

ROLLING VACATION, LLC

RENTAL TERMS AND CONDITIONS

1. **RENTAL PERIOD: 3 (three)** day minimum. Pickup time is between **12:00 am and 6:00 pm** and return time is **11:00 am SHARP!** The renter will be charged \$25 per hour for a vehicle returned late and 1 - 1/2 the daily rental rate for each day the vehicle is late. *REMEMBER* – Other people may be waiting for the vehicle. Please contact us if you are going to be delayed.
2. **RESERVATION DEPOSIT:** Required on all rentals: 3-5 day - **\$500**; 6-20 days - **\$1500**; 3 or more weeks - 1 week rental fee. The reservation fee is refundable if reservation is canceled 60 days before departure. IF the reservation is canceled less than 60 days before departure, the reservation is 100% forfeited. Early returns are not refundable. **A \$69 processing fee applies to all rentals.**
3. **SECURITY DEPOSIT: \$2000** required at time of departure. Refundable within 5 business days of return providing the vehicle is clean (inside and outside), holding tanks are empty, gas and propane are full and the vehicle is not damaged or abused. Typically this deposit is placed on a “hold” on your credit card.
4. **CLEANING:** The motor home will be clean upon check out. It will be returned in the same manner, both interior and exterior. If unit is not cleaned before it is returned, a minimum cleaning fee of \$200 will be levied. For excessive filth a additional fee will be levied.
5. Fuel and propane tanks are released full and must be returned full. If not, the renter will be charged a \$35 service charge to fill the fuel tank plus the cost of diesel at \$6 per gallon. A \$35 service charge will also be levied to fill the propane plus the cost of propane at \$8 per gallon.
6. A dumping fee of **\$200** will be charged if the holding tanks are not empty upon return.
7. Pets are NOT permitted. A service charge of \$300 will be levied for authorized/undisclosed pets in the motor home.
8. All fees are payable by **CASH, CERTIFIED BANK CHECK, OR ON A MAJOR CREDIT CARD (MASTERCARD OR VISA). WE DO NOT ACCEPT PERSONAL CHECKS.** Full payment is due on day of departure ie, balance of rental fee, security and cleaning deposits, insurance waiver, winterizing fee, etc. Rental fees are subject to a Texas State Motor Vehicle Rental Tax of 10%. If the final payment is made on MasterCard or Visa arrangements must be made prior to day of departure.
9. **INSURANCE/LIABILITY:** All renters must provide proof of insurance before renting motor home. Insurance coverage is the responsibility of the renter. Any damage occurred to vehicle will be the responsibility of the renter. All drivers must be insured. In the event of an insurance claim and repairs are required, renter or renters insurance company is responsible for lost revenue while unit is being repaired. Renter is responsible for 100% of the damage to the rented unit.

Renter is liable for all parking tickets & traffic violations. Renter is responsible for all Toll Charges. Report all accidents to Rolling Vacation LLC and police immediately.

Should a break down occur renter must notify owner for repair authorization and follow instructions provided by Rolling Vacation LLC. The customer is responsible for checking engine oil, fluids, lug nuts, wheels, tires and coolant levels at each refueling, as well as reporting mechanical failures immediately. Customers may be held responsible for mechanical damage due to negligence in vehicle operation or failure to provide normal maintenance. In the event the vehicle is in breakdown repair for 12 hours or more, through no fault of the customer, our responsibility to customer is limited to refund of daily rate or portion thereof. Radio, air conditioning, refrigerator, microwave, appliances, cruise control, generator malfunctions, etc are not considered breakdowns and no refunds are available for repair time to these items.
10. If involved in an accident you must notify Rolling Vacation within 24 hours. A full written police accident report must be submitted to our management upon your return. Failure to comply will result in the forfeiture of your security deposit.
11. Proper identification, employment, credit references, and a valid driver's license must be presented when reserving a vehicle. **ALL INFORMATION WILL BE VERIFIED, including, in some cases, a motor vehicle record (MVR) and credit report.**
12. **ALL DRIVERS MUST BE 25 YEARS OF AGE, WITH A VALID DRIVERS LICENSE AND PROOF OF INSURANCE.**

13. **SERVICE CALLS:** Customers are provided an emergency telephone number. In cases where a service call is required due to inappropriate use by customer of a unit's mechanical features, a service call fee will be charged at the rate of \$125/hour with a minimum charge of \$125.
14. Complete operating instructions will be given at time of departure. It will take approximately to one hour. A more convenient time may be scheduled. Upon return the unit will be inspected. This is not considered to be the final inspection. All of the renter's personal belongings must be removed by renter. Rolling Vacation is not responsible for items left in motor home.
15. We reserve the right to refuse any applicant.
16. **DISPUTE AND FORUM:** If a dispute arises, the parties agree to try in good faith to settle it through mediation upon written notice by either party. Within 10 days of receipt, Rolling Vacation shall provide the renter with a slate of three mediators; the renter shall choose one on the slate. The location will be in Austin, TX. The parties will share the cost of the mediation equally. Each party will cooperate fully and fairly with the mediator and attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may initiate court proceedings. All court proceeding relating to this agreement or the relationship between the parties shall be filed in Travis County, Texas. The prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to its reasonable attorney's fees, expenses and costs.
17. **TERMS AND RATES SUBJECT TO CHANGE WITHOUT NOTICE.** Any additional terms will be disclosed at the time of the rental agreement is signed.

Signature

Date