



## Rental Agreement

Renter must be 25 years of age or older, debit card or credit card used for payment must be in Renter's name, Renter must have a valid U.S. state specific issued driver's license, Renter must have full coverage auto insurance to include coverage of non-owned trailers being towed, in their name and Renter must complete this Agreement and agree to all of RV Rentals of Texas Terms and Conditions attached below.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home# ( \_\_\_\_\_ ) Mobile# ( \_\_\_\_\_ ) Work# ( \_\_\_\_\_ ) Driver's License#: \_\_\_\_\_

Birth date: \_\_\_\_\_ Email Address: \_\_\_\_\_

Additional Driver/License #: \_\_\_\_\_

Additional Driver/License #: \_\_\_\_\_

Previous renter? YES / NO (circle one)

Rental Period Start Date /\_/\_ Check-in Time – 9:30 – 3:00 p.m.

Rental Period End Date /\_/\_ Check-out Time – No later than 3:00 p.m.

**Reservations:** Our reservation deposit is \$250.00 regardless of the cost of your rental and is due at the time the reservation is booked. This reservation deposit is Non-Refundable. If you cancel your reservation within 22 days or more before your scheduled pick up, you may apply the \$250.00 towards another vacation with us at a later date for up to 1 year. If you cancel your reservations within 21 days or less before your scheduled departure, RV Rentals of Texas will charge the card on file of up to 50% of your total rental less the \$250.00 reservation deposit.

**Example** – Your total rental cost is \$1,200.00. You have paid the \$250.00 deposit. You cancel 12 days before pick up. We will charge your card an additional \$350.00 for a total of \$600.00, which is 50% of your original rental cost. You may apply this charge towards a future rental within 12 months of your original departure date.

**Security Deposit:** A security deposit of \$100 for tent packages, \$500.00 for travel trailers and \$1,000.00 for A and C Class RV's (the "Security Deposit") is required for each camping trailer rental and due seven days prior to the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to RV Rentals of Texas under this Agreement. This may be paid in cash, check or by credit card. If there are no charges due from the deposit, the hold will be released within 3 business days after the RV is returned for credit cards or cash and 21 days from the rental period end if paid by check.

**Texas Rental Fee:** A 10% Texas Rental Tax will be added.

**Full Payment:** Full payment for all rentals is required 30 days prior to departure and is non-refundable. To determine this amount, please contact us and we will send you a complete estimate and your rental requirements.

**Rental Amount:** The Rental price is \$ \_\_\_\_\_ (Daily Rental Rate \$ \_\_\_\_\_ x Day(s) Rented ) + \$500.00 or \$1,000.00 Security Deposit  
\$ \_\_\_\_\_

**Texas Rental Fee (10%):** \_\_\_\_\_ **Add-Ons:** \_\_\_\_\_ **Grand Total:** \_\_\_\_\_



I would like to reserve/rent a tent package/camping trailer from RV Rentals of Texas. I understand that RV Rentals of Texas must approve the Agreement before a reservation can be confirmed. If approved, I authorize RV Rentals of Texas to charge my credit card for reservation fee/rental amounts or any damages that I have caused during my rental period. I and RV Rentals of Texas have the right to cancel the reservation under this Agreement. I acknowledge and understand that if I cancel the reservation within 22 days or more before my scheduled pick up, I may apply the \$250.00 towards another vacation at a later date for up to 1 year. If I cancel the reservation within 21 days or less before my scheduled departure, RV Rentals of Texas will charge the card on file of up to 50% of the total rental less the \$250.00 reservation deposit. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), and will be refunded within 3 business days after the Rental Period End Date if paid by credit card or cash, 21 days from the Rental Period End Date if paid by check.

**Credit Card Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Name as it appears on credit card:** \_\_\_\_\_ **Security Code:** \_\_\_\_\_

*(Name on credit card must match name of Renter)*

\_\_\_\_\_  
**Signature** **Date:**

*(Signature acknowledges Renter has read and agrees with RV Rentals of Texas Terms and Conditions attached)*



## TERMS AND CONDITIONS

### SIGN AND RETURN WITH RENTAL AGREEMENT

- 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 Enviro-Clear Land Clearing, Inc., a Texas corporation, doing business as RV Rentals of Texas. "Tent" means portable shelter made of cloth. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Motor Home" means motorized vehicle equipped like a trailer for camping. "Loss of use" means the loss of our right to use the Tent, Trailer or Motor Home 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 Tent, Trailer or Motor Home until it is repaired or replaced times the daily rental rate.
- Rental, Indemnity, and Warranties:** This is a contract for the temporary use of the Tent, Trailer or Motor Home. 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 Tent, Trailer or Motor Home. We make no warranties, express, implied or apparent, regarding the Tent, Trailer or Motor Home, no warranty of merchantability and no warranty that the Tent, Trailer or Motor Home is fit for a particular purpose.
- Campground Reservations:** We are not responsible for campground reservations. All campground reservations must be made separately.
- Check In:** Delivery times are generally between 9:30 a.m. and 3:00 p.m. daily. It is your responsibility to call us 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.
- Delivery / Pick up:** At the time of delivery, we will provide you with an orientation to show you the safe and proper use of the Tent, Trailer or Motor Home and its features. The Tents, Trailers and Motor Homes will include instruction booklets which will explain the operation of features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Tent, Trailer or Motor Home must be returned without damage and the inside must be clean prior to check out (trash removed, floors swept and countertops wiped, along with all holding tanks being dumped. 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.
- Valid Driver's License:** An acceptable, valid United States, state issued driver's license must be presented at the time of rental. The driver's license must be valid for the entire rental period.
- Age Requirements:** The minimum age to rent an RV from RV Rentals of Texas is 25 years of age. Anyone else in your party that may be pulling the trailer or operating the Motor Home must also be at least 25 and be listed as a driver with us at the time of pick up. **If there is any possibility another member of your party will pull the trailer or operate the Motor Home, please list that driver.**
- Insurance:** We will provide the Texas State Minimum liability coverage insurance for your rental. It is built into our rental rates. It will, however, also be necessary for you to provide your proof of insurance, specifically indicating coverage of non-owned trailers while connected to the covered vehicle, from your auto insurance company. Damage that is covered is what the state of Texas requires (Texas state minimum liability coverage.) You will be afforded the opportunity to purchase SLI (Supplemental Liability Insurance) coverage at \$9.95/day. Information on how to purchase this on-line is provided in your Renter Packet sent at the time of reservation. SLI provides you the renter with a higher limit of liability protection, up to one million dollars (\$1,000,000) bodily injury liability and up to fifty thousand (\$50,000) property damage liability. This does not remove your responsibility or allow you to be careless with regard to towing, gas pump tail swing, low clearance overhangs, etc. These damages will NOT be submitted to our insurance and you will be responsible for those types of damages.
- Awnings:** Awning use is prohibited. Even the most experienced campers and RV enthusiasts have experienced issues with strong winds coming out of nowhere, so for your safety these have been either removed or disabled. Tampering with these is prohibited and will result in a fine being charged.
- 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. We will accept personal checks for the first half of payment only and as long as the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.

Initials: \_\_\_\_\_



11. **Taxes:** A 10% Texas Rental Tax will be added as required under the Texas Sales Tax Laws.
12. **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 Tent, Trailer or Motor Home or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
13. **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 Tent, Trailer or Motor Home, our negligence, or was otherwise our responsibility.
14. **Smoking:** There is Strict No Smoking Policy in any of the Tents, Trailers and Motor Homes. If the Tent, Trailer or Motor Home 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
15. **Mexico:** It is strictly prohibited to take any rented unit into Mexico, including tents, trailers and motor homes.
16. **Pet Policy:** We prefer No Pets in trailers and motor homes. If we do approve your pet there is \$150.00 pet fee. Any damage caused from the pet will be deducted from the security deposit.
17. **Limited Supplies:** Most trailers and motor homes come equipped with oversized tanks - approximately ninety (90) gallons of fresh water, ninety (90) gallons of grey and black water holding tank capacity, thirty (30) pounds of propane, and two (2) full charged 12-volt batteries. Some trailers and motor homes have standard water and holding tanks. 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.
18. **Appliances:** The A/C, 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/Motor Home or contact RV Rentals of Texas.
19. **Towing:** Towing vehicle must meet the requirements with regard to weight for towing the rented RV. Hitch ball is to be the proper size for towing the rental trailer. Hitch height must be 18" to 21" from the ground to the top of the hitch ball. All 1" to 2" of drop when trailer is attached to your vehicle. All wiring is to be in working condition. Tow bars can be provided as part of the RV rental by RV Rentals of Texas. If you are having a hitch installed, be sure that you schedule this in plenty of time before departure. If the trailer you are renting requires a seven-wire plug and an electric braking system, be sure that it has been installed prior to pick up. Never ride in trailer while in tow.
20. **Renter Damage:** If the Tent, Trailer or Motor Home and/or the contents in the Trailer or Motor Home 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 check out, RV Rentals of Texas will estimate the damage, if any, and expedite the cleaning and/or repair.
21. **Early Departures / Extending Rental Dates:** You are responsible for reviewing this Agreement to ensure that all rental 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.
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:** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Texas without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Austin, Texas, or the federal court located in Houston, Texas 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 Austin, Texas or the federal court located Houston, Texas.
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 Tent, Trailer, or Motor Home 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: \_\_\_\_\_



28. **Accidents:** In the event of an accident, the very first thing you should do is call for or render medical aid to any person needing medical attention. Call the closest police/state patrol office and have an accident report taken at the time and location of the accident. A copy of this report must be provided to both RV Rentals of Texas when the vehicle is returned, and to the proper insurance carrier within 7 days of the date of the accident. The accident must be reported to your insurance carrier within 24 hours.

\_\_\_\_\_  
**Signature**

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

*(Signature acknowledges Renter has read and agrees with RV Rentals of Texas)*

**Printed Name:** \_\_\_\_\_



## **HOLDING TANKS**

Dumping the holding tanks on an RV rental or camper rental is sometimes a mystery to newbies. Think of an RV being like a house with its various systems such as electric, plumbing, HVAC, sewer, etc. Yes, there's a sewer system--- the stuff has to go somewhere! Sure, this is not the fun part of RVing, but it's essential. And it's really not difficult and does not take very long if you follow these techniques.

### **Understanding the Holding Tanks on an RV Rental**

Your RV rental has two sewer tanks. One tank is named Gray and the second tank is called Black. The Gray tank holds liquid waste from the kitchen sink, bathroom sink and shower/bath. The Black tank holds solid and liquid waste from the toilet. Get it now? Black is the dirtiest stuff and gray is not quite so foul. At the end of these tanks which are located under the RV, there is an outlet where you will connect the sewer hose in order to empty these tanks. Like we stated before---the stuff has to go somewhere!

### **When Should You Dump the Sewer Tanks on a Camper Rental?**

You should empty the sewer holding tanks on a camper rental when they are full or near full. There is a gauge on the RV that shows the status of each holding tank. Usually it's stated, Empty, 1/3 Full, 2/3 Full and Full. On a side note, in addition to the Gray and Black tanks there is a Fresh Water tank for usage when not connected by hose to "city" water. One reason to empty the Black tank when it is at least 2/3 full is because the weight of the waste effectively creates the gravitational force that pushes the matter out of the tank and down the hose to the sewer when the valve is opened. This concept is why you do not simply leave the Black tank valve open all the time and the hose connected to the outside dump hole and expect the tank to fully empty. FYI-If you rent a camper for just a few days, then the Black tank may not fill up which is what you want before dumping. If so you can fill it by flushing the toilet until the gauge shows full and then dump it. Generally, if you return an RV rental to the dealer with the sewer tanks not empty you will be charged an extra fee. However, a few dealers offer tank dumping within an all-inclusive price. Inquire to find out the policy with your camper rental.

### **Equipment / Supplies Required for Dumping the Tanks on an RV Rental**

Dumping holding tanks on an RV rental is not difficult but you need to follow a procedure to ensure it is done properly. Furthermore, you need to bring several items with you in the RV storage bay(s). These items may or may not be provided by the RV rental dealer. Ask and verify. Here is the list of essential items:

- RV Sewer Hose and connectors; if you think your sewer hose is too short then carry two hose and their connectors
- Disposable Gloves
- Holding Tank Deodorant •A Garden Hose (i.e., used just for holding tank maintenance and not drinking water)



## Detailed Procedure for Dumping Holding Tanks in an RV Rental

Carefully read the below steps and then perform them in the same sequence for the successful dumping of holding tanks without any foul-ups:

1. You may need to move your camper rental to a dumping station if your campsite does not have full hook-ups that include a sewer dump hole.
2. Put on the disposable gloves.
3. Pull out the sewer hose and connect it to the dumping hole if not already connected.
4. You must empty the Black tank first but before that ensure the valve of both Black and Gray tanks are closed.
5. Now, remove the cap of the Black tank and fix the sewer hose tightly if not already connected with the help of its adapter and/or clamp. Double-check it to make sure it is secure.
6. Go to the other end of the sewer hose, which you have already placed into the dumping hole and ensure it is almost 6 inches inside or screwed on tight.
7. If not the screw on type, then place a weight on the sewer hose at this end (dumping hole's end) to ensure it does not come out when you open the valve of black tank. The weight can be anything like a brick, cover of dumping hole, etc.
8. Now, it is the time to empty Black tank first. Open its labeled Black valve by pulling out on it. As soon as you open the valve, solid and liquid waste will move out of the holding tank down through the sewer hose and go into the dumping hole. This process will take a few minutes to complete so wait until this process is finished. When this process ends, you will experience a trickling sound within the hose. If in doubt, you can pick-up the hose to feel that it's empty.
9. Do not close the valve of Black tank. You are still left to fit the garden hose in the black tank flush/rinser (if equipped). This step is only for those who have an RV equipped with a black tank flush which is usually found near the tank valve and labeled as such. Those who don't have black tank flush can ignore steps 11 - 14 and close the Black valve at this time (i.e., step 15).
10. Connect the garden hose (i.e., the one to be used only for dumping maintenance) to the black tank flush from one side and to the dump station or campsite's water supply on the other side. Note: you may have to remove the "city" water supply hose to do this if there is no other available spigot.
11. Once the garden hose is connected, turn on the water supply all the way.
12. Keep the water supply on so that the Black tank flush can clean the tank from inside. Keep the water supply on for at least 5 minutes.
13. After this, close the valve of the Black tank.
14. Remove the garden hose from Black tank flush, but not the spigot.
15. Now, open the Gray tank(s). Dirty soapy water from the sinks and shower will flow down the hose thus "cleaning" out any waste left over from the Black tank.
16. Once the Gray tank is also empty, close its valve, remove the sewer hose, and close the outlet cover.
17. Next, hold the sewer hose from the tank side and lift it so that it drains out into the dumping hole. You can rinse the dumping hose with the water hose to ensure it is clean from inside and out.
18. It is the time to remove the sewer hose form the dumping hole. To do this, remove the weight or unscrew it from the sewer hose and pull it out from the dumping hole.
19. Clean the surroundings around the dumping hole and hose attachments with running water to ensure nothing has been left out there.



20. After this, you can add the holding tank's deodorant treatment to both Gray and Black tanks with the required amount of water. This is done from the sink and toilet inside the RV. Most people treat the toilet at every dumping and only treat the sinks periodically; however, treating the sink every time is a good idea to avoid any smells especially during warm weather.
21. Remove the disposable gloves and wash your hands.

Congratulations — you are now done!

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**Signature**

**Date:**

*(Signature acknowledges Renter has read and agrees with RV Rentals of Texas)*

**Printed Name:** \_\_\_\_\_