

## **TERMS AND CONDITIONS**

### **Woody RV Rentals, LLC**

#### **Security Deposit**

A \$500.00 security deposit hold is required at time of pick-up and will be refunded within 30 days after Camper is returned, as long as, unit is returned clean, holding tanks are emptied, gas tanks are full and no damage was done to the vehicle. Damages, additional charges or disputes may further delay deposit refund. Deposit may be made by credit card.

At time of rental a credit card voucher will be authorized by renter to cover any additional damage, cleaning fee, downtime and used to remedy all repairs that are required to have the vehicle fixed and in normal operating condition. This includes but is not limited to our out of service charges. Renter is responsible for 100% of all damage to the rented unit.

#### **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.

#### **Payment Terms**

A Deposit is required at time of reservation to hold your reservation.

Full payment of rental contract is due at time of departure and may be made with credit card or cash. Personal and company checks must be approved 10 days prior to departure.

Major credit cards accepted: ***Visa, MasterCard, Discover***. **All payments via credit card will go through [www.woodyrvrentals.com](http://www.woodyrvrentals.com). A non-refundable charge of \$200.00 will be applied at time of reservation to hold your rental. That amount will be applied toward your rental fee. At time of rental the security deposit of \$500.00 will be charged. The balance of the rental fee may be paid with check, cash or credit card. A 10% tax will be charged on all rentals.**

**In the event that a rental is cancelled less than 30 days prior to your rental you will forfeit the \$200.00 security deposit.**

#### **Age Requirements**

All drivers must be 25 (Twenty-Five) years of age or older, have a valid driver's license and proof of insurance.

#### **Penalties and Charges**

There will be a \$125.00 minimum charge deducted if the camper comes back dirty on the inside or outside. There will be a \$150.00 charge if the camper is returned w/out cleaning the holding tanks. We require that the camper come back looking the way it went out.

## **Insurance / Liability**

All renters must provide proof of insurance before renting trailer. Insurance coverage is the responsibility of the renter. Any damage occurred to vehicle will be the responsibility of the renter.

Renter is liable for all parking tickets & traffic violations. Report all accidents to owner and police immediately.

Should a break down occur renter must notify owner for repair authorization and follow instructions provided by owner. 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.

## **Terms & Conditions**

All provisions of our rental agreement apply to each rental. Renter will be required to sign this agreement at time of reservation. The rental agreement is available for review at any time prior to departure. 3 days is the minimum rental period. 4 days is the minimum rental period for holiday weekends.

No Mexico travel under any condition.

No smoking allowed in rented vehicles at any time. Lack of compliance may result in forfeiture of security deposit and/or a minimum charge of \$200.

No Pets are allowed in camper at any time.

## **All Rentals are Round Trip**

All rentals are scheduled for pick-up and return to 4550 SI35, Georgetown, TX 78626. All scheduled pick-up and returns are **BY APPOINTMENT ONLY**.

The unit will be checked out completely as to operation and condition with you before departure. At time of check out, all vehicles will have propane, gas, holding tanks will be dumped and the interior and exterior will be clean.

**Allow at least one (1/2) hour for check out.**

Upon return, the vehicle will be inspected. The interior and exterior are to be clean and all personal belongings removed. The owners will not be held responsible for items left in vehicles at time of return. Based on the condition of the rental unit at the time of return, the appropriate charges will be applied against the security deposit. In the case of damage to the unit, proper documentation will be made at time of return. **Allow at least half (1) hour for check in.**

Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas.

No Partnership. This Agreement does not create a partnership Agreement. Neither party has the authority to enter into contracts on the other's behalf.

Entire Agreement. This is the entire Agreement between the parties. It replaces and supersedes any and all oral Agreements between the parties, as well as any prior writings.

Successors and Assignees. This Agreement binds and benefits the heirs, successors and assignees of the parties.

Modification. Neither this Agreement nor any of the terms or conditions hereof may be waived, amended, or modified except by means of a written instrument duly executed by both parties.

Captions and Headings. The captions and headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions hereof.

Disputes and Forum. If a dispute arises, outside of those governed by Section 8 of this contract, the parties agree to try in good faith to settle it through mediation upon written notice by either party. Within ten (10) days of receipt of the written notice, Woody RV Rentals shall provide the Owner with a slate of three mediators. Within five (5) days of receiving the slate of mediators, the Client shall then choose one of the mediators on the slate. **The location of mediation shall be Round Rock, Texas.** The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may initiate court proceedings.

**All court proceedings relating to this Agreement or the relationship between these parties shall be filed in Williamson County, Texas.** The party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its reasonable attorneys' fees, expenses and costs.

This provision shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement

\_\_\_\_\_  
Woody RV Rentals

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Signature

Date

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