

## OFFLINE RV Rentals

2965 Mission Blvd. #2D, San Diego, CA 92109  
Tel (858) 254-6534

### TERMS AND CONDITIONS SIGN AND RETURN WITH RENTAL AGREEMENT

1. **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 identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means OFFLINE RV Rentals. "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 time the daily rental rate.
2. **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 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, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.* Initials \_\_\_\_\_
3. **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.
4. **Check In.** Delivery times are generally between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at (858) 254-6534 on the Rental Period Start Date to check in with our office and receive your scheduled delivery time. Delivery times will be scheduled on a first-come, first-serve basis. Initials \_\_\_\_\_
5. **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. Additionally, the orientation will provide a summary of the rules and prohibited uses of the Trailer. The Trailers will include instruction booklet which will explain the operation 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 return 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 OFFLINE RV Rentals 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. Initials \_\_\_\_\_
6. **Valid Driver's License.** An acceptable, valid driver's license or passport issued from your country of residence must be presented at the time of rental. The driver's license or passport must be valid for the entire rental period. If the driver's license is in a language other than English, an International Driver's Permit is recommended or other form of identification that we find acceptable.
7. **Acceptable Forms of Payment.** Payment for the rental may be made by credit card with either the Visa, MasterCard, or American Express logo. When using a credit card, you must present the card at the time of rental, along with a current driver's license or other form of identification that we find acceptable. We will **not** accept cash or personal checks.
8. **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: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all campground rules and regulations, or State or federal laws. Initials \_\_\_\_\_
9. **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. Initials \_\_\_\_\_
10. **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, our negligence, or was otherwise our responsibility. Initials \_\_\_\_\_
11. **Pet Policy.** We prefer No Pets in trailer. If we do approve your pet there is a \$150 pet fee. Initials \_\_\_\_\_
12. **Smoking.** There is **No Smoking** 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. Initials \_\_\_\_\_
13. **Limited Supplies.** Trailer comes equipped with tanks - approximately forty (40) gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity, sixty (60) pounds of propane, and one (1) full charged 12 volt battery. 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 Trailer does not come equipped with a gasoline powered generator. One may be rented for \$20 a day for 4 hours of use per day. Every hour over the 4 hours will charged a fee of \$0.50 per hour. The generator supplies 110 volt power to the outlets in the Trailer. The generator also supplies power to the Trailer's microwave oven, tv, roof air conditioner, and wall outlets. 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 with the Trailer when generator is rented.

15. **Appliances.** The A/C, generator, awning, radio, microwave, television, 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 consult the informational material in the Trailer or contact OFFLINE RV Rentals at (858) 254-6543.

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 (858) 254-6534. At check out, OFFLINE RV Rentals will estimate the damage, if any, and expedite the cleaning and/or repair. **Initials** \_\_\_\_\_

17. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rentals 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 San Diego, California or the federal court located in San Diego, 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 San Diego, California or the federal court located in San Diego, 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 by a writing that we have signed.

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 writing signed by all parties. **Initials** \_\_\_\_\_

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

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

Signature X \_\_\_\_\_

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