# **Supplemental Rental and Rules Agreement**

# RV Trailer "2023, Jayco, 184BH"

# VIN: 1UJBC0AJ2P77B0229 Black Diamond RV Adventure's (BDRVA)

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 driver's license, Renter must have full coverage RV insurance in their name, Renter must complete this Agreement and agree to all Black Diamond RV Adventure's Rental Terms and Conditions attached below.

Last :	First:		
Address:	City:	State : Zip:	
Home # ( ) Mobile	e#()Driver's	License#:	
Birth date:			
Email Address:	Previous	renter: YES / NO (circle one)	
Rental Period Start Date	Rental Period End Date	Rental Location	
		Campground:	
Check-in Time – 3:00 p.m.	Check-out Time – 10:00 a.m.	Camp Site No.: Allowable Trailer Size:	
Security Deposit. A \$1,000.00 security deposit (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 damage 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 Rental Owners under this Agreement.  Reservations. For reservations made 30 days in advance, 100% of the total amount of your stay is due 30 days prior to your scheduled Rental Period Start Date. This amount is 50% refundable within 30 days and is non-refundable within 15 days of rental start. If a reservation is made within 30 days of requested date, 100% of the total amount of your stay is due upon reservation.  Rental Amount. The Rental price is (Daily Rental Rate \$			
You would like to reserve/rent a camping trailer from Black Diamond RV Adventure's (BDRVA). You understand that BDRVA must approve the Agreement before a reservation can be confirmed. If approved, you authorize BDRVA to charge your credit card for reservation fee/rental amounts or any damages that were caused during your rental period. You, the renter, and BDRVA have the right to cancel the reservation under this Agreement. If you cancel my reservation more than 30 days prior to the Rental Period Start Date, you will not be charged a cancellation fee. If you cancel the reservation less than 30 days prior to the Rental Period Start Date, 50% of the total rental payment will be nonrefundable. If you cancel the reservation less than 15 days prior to the Rental Period Start Date, the total rental payment will be nonrefundable. If BDRVA cancels the reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 7 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: (Name on credit ca	Expiration and must match name of Renter)	Date: Security Code:	
Signature X(Signature acknowledges Renter has read a	Dat	2	

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later.

#### **Definitions**

- "Contract" means all terms and conditions found in this form, and addendum, and any additional materials we provide at the time of Rental.
- "You" or "your" means the person identified as the renter on this form, any person signing the Contract, any Authorized Driver 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 separately bound by this Contract.
- "We," "our," "us," "I," or "my" means the private owner(s) and manager(s) renting the vehicle to you.
- "Web Platform" means the RV Rental search engine/platform used by the private owner(s) and manager(s) as an intermediary only.
- "Authorized Driver" means you and any additional driver approved and listed by us on this Contract.
- "Vehicle" means the recreational vehicle identified in this Contract.
- "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate.

#### **Terms and Conditions**

- 1. <u>Training:</u> When you pick up the RV, we will complete a pre-rental orientation of the RV that will take about 1-2 hours, depending on any prior experience you have with a travel trailer. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. <u>Campground Reservations:</u> We are not responsible for campground reservations including cancelations for COVID or weather. 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. No refunds will be given for campsite reservation errors.
- 3. <u>Dogs:</u> You MUST request & get owner approval before allowing a dog in the RV. Owner reserves the right to accept or decline any dog, for any reason. Dogs are not allowed on any upholstered area due to the soft material and the risk of stains, smells, or other damage. We do not charge an extra fee for a dog. If any pet damage occurs, including evidence of pet urine or feces, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly. If any large amounts of pet hair are left upon return, the security deposit will be used as a full Deep Cleaning Fee for this to be removed. (See Fees Addendum). Dogs may not be left inside the trailer unattended. A trailer is like a car and can reach extreme temperatures on hot days. Also, unattended dogs in a new location, not in a crate, often try to escape causing damage to doors or windows.
- **4.** <u>Smoking:</u> There is NO SMOKING allowed in the trailer. If smoke (including cigars, pipes, vapes, weed, drugs, etc.) is detected you will forfeit your entire deposit and can be charged any cleaning fees the deposit does not cover to remove odors or evidence of smoking. NO EXCEPTIONS.
- 5. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any trailers returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect the evidence.
- **6. Propane:** Propane must be refilled before you return unless you have chosen to add this service (for the \$50 fee) to your booking. Propane tanks not refilled will incur the \$50.00 amount to fill plus an \$80.00 after service fee.
- 7. Generators: Do not use generator inside the trailer it MUST be kept outside. Do not leave the trailer unattended while the generator is running. Do not run a generator overnight or while sleeping due to safety reasons. A generator is available for your use for \$50 a day. If you opted for a generator added on with your rental, and by signing this agreement, you will be held responsible for the condition of the generator during the period of your rental. It must be returned in the same working condition as it was given to you. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during your rental period. The generator will be provided with a full tank of regular unleaded fuel. You are responsible for all other generator fuel and the operation of the generator during your rental period. It runs ONLY on regular unleaded fuel and if you use any other fuel and cause damage, you will be responsible for repair or replacement of the generator. The generator is to be used outdoors only.
  - If you choose to use your own generator, the following rules will apply: Your generator must be a minimum of 2000 watts to run the systems within the RV without causing a power issue. You, the renter, assume all responsibility for any and all damage caused to the trailer & its appliances and systems by the use of a generator.
- **8.** Rooftop Usage: We do not allow the use of the travel trailer's rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.

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- **9.** Awnings: We DO allow the usage of the exterior awning but advise using caution! This is for your own protection as well because they are **NOT COVERED** by insurance, and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and will exceed your security/damage deposit amount.
- 10. <u>Tires:</u> The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period but if a tire seems low you can refill it with air. There is also a spare tire included on the rear, in the rare event a flat tire/blowout occurs.
- 11. <u>Travel Restrictions:</u> Unless prior approval is received from owners, no travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Driving on unapproved roads will result in the forfeiture of your entire deposit.
- 12. No Refunds for Early Returns: If you return the travel trailer early, we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the trailer; however, if the MVA is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
- 13. Fee for Late Returns: A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon time. If the RV is returned after dark or while the owner is not home/unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be applied to your security deposit. Renters forfeit their right to complete a return walkthrough with owner if the unit is returned at a time different than indicated in line item # 18. Often there are back-to-back rentals and returning it on time is critical for us to prepare for the next renters. We will do our best to accommodate an extension if the schedule allows. If you delay the next rental, you will be responsible for any lost revenue from that rental and fees associated with the cancellation.

Example: 1-60 minutes late return \$50

61-120 minutes late return will \$100

- 14. Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive any a \$70 administration fee plus the cost of the bill for EACH invoice will be applied to your security deposit. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$70 administration fee. If you want to use toll roads, you are free to pay at the plazas or bring your own toll tags, just make sure no invoices or toll by plate, etc. mail comes our way or the \$70 administration fee, plus the bill will be applied. Note: Most toll agencies are good to work with and will help you out if a mistake is made and you call them right away.
- **15.** <u>Cleaning:</u> We do NOT charge an upfront cleaning fee. The trailer must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better as shown in the trailer condition acknowledgement. If you return the trailer dirty, you will be charged a \$100 cleaning fee.
  - 15a. A Deep Cleaning Fee of \$300 will be charged if RV is returned unclean AND requires more than a surface cleaning or any reconditioning.
- 16. Waste Holding Tanks: There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with many rolls of RV safe toilet paper, and we ask that this is the ONLY thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove.

16a. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left Closed, and the screw cap left ON. If tank levels do not read EMPTY on the control panel, you will be charged a \$100 dump fee. NO EXCEPTIONS.

17.	Odors/Cooking: We do not allow anything that can create a strong smell in the RV that is difficult to remove, such as the long-term storage or cooking of fish, bacon, deer, curry etc. These must be prepped/cooked outside the RV. If odors are detected, you will be charged the Deep Cleaning Fee of \$300. There is an outside kitchen propane stove provided for your trip for your use, if needed in the preparation and cooking of smelly food items.
18.	Rental Period: at until at

19. <u>Damage/Minor Repairs:</u> Any damage needs to be reported to us immediately. If a potential repair is minor, you may make the repair after consulting us. Do not repair anything until you've spoken to us about it. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if you do not bring back the defective part you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.

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- 20. Renter Damages: If the trailer, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to couches/chairs, beds/bedding, counters, walls, etc., are damaged during your rental period you are responsible for paying all damages, whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, you are responsible for obtaining a police report, and notifying us immediately. (A documented thorough walk through will be completed, with renter present at the time renter takes possession) THE RENTAL PLATFORM (Outdoorsy, RV Share, etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the trailer is charged to the renter, via cash upon return or charged to your security deposit.
- 21. Towing Safety: We recommend sway/stabilizer bars, which are available for rent, always be used while towing the RV. Remove the sway/stabilizer bars prior to backing into a parking space or RV slot. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit. Please remember that trailers are much taller than the average vehicle (10' clearance) and are not equipped to withstand an impact with a tree, low bridge/overpass etc. and will result in damages totaling MORE than your security deposit, so be aware of low clearance signs. All damages to the RV, including damage while driving (tree, toll road, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. The dimensions of our travel trailer are listed on the listing. Never attempt going through a drive-through towing a trailer they are always too low.
- **22.** <u>Appliances:</u> The A/C, radio, microwave, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. In case of any malfunction please contact us immediately for assistance and we will do our best to troubleshoot or attempt to have someone come to you for repairs.
- 23. <u>Camper Abandonment/Owner Retrieval:</u> If for any reason you abandon the RV, you will be charged a \$3,000 fee for Abandonment and Retrieval plus any applicable fees for ANY lost/missing keys or items/parts from the trailer. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the trailer without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
- 24. <u>Lockout/Lost Kevs:</u> In the event a lockout occurs you agree to pay .75 cents per mile, round trip, for owner to drive and unlock trailer and a fee of \$25 PER missing key. If the owner is en route and key is found and trailer is unlocked, you will only need to pay for mileage up to that point round trip. If no lockout occurs but a key is missing upon return of RV, you will be charged a \$25 fee PER key. If trailer OWNER determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by the RENTER, at the time of service locksmiths must be scheduled and approved by owner before work is done.
- 25. Extra fees: You may elect to add certain "extras" to your booking if you like. If you did not elect extra fees at the time of booking, such as the dump fee, etc., you can elect to have them deducted from your deposit. These elections should be noted on this form at the end.
- **26.** <u>Personal Property:</u> Your personal property brought with you is your responsibility, and you release trailer owner(s) from all claims for loss of, or damage to, your personal property, or that of any other person left/carried in or on the RV during your rental period and day of return.
- 27. <u>Personal Injury:</u> You release owner(s) from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to you, children, guests, or relatives during your rental period including return period.
- **28.** <u>Severability:</u> If any provision within this Supplemental Rules and Rental Agreement is determined to be invalid, void, or unenforceable judicially, the remaining provisions shall remain in full effect and force.
- **29.** <u>Modifications/Waivers:</u> No provision within this Supplemental Rules and Rental Agreement can be waived or modified for any reason except in a written document that the owner(s) has signed.
- **30.** <u>Damages Above Security Deposit/Insurance Claims:</u> In the event there is any damage above the amount of your security deposit, you agree to pay the owner(s) any monies due and allow the rental platform company to charge your credit card on file for said charges, plus processing fees. The interior and awning are <u>NOT COVERED</u> by platform insurance.
- 31. <u>RV Return:</u> When RV is returned, you agree that it will be free from damage, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle. Once the RV has been unhitched, the RV will not be allowed to be taken anywhere else and the rental period will be considered complete. (This is for insurance purposes) A preliminary walk through will be completed, and a precursory Return Form will be provided. Photos will also be taken by the owner for reporting to rental platform &/or insurance. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.

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- 32. <u>Credits:</u> There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the owner's control. This includes, but is not limited to, flat tire(s), weather, any and all systems within the RV that were working at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of RV whether the renter was at fault or not, or due to renter's or any guests' negligence.
- 33. Rental Period Extension: If, for any reason, your rental period is extended beyond the original rental period dates, you agree that this document will also extend, be valid and enforceable for the entirety of your extended rental period. Extension may be requested but know that often there are back-to-back rentals and returning it on time is critical for us to prepare for the next renters. We will do our best to accommodate an extension if the schedule allows. If you delay the next rental, you will be responsible for any lost revenue from that rental and fees associated with the cancellation. Any extension will require proof and documentation of insurance extension for additional rental period.
- **34.** Security Deposit: Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damage have been found. Said inspection may take anywhere up to 72 hours post rental period.
- 35. Speed Limit: Towing requires special attention to speed. Trailer tires are not rated for high speed in the same way truck and vehicle tires are. While towing our trailer, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the MAXIMUM allowed speed while towing the trailer is 55 miles per hour. When towing, you are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.
- **36.** Boondocking/Dry Camping: Camping without hookups (water, sewer, electric) restricts the capabilities of the trailer. You are limited to freshwater tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the renter. We, as owners, take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities and capacities.
- **37.** <u>Hold Harmless:</u> Renter agrees to hold harmless the owner of the rented RV, at all times for all situations. Renter assumes all risk when renting RV, and owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. The owner assumes no liability for how the RV is used during the rental period.
- **38.** 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.
- **39.** This agreement is in addition to the rental platform (Outdoorsy, RV Share, etc) rental contract. Both contracts are in effect, together, during the rental period. Any part of the rental platform agreement that acts in a manner to void this one (or parts of it) is revoked by the renter and owner, as indicated by the signatures below.

Renter Signature and Date	
Renter Printed Name	
Renter Address and Phone Number	
Owner Signature and Date	
Owner Signature and Date	

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#### **FEES ADDENDUM**

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT, AND ANY ADDITIONAL COST, IF NECESSARY, WILL BE CHARGED TO YOUR BOOKING. BY SIGNING THIS, YOU ARE AUTHORIZING OUTDOORSY &/OR THE ACTUAL RV OWNER (JONATHAN OR CAROLLINA RINALDI) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

### **SELECTION OF EXTRA FEES**

Initial items you would like to add to your reservation.

Cleaning fee: I do not want to clean the trailer upon return - \$100
\$100 charge will be assessed if this is not selected, and the trailer is returned dirty needing a surface cleaning.
\$300 deep cleaning will be charged if cleaning requires more than a simple surface cleaning. ***Please note article #15 in rental contract***
Waste Tanks: I do not want to empty the black and grey waste tanks - \$100
\$100 charge will be assessed if black and gray tanks are not emptied prior to return. (via your reservation OR per your deposit). If the waste tanks are clogged, renter will be responsible with all service fees to unclog and return the unit to working order.
***Please note article #16 in rental contract***
Propane fee: I do not want to refill the propane tanks - \$50/trip  Generator fee: I would like to rent a generator - \$50/day  Bed Linens: I would like bedding provided for of people - \$15/person  Towels: I would like towels for showering provided for of people -\$5/person
SMOKING IS STRICTLY PROHIBITED: <b>\$1000+</b> charge will be assessed if the smell of smoke is detected in the RV.
LATE RETURN: \$50 per hour charge will be assessed if RV is returned later than agreed upon time.
PETS: Pets authorized by the owner at time of pickup are welcome in the trailer free of daily charge. Should any damage occur because of your pets, you are responsible for costs related to damage including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture.
a. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of \$300.

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TOLL INVOICE: \$70 charge will be assessed plus the cost of toll charge for EACH invoice received.

PROPANE: **\$80** charge, plus the cost of propane, will be assessed if propane tank(s) is not refilled upon return.

CLEANING: \$100 charge will be assessed if RV is returned unclean or in a condition less than received.

DEEP CLEANING: **\$300** charge will be assessed if RV is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean or recondition.

LOCKOUT: **\$25** charge will be assessed per key if lockout occurs in addition to .75 cents per mile for owner to come and unlock RV.

MISSING KEY(S): \$25 charge will be assessed per each missing key(s).

ABANDONMENT/RETRIEVAL: **\$3,000** charge will be assessed if renter abandons RV at any location or any time during rental period and owner must recover RV, or if owner must retrieve the RV for any reason other than what has been discussed at time of booking.

Renter Signature and Date
Renter Printed Name
Owner Signature and Date
Owner Signature and Date

Renter Initials:

#### **Waste Tanks Addendum**

Most renters are not familiar with properly operating an RV's black and gray waste holding tanks and; therefore, have many questions and concerns regarding this. This addendum is meant to act as a clear outline for your responsibility as a renter for properly using and dumping the waste tanks, and the fees if not done successfully. We will go into considerable detail during your pickup orientation and training regarding the proper dumping of these tanks to accommodate the walk though that is done at pick up. There are also step by step instructions in our renter's handbook inside the trailer and we will also give you a copy of these instructions during orientation. By signing this waste tank addendum, you agree that you have been taught how to dump the tanks and that you understand how to do it. (It is always ok to call, text or email us with questions for waste tank dumping or other issues while you are renting the travel trailer.)

# DO NOT EVER LEAVE THE BLACK OR GRAY TANK VALVES OPEN DURING USAGE!

RV safe toilet paper will be provided, and we ask that this is the ONLY thing put into the black tank. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the black tank or a clog may result.

There is to be NO food, or any other item, other than sink and shower water, placed into the gray tank. Any amount of food particles may result in a clog that will require extensive cleaning to clear.

Any clog or repair requiring service to remedy will be the responsibility of the renter and deducted from the security deposit.

Waste holding tanks (Gray and Black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON.

When you return the RV, the tank levels will be checked during our inspection and if the tank levels on the control panel do not read EMPTY, you will be charged a \$100 dump fee, NO EXCEPTIONS.

Please ensure tanks have been emptied and flushed, if necessary, and tank levels on the control panel read EMPTY prior to returning. Once the RV has been unhitched you will not be permitted to leave again with the RV.

Renter Signature and Date		
Renter Printed Name		
Owner Signature and Date		_

Renter	Initials:	
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