Terms of Service – Rumbl Rentals

Rumbl Rentals (Rumbl Limited Partnership)
Last Updated: 12/08/2025

1. Introduction

These Terms of Service ("Terms") constitute a legally binding agreement between Rumbl Rentals, operated by Rumbl Limited Partnership, located at P.O. Box 154, 100 Randall Road, Wrentham, MA 02093 ("Rumbl," "we," "us," or "our"), and any individual or entity ("User," "you," "Host," or "Guest") who accesses, uses, or interacts with the Rumbl Rentals website, tools, software, services, messaging systems, booking infrastructure, or third-party integrations (collectively, the "Platform").

Rumbl provides an online marketplace that enables individuals and property owners ("Hosts") in the United States and Canada to list accommodations for rent and enables travelers ("Guests") worldwide to discover, book, and stay in those accommodations. Rumbl does **not** own, operate, manage, or control any properties. Rumbl is **not** a real estate broker, insurer, property manager, travel agency, or provider of lodging services. All bookings occur directly between Hosts and Guests.

By creating an account, using the Platform, listing a property, booking a stay, or accessing any part of the Platform, you acknowledge and agree that you have read, understood, and consent to these Terms.

If you do not agree, you must immediately stop using the Platform.

2. Definitions

For purposes of these Terms:

"Accommodation"

Any property, home, dwelling, unit, room, or space offered by a Host on the Platform.

"Host"

A User who creates, manages, or controls a Listing for an Accommodation.

"Guest"

A User who requests, books, or occupies an Accommodation.

"Listing"

A published description of an Accommodation, including photos, pricing, availability, amenities, rules, and related information.

"Booking"

A confirmed reservation between a Host and a Guest.

"Service Fees"

Platform fees charged to Hosts and/or Guests for the use of the Platform.

"Payment Provider"

Third-party services (e.g., Stripe) that process payments, charge fees, and remit payouts.

"User Content"

Any content a User submits, including text, photos, images, videos, reviews, messages, or metadata.

"Rumbl," "we," "us," or "our"

Rumbl Limited Partnership, owner and operator of the Rumbl Rentals Platform.

3. Scope of Rumbl Services

Rumbl provides the following services:

1. Marketplace Services

- o An online platform enabling Hosts to publish Listings
- o A search interface allowing Guests to discover Accommodations
- Customer support

2. Booking Infrastructure

 Tools for reservation requests, confirmations, and cancellation management

3. Payment Facilitation

- Third-party payment processing
- Secure checkout
- Guest charges
- Host payouts

4. Platform Features

- Fraud prevention systems
- o Identity verification tools
- o Calendar and availability settings

Review and rating systems

5. Regulatory Functionality

- o Compliance tools where required by local law
- o Tax calculation or remittance where mandated

Rumbl does NOT:

- Own or manage Accommodations
- Guarantee the condition or legality of any Listing
- Verify every Host's authority to rent
- Provide insurance unless explicitly stated
- Mediate disputes between Hosts and Guests (except where required by law)
- Guarantee platform uptime or uninterrupted access
- Control Guest or Host behavior
- Act as a real estate broker

Rumbl functions solely as a platform provider and payment facilitator.

4. Eligibility and User Accounts

4.1 Eligibility

You must:

- Be at least 18 years old
- Have legal capacity to enter a binding agreement
- Use the Platform only in compliance with all applicable laws
- Provide accurate, truthful information during registration

4.2 Account Registration

Users must:

- Create an individual account
- Maintain accurate information
- Use secure passwords
- Not impersonate others
- Not create multiple accounts without authorization

Rumbl may require:

- Government-issued identification
- Biometric or selfie verification

- Address verification
- Payment method verification

Rumbl may suspend or terminate accounts that fail verification.

4.3 User Responsibilities

You agree to:

- Comply with all applicable laws
- Honor all financial obligations
- Not circumvent the Platform or payment system
- Not engage in fraud or abusive behavior

Users are solely responsible for their interactions and conduct.

5. Host Responsibilities (Listing Accommodations)

5.1 Legal Authority to Host

By creating a Listing, Hosts represent and warrant that:

- They have full legal authority to rent the Accommodation
- No mortgage, lease, HOA rule, or regulation prohibits hosting
- They have complied with all licensing, zoning, and safety laws

5.2 Listing Accuracy

Hosts must ensure all Listing information is accurate, including:

- Address, unit details, and layout
- Number of bedrooms and bathrooms
- Amenities, appliances, and features
- Photos reflecting the current condition
- Fees, taxes, and charges
- Check-in instructions
- House rules
- Any hazards or limitations

Misrepresentation may result in suspension or termination.

5.3 Safety & Habitability

Hosts must maintain their Accommodations in a:

- Clean
- Safe
- Habitable
- Legally compliant

condition and must:

- Install functional smoke detectors
- Install CO detectors where required
- Ensure safe access to the property
- Follow building and fire codes
- Address urgent safety issues promptly

5.4 Host Availability and Communications

Hosts must:

- Respond promptly to Guest inquiries
- Provide accurate check-in/check-out instructions
- Remain reachable or provide an emergency contact
- Honor all confirmed bookings unless prevented by an emergency

5.5 Prohibited Host Actions

Hosts may **not**:

- Discriminate against Guests
- Cancel repeatedly without valid reason
- Circumvent Rumbl to avoid fees
- Post fraudulent or misleading Listings
- Use surveillance equipment in private areas
- Harass Guests or misuse Guest data

6. Guest Responsibilities (Booking Accommodations)

6.1 Guest Commitments

Guests agree to:

- Read the Listing thoroughly before booking
- Comply with house rules, occupancy limits, and policies
- Treat the Accommodation reasonably and respectfully
- Report damages or issues promptly
- Pay for all charges related to their stay

6.2 Prohibited Guest Actions

Guests may **not**:

- Exceed occupancy limits
- Host parties or events without permission
- Engage in illegal acts
- Damage property
- Disrupt neighbors
- Disable safety devices
- Bring unauthorized guests
- Circumvent Rumbl's payment system

6.3 Guest Conduct

Guests must:

- Maintain cleanliness
- Prevent excessive noise
- Use appliances responsibly
- Follow fire and safety instructions
- Respect building rules

Violations may result in account suspension or termination.

7. Booking Terms

7.1 Legal Relationship

A Booking forms a binding legal agreement between Host and Guest. Rumbl is **not** a party to that agreement.

7.2 Booking Confirmation

A Booking is confirmed when:

- The Host accepts the request, or
- Instant booking automatically confirms it

7.3 Cancellations by Host

If a Host cancels a confirmed Booking:

- Guest receives a full refund
- Rumbl may apply penalties, including:
 - o Cancellation fees
 - Lower search ranking
 - o Temporary suspension
 - o Permanent removal

7.4 Cancellations by Guest

Refunds follow the Host-selected cancellation policy:

- Flexible
- Moderate
- Strict
- Non-refundable
- Extended-stay
- Custom policies

Refund timing is determined based on the Accommodation's local time zone.

8. Payments

8.1 Payment Provider

Payments are processed exclusively through third-party Payment Providers such as Stripe.

Rumbl does **not**:

- Store full payment credentials
- Provide banking or escrow services
- Guarantee payment timing
- Resolve payment processor outages

8.2 Guest Payment Authorization

Guests authorize Rumbl and its Payment Provider to charge:

- Nightly rates
- Cleaning fees
- Guest fees
- Taxes
- Security deposits
- Damage charges
- Adjustments for disputes

8.3 Host Payouts

Payouts occur after Guest check-in, minus:

- Host Service Fees
- Regulatory taxes remitted by Rumbl
- Chargebacks
- Dispute-related holds

Rumbl may hold or delay payouts for:

- Fraud prevention
- Identity verification
- Property safety concerns
- Payment disputes

9. Damage Claims & Security Deposits

9.1 Host Damage Claims

Hosts may file claims for:

- Property damage
- Lost or stolen items
- Excessive cleaning
- Rule violations

Claims must include evidence.

9.2 Guest Responsibility

Guests agree to pay for damage caused by:

- Themselves
- Invitees
- Unauthorized occupants

Guests authorize Rumbl to charge their payment method for valid claims.

9.3 Security Deposits

Security deposits may be:

- Pre-authorized
- Charged
- Held
- Refunded after review

10. Taxes

10.1 Host Tax Responsibility

Hosts are responsible for:

- Income taxes
- Lodging taxes
- Sales/GST/HST (Canada)
- Local tax obligations

10.2 Rumbl Tax Remittance

In certain jurisdictions, Rumbl may collect and remit taxes. Rumbl will disclose where this applies.

11. Prohibited Activities

Users may not engage in:

- Illegal acts
- Fraud or misrepresentation
- Harassment or discrimination
- Data scraping
- System interference
- Circumventing payments
- Unauthorized solicitation
- Review manipulation
- Dangerous or unsafe behavior

12. Safety

Rumbl does not guarantee:

- Property safety
- Accuracy of safety disclosures
- Guest or Host behavior
- Emergency response

Guests must contact emergency services when needed.

13. Content & Intellectual Property

13.1 User Content License

Users grant Rumbl a worldwide, royalty-free license to:

- Use
- Copy
- Modify
- Display
- Translate
- Promote
- Distribute

their content for platform operation.

13.2 Rumbl Intellectual Property

Users may not:

- Copy or reverse-engineer the Platform
- Use Rumbl trademarks without consent
- Build competing services using Rumbl data

14. Reviews

Reviews must be:

- Honest
- Accurate
- Not abusive
- Not incentivized
- Not retaliatory

Rumbl may moderate or remove reviews that violate policy.

15. Warranty Disclaimer

The Platform is provided "AS IS" without warranties of any kind, including:

- Merchantability
- Fitness for a particular purpose
- Accuracy
- Availability
- Safety
- Non-infringement

16. Limitation of Liability

Rumbl shall not be liable for:

- Indirect damages
- Loss of profits
- Emotional distress
- Property damage
- Personal injury caused by Hosts or Guests
- Third-party service failures

Total liability is limited to:

(a) Service Fees paid in the prior 12 months, or (b) \$100 USD — whichever is greater.

17. Indemnification

Users agree to indemnify and hold Rumbl harmless from claims arising out of:

- Violations of these Terms
- Damage to property
- Injuries or losses
- Illegal conduct
- Misrepresentations

18. Termination

Rumbl may suspend or terminate accounts for:

- Violations of these Terms
- Fraud or abusive behavior
- Repeated cancellations
- Safety concerns
- Failure to comply with legal obligations

19. Governing Law

These Terms are governed by the laws of:

The Commonwealth of Massachusetts, United States.

20. Dispute Resolution & Arbitration

All disputes must be resolved through:

- **Binding arbitration** administered by the American Arbitration Association (AAA)
- Venue: MassachusettsLanguage: English

Users waive rights to:

- Class actions
- Collective actions

Small claims court is allowed.

Notwithstanding the foregoing, this arbitration agreement shall not apply to Users residing in jurisdictions where such agreements are prohibited by applicable consumer protection law, including but not limited to Quebec, Canada

21. Modifications

Rumbl may modify these Terms at any time. Changes become effective upon posting.

22. Entire Agreement

These Terms constitute the full agreement between you and Rumbl and supersede all prior communications.

23. Survival

Sections related to:

- Payments
- Liability
- Arbitration
- Indemnification
- Intellectual property

24. Force Majeure

Neither Rumbl, nor any Host, nor any Guest shall be held liable for failure to perform, delayed performance, cancellation, or inability to fulfill any obligation under these Terms, or any Booking made through the Platform, where such failure is caused by events beyond the affected party's reasonable control ("Force Majeure Event").

Force Majeure Events include, but are not limited to:

- Natural disasters, extreme weather, or environmental events
- Government orders, travel restrictions, or emergency regulations
- Public health crises, epidemics, pandemics
- Acts of war, terrorism, civil unrest, or political instability
- Widespread power outages or utility failures
- Strikes, labor disputes, or transportation shutdowns
- Structural damage or property impacts caused by events outside a Host's control
- Any other event deemed unforeseeable, extraordinary, or unavoidable

24.1 Impact on Bookings and Refunds

If a Force Majeure Event prevents either:

A Guest from traveling to the Accommodation,

A Host from safely accommodating a Guest, or

Rumbl from providing Platform functionality necessary to complete the Booking,

then Rumbl may, at its sole discretion:

Cancel the reservation.

Issue a full or partial refund,

Apply credits or rebooking assistance, or

Defer to the guest cancellation policy selected by the Host, except where overridden by Rumbl's **Refunds & Cancellation Policy**.

Any refunds, credits, or financial determinations related to Force Majeure Events will be handled strictly in accordance with Rumbl's **Refunds & Cancellation Policy**, which is hereby incorporated into these Terms.

24.2 Limitation of Rumbl's Liability

Rumbl is *not responsible* for:

- Transportation, lodging relocation, alternative accommodations,
- Incidental or consequential losses,
- Costs arising from Guest or Host decisions,
- Loss of income, lost bookings, or business interruption,
- Any obligations not expressly stated in the Refunds & Cancellation Policy.

Rumbl acts solely as a marketplace and is not an insurer, travel provider, property manager, or guarantor of performance.

24.3 No Waiver of Other Terms

A Force Majeure Event does not:

- Waive a Guest's responsibility for conduct, damages, or rule violations,
- Waive a Host's responsibility to maintain accurate Listings,
- Create liability for Rumbl beyond the remedies outlined in these Terms and the Refunds & Cancellation Policy.

25. Contact Information

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