

# VACATIONS

~ IN A CAN ~

Teardrop & Vintage Trailers



Sales ~ 707.228.9943

Rentals ~ 707.228.9944

Fax ~ 888.784.3842

100 Denman Road #B, Penngrove CA 94951

## RENTAL TERMS & CONDITIONS

**1. Reservations and Cancellations.** Reservations made outside 30 days of departure require a credit card number to hold the reservation. Cancellations within 30 days, renter agrees VIAC will be charged the full rental amount against the credit card provided. A credit can be used during the next low season of that year (November through March). The credit is not refundable if not used. A credit card will be charged for reservations made within 30 days of departure.

**2. Deposit.** When Renter picks up the Trailer at the beginning of the Rental Period, Renter will pre-authorize \$500.00 on the credit card for Company's use to pay for damage to the Trailer, missing items, any additional rental fees due, or cleaning fees. If these costs exceed \$500, Renter remains liable for the balance. If Company has to institute legal action to recover the balance, Renter must pay all collection costs including attorney's fees.

**3. Charges.** Renter agrees to pay Company on demand for all charges due Company under this Agreement, including but not limited to: nightly or weekly rental fees; charges for optional services; applicable taxes; all traffic, toll, or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and any other expenses involving the Trailer assessed against Company or the Trailer, plus an additional \$50 administrative fee for each violation; \$100 fee plus \$5.00 per mile for every mile between Company's Penngrove office and the place where the Trailer is abandoned, plus any additional recovery costs incurred; all costs, including pre- and post-judgment attorney's fees, Company incurs collecting payment from Renter or otherwise enforcing Company's rights under this Agreement; \$50 fee for all checks returned for insufficient funds or closed accounts; and a reasonable cleaning fee not to exceed \$50 if the Trailer galley, galley convenience items and stove are returned dirty. See item #11 for late return charge of \$500.

**4. Insurance.** Renter must provide liability coverage on the Trailer through Renter's own personal auto policy and must provide Company proof of insurance. Company carries comprehension and collision coverage on Chili Pepper and Can 'em Danno trailers only with a \$500 deductible. For all other trailers, Renter must provide either a comprehensive and collision endorsement from Renter's insurer for \$5,500, or provide a separate security deposit of \$5,500.

**5. Damage Responsibility.** Renter is responsible for all damage to, loss of, or theft of the Trailer, including: cost of repair or the actual retail cash value of the Trailer if not repairable or Company elects not to repair it; loss of use; diminished value of the Trailer due to damage; missing equipment; and reasonable costs Company incurs in connection with any damage or loss claim, whether or not Renter is at fault. **Renter must report all accidents involving the Trailer to Company and the police within 24 hours of occurrence.**

**6. Indemnity.** Regardless of insurance coverage or fault, Renter shall fully defend, indemnify, and hold Company harmless for any loss, damage, and legal actions, including reasonable attorneys fees, that Company suffers due to Renter's use of Trailer during the Rental Period, including but not limited to, damage to the Trailer, damage to the property of others, injury to Renter, and/or injury to others. This provision continues beyond the Rental Period for incidents originating during the Rental Period.

## 7. Renter's Warranties and Obligations

Renter agrees that Renter **will not**

- (a) allow any person or animal to ride in the Trailer while it is being towed;
- (b) allow anyone who is not an Authorized Driver to tow the Trailer;
- (c) operate the Trailer in violation of any laws or for any illegal purpose;
- (d) allow the Trailer to be used in any race or competition;
- (e) operate the Trailer in a negligent, reckless, or careless manner;
- (f) procure the rental of the Trailer by providing false, fraudulent, or misleading information;
- (g) allow the Trailer to be towed by anyone under the influence of drugs or alcohol
- (h) tow the Trailer on any unpaved road or outside the United States;
- (i) take the trailer to burning man;

## Renter's Warranties and Obligations continued

- (j) carry persons or property for hire;
- (k) carry dangerous, illegal, or hazardous material;
- (l) load the Trailer beyond its capacity;
- (m) **smoke in or near the Trailer or allow any animals inside the Trailer;**
- (n) damage the Trailer

- I by pulling it through, under, or into any structure without sufficient clearance;
- ii. by sitting, standing, or lying on the roof or fenders;
- iii. by placing tire chains, signs, lettering or paint on the Trailer;
- iv. by affixing speakers or any tangible object to the Trailer;
- v. by inadequately securing cargo;
- vi. by Renter's willful, wanton, reckless, or intentional actions; or,
- vii. by any act or omission which Renter knows or reasonably should know will cause damage to the Trailer.

**8. Company Warranty.** Company makes 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.

**9. Existing Damage to Trailer.** Renter acknowledges existing damage to the Trailer as notated in **Attachment A**.

**10. Substitution.** Company reserves the right but is not obligated to substitute a trailer should the Trailer become unavailable for the Rental Period. If Company does not have a substitute available, Company may but is not obligated to help Renter find alternate arrangements. Company will not pay for alternate arrangements.

**11. Personal Property.** Renter releases Company and its agents from all claims for loss of or damage to personal property, whether belonging to Renter or others, that Company received, handled, or stored, or that was left in or carried in or on the Trailer, or in any service trailer, or in Company's shop, whether or not the loss or damage was caused by Company's negligence or was otherwise Company's responsibility.

**12. Return Procedures.** Renter will return the Trailer between 1 p.m. and 4 p.m. on the last day of the Rental Period. Company may assess a cleaning fee of \$25.00 if Renter does not clean the Trailer's galley and equipment, including the stove, before returning the Trailer. However, Renter is not required to launder linens or wash the Trailer's exterior. **Company will assess a late fee of \$500.00 if Renter returns the Trailer after 4 p.m. on the last day of the Rental. Any late return exceeding 24 hours will be considered theft of the Trailer. No refunds will be given if Renter returns the Trailer before the end of the Rental Period.**

**13. General.** This Agreement, including all Attachments, constitutes the entire agreement between the Parties in connection with the Trailer for the Rental Period contracted for herein. This Agreement can only be altered, amended, or modified in a writing signed by Company and Renter. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach, and any waiver must be in writing and signed by Company and Renter. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the addresses contained herein, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond the Rental Period remain in effect until fulfilled and apply to respective successors and rightful assignees.

**14. Attorney's Fees.** The prevailing party in an action brought for the recovery of money and damages due or to become due under this Agreement or by reason of a breach of any covenant contained herein, or for the recovery of the possession of the Trailer, or to compensate for damage to the Trailer or to third parties, or to compel the performance of anything agreed to be done herein, shall be awarded all of the costs in connection therewith, including but not limited to, reasonable attorney's fees.

**15. Venue.** Regardless of Renter's place of residence, this Agreement is deemed entered into in Sonoma County and any action in any way related to it must be brought in Sonoma County. Renter will pay all costs Company incurs, including attorney's fees, should Company be required to remove any action to Sonoma County.

**16. Additional Terms and Conditions.**

- \* Departures and returns occur at Company's Penngrove location only.
- \* Company does not provide overnight parking facilities.
- \* Renter will neither cause nor permit any repairs or adjustments to the Trailer in excess of \$50.00 without Company's express permission. Any repairs done without Company permission are at Renter's expense. All authorized repairs must be accompanied by receipts for reimbursement.
- \* Renter can contact Company during the Rental Period at 707.228.9943 or 707.228.9944.
- \* Company believes that all Galley, Cabin, and Other Items listed are contained in or on the Trailer at the inception of the Rental Period. Any item that is missing or broken when the Trailer is returned will be charged to Renter on the credit card on file at replacement cost. Company's failure to provide any item listed will not constitute grounds for refund or discount. Similarly, Company will not provide a refund or discount for non-working lights or fan.

**17. Use Common Sense!**

- \* Allow air to circulate in the cabin when inside to prevent sickness or affixation.
- \* Turn off the stove or disconnect the propane canister when not in use.
- \* Abide by all speed limits for pulling a trailer.
- \* Leave enough distance between you and the vehicle in front of you for braking.  
Remember that you are pulling a 600-1000 pound trailer, and braking will take more time and space than normal.
- \* Keep the trailer a safe distance from campfires.
- \* Push on the Trailer's back sides and not the back middle when positioning it.
- \* Call Company within 24 hours if a problem arises or you're involved in an accident.
- \* Call Company if you will return later than the scheduled return time or have any questions or concerns while using the Trailer.

**18. Use Bear Sense In Bear Country**

Remove all food and anything scented from the cabin and galley.

Bears can easily tear apart a trailer. Use the bear containers provided in campgrounds and abide by all state and federal bear rules.



**Enjoy!**

Feel free to hand out brochures-business cards located in the galley's middle drawer to curious onlookers.



**REMINDER TO BRING A VISA/MASTERCARD OR CASH, YOUR DRIVERS LICENSE AND PROOF OF INSURANCE**

ITEMS INCLUDED IN RENTAL

- |                 |                   |              |
|-----------------|-------------------|--------------|
| KEYS            | WHEEL CHALKS      | PAPER TOWELS |
| SPARE TIRE      | FIRE EXTINGUISHER | DISH SOAP    |
| SAFETY CHAINS   | MATTRESS          | DISH TUB     |
| BALL MOUNT LOCK |                   | SPONGE       |