Definitions:** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person(s) identified as the renter(s) on this agreement, any person signing this Agreement, 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 RV Glam Getaways. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced by the daily rental rate.
- Rental, Indemnity, and Warranties:** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. 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, express, implied or apparent, regarding the Trailer, and no warranty that the Trailer is fit for a particular purpose.
- Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's 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.
- Check In:** Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily. We will reach out within 1 week of your Rental Period Start Date to scheduled delivery time however ultimately it is your responsibility to contact us via email and/or at (805) 320-7653 with any questions or concerns. Delivery times will be scheduled on a first-come, first serve basis.
- 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. At the time of delivery, 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. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and countertops wiped). 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 may be made to your credit card. If incorrect delivery information is submitted through the reservation request form that results in RV Glam Getaways delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent.
- Valid Driver's License:** An acceptable, valid driver's license issued from your State of residence must be presented at the time of rental.
- Acceptable Forms of Payment:** Payment for the rental may be made by debit card with either the Visa or MasterCard logo, or credit card through one of the options listed on our website. Payment types are subject to change at any time.
- Prohibited Uses:** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action:
 - the unauthorized towing, moving or other prohibited use of the Trailer
 - accessing or walking on the roof of the Trailer
 - not complying with all campground rules and regulations, or State or federal laws.
- 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.
- Personal Injury:** You release 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.

11. **Smoking:** There is No Smoking in our 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 repairing the trailer.
12. **Pet Policy:** If we do approve your pet there is a \$150.00 pet fee. Any damage caused from the pet will be deducted from the security deposit.
13. **Limited Supplies:** The trailers come equipped with a fresh water tank (filled for dry camping only or sites with no water hookups), gray and black water holding tank capacity, 2 propane tanks, and two (2) fully charged 12 volt batteries. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period.
14. **Generator:** The generator is available for an additional fee. Only our generators are allowed to be used with our trailers. The generator will supply 110 volt power to the outlets in the Trailer and also will supply power to the Trailer's TVs, microwave oven, and roof air conditioner. The generator can be used to recharge the Trailer's 12 volt batteries. The Trailer's generator is (approximately four (4) gallons) when rented to you. It is your responsibility to refuel the generator if necessary. A fuel can is provided in the Trailer.
15. **Appliances:** The A/C, generator, awning, radio, microwave, television, jacks, etc. are all 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 RV Glam Getaways at (805) 320-7653.
16. **Renter Damage:** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at (805) 320-7653. At check out, RV Glam Getaways will estimate the damage, if any, and expedite the cleaning, replacement and/or repair at the sole discretion of RV Glam Getaways.
17. **Early Departures / Extending Rental Dates:** You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.
18. **Waiver:** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.
19. **Governing Law and Venue:** This Agreement shall be interpreted and enforced according to the substantive laws of the State of California without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Ventura County, California or the federal court located in the Central District of 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 Ventura County, California or the federal court located in the Central District of California.
20. **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.
21. **Attorneys' Fees:** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
22. **Modifications:** No term of this Agreement can be waived or modified except in writing, approved and signed by RV Glam Getaways.
23. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written agreement signed by all parties.
24. **Refunds:** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

Renter 1 Signature _____ DATE _____

Renter 2 Signature _____ DATE _____

Owner Signature _____ DATE _____

(Signature(s) acknowledges that Renter(s) has/have read and agree to the above Terms and Conditions)