



SILVER BULLET
V A C A T I O N S

SILVER BULLET VACATIONS, INC.

42-700 Aegean Street Suite B Indio, CA 92203

Tel (844) 822-2963

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 persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our” or “us” means SILVER BULLET VACATIONS, INC., a California corporation. “Trailer” means the non-motorized Airstream Trailer identified in this Agreement. “Vehicle” means the Tow Vehicle 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 the rental period. 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.
- 2. Rental, Indemnity, and Warranties:** This is a contract for the temporary use of the Trailer at the Rental Location noted above. This contract provides only you with the right to tow or otherwise move the Trailer to and 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, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.
- 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. You are responsible for obtaining and complying with all campground/RV Park Rules and Regulations. **No refunds will be given for campsite reservation errors.**
- 4. Check In:** Delivery or Pick up times are generally between 2:00 p.m. and 5:00 p.m. daily. It is your responsibility to call us at (844) 822-2963 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.
- 5. Delivery / Set up / Pick up Option:** 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 Trailer rules and prohibited uses. The Trailers will include instruction booklets 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 check outs. You are responsible for obtaining and complying with all campground/RV Park Rules and Regulations. The Trailer must be returned without damage and the inside must be cleaned 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 SILVER BULLET VACATIONS, INC delivering your rental on the wrong date or to the wrong space/location, \$150 will automatically be deducted from your security deposit to cover travel costs & time spent.

6. **Self-Pick up and Tow Away Option:** Renters will arrive at the Pickup Facility during the Check in Time where the Trailer/Vehicle/equipment will have been prepared for your trip. At the time of check in, one of our staff members will provide you with an orientation to show you the safe and proper use of the Trailer/Tow Vehicle/other equipment and its features. The Trailers will include instruction booklets 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 check outs. You are responsible for obtaining and complying with all campground/RV Park Rules and Regulations. The Trailer/Vehicle/equipment 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.
7. **Use of your vehicle for towing:** We are not responsible for any damage to your personal vehicle during the rental period. However, we must approve your vehicle prior to check in time to ensure that your vehicle meets or exceeds the towing capacity of the trailer. All vehicle must be capable of operating the electric trailer brakes installed on the trailer. We are not responsible for your hitch or any damages to your hitch if you elect not to use one of our hitches. 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.
8. **Valid Driver's License:** An acceptable, valid driver's license issued from your State of residence must be presented at the time of rental. The driver's license must be valid for the entire rental period. You must also be a verified driver which means that your driving history will be checked and your history must meet the following requirements:
 1. No major violation in the past 3 years.
 2. No DUI or major violation in the past 7 years.
 3. No more than 1 distracted driving violation in the past 3 years.

4. No more than 2 accidents in the past year.
5. No more than 2 moving violations in the past 3 years.
9. **Acceptable Forms of Payment:** Payment for the rental may be made by cash, cashier's check, debit card with either the Visa or MasterCard logo, or credit card with either the Visa, MasterCard, or American Express logo. If using a debit or 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 accept personal checks for the first half of payment only and if the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.
10. **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.
11. **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/Vehicle or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
12. **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/Vehicle, our negligence, or was otherwise our responsibility.
13. **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.
14. **Pet Policy:** No Pets are allowed in trailer. However, your pet may be approved prior to pick up time. If your pet is approved, there is \$150.00 pet Fee. Any damage caused from the pet will be deducted from the security deposit.
15. **Limited Supplies:** The trailers come equipped with tanks - approximately thirty-nine (39) gallons of fresh water, thirty-seven (37) gallons of grey and black water holding tank capacity, sixty (60) pounds of propane, and two (2) full 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.
16. **Generator:** SILVER BULLET VACATIONS, INC offers an optional gasoline powered generator for an extra fee of \$100 per rental period. The generator supplies 110-volt power to the outlets in the Trailer. The generator also supplies power to the Trailer's microwave oven and roof air conditioner. The generator can be used to recharge the Trailer's 12 volt batteries. The Trailer's generator is full of gasoline (approximately four (4) gallons) when rented to you. It is your responsibility to refuel the generator if necessary. ***A fuel can may be provided upon request.***
17. **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 purchase our Roadside Assistance package, consult the informational material in the Trailer or contact SILVER BULLET VACATIONS, INC. at (844) 822-2963.

18. **Renter Damage:** It is your responsibility to inspect the Trailer/Tow Vehicle and the contents of the Trailer/Tow Vehicle at the time of the delivery orientation. For any damage to the Trailer/Tow Vehicle or contents during your rental period, you are solely responsible to pay all damage costs whether you were at fault or not, even 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 contact us immediately at (760) 550-8877. At check out, SILVER BULLET VACATIONS, INC. will estimate the damage, if any, and expedite the cleaning and/or repair. If a repair is required, you are also responsible for any/all costs of the repair which may include Transportation Costs and "Loss of Use" rental income during the repair period.
19. **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.
20. **Assistance During Rental Period:** Any Renter needing assistance with Trailer/Vehicle/equipment is encouraged to first view that manuals located inside the trailer. Secondly, view the support section on our website at SILVERBULLETVACATIONS.COM or lastly call SILVER BULLET VACATIONS, INC during normal business of 9AM – 5PM Pacific Standard Time. If issues or questions cannot be solved by the means above, NO compensation will be made to you.
21. **No Assignment or Subletting:** Renter shall not, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any party other than Tenant. Any of the foregoing acts without such consent shall be voidable and shall, at the option of Landlord, constitute a default hereunder.
22. **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.
23. **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 Indio, California or the federal court located in Palm Springs, 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 Palm Springs, California or the federal court located in Los Angeles, California.
24. **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
25. **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.
26. **Modifications:** No term of this Agreement can be waived or modified except by a writing that we have signed.
27. **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.

- 28. **Minimum Age:** All renters must be at least 25 years of Age before the Check-in date of the rental period.
- 29. **Refunds:** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

Your Signature acknowledges that the Renter has read and agrees to all the Terms and Conditions.

Renter Signature

Date

Silver Bullet Vacations, Inc.

Date

Title