

Supplemental Rental and Rules Agreement

“2018 Jayco Envoy 100 26D”

VIN: 1FDXE4FS8GDC57535

Owners: David & Kelly Oberhauser

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.

- 1. Training:** When Renter picks up the RV, Owners will complete a pre-rental orientation of the RV that will take about 1 hour, depending on any prior experience you have with an RV/Motorhome. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. No Refunds for Early Returns:** If Renter returns the RV early, Owners do not refund the days Renter will not use. This includes if Renter has been in a motor vehicle accident with the RV; however, if the MVA is not Renter’s fault, Renter may be able to recover any rental costs from the at-fault driver’s liability insurance.
- 3. Fee for Late Arrivals and Returns:** If the renter is more than 90 minutes late for their arrival/pick-up, the owner has the right to cancel the reservation or reschedule the arrival time at their discretion. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. **NO EXCEPTIONS.** A fee of \$75 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 owner is not home/unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be applied to Renter’s security deposit. Renter forfeits their right to complete a return walkthrough with owner, if the unit is returned at a time different than the agreed upon time.
- 4. Travel Restrictions:** 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. Travel outside the contiguous United States is not permitted.
- 5. The RV may be equipped with an onboard GPS tracker/monitoring system.** Turning off, removing, damaging or otherwise tampering with the GPS system will result in a minimum fee of \$1000.00
- 6. Toll Roads, Traffic Violations, Parking Violations:** If Renter travels on toll roads, Renter is encouraged to pay at the plazas or use their own toll tags. If Owners receive any toll invoices, Renter agrees to reimburse Owner the cost of the bill for EACH invoice and a \$10 administration fee for EACH invoice received via the Security Deposit or other acceptable electronic means: Venmo, Cash App, Apple Pay. *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.* Responsibility for any traffic or parking violations will be transferred to Renter and Renter will be charged a \$50 administration fee.
- 7. Campground Reservations:** Upon request by Owner, Renter will provide to Owner proof of campground reservations. All campground reservations must be made separately with the campground’s reservation agency. Owners are not responsible for campground reservations or cancelation fees. 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.

Renter Initials: _____

- 8.** Awnings: Owners DO allow Renters the usage of the exterior awning, but advise using caution! This is for the protection of the Renter as damage to awnings MAY 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% the responsibility of Renter and will most likely exceed the security/damage deposit amount.
- 9.** Rooftop Usage: Access to RV rooftop is prohibited. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of the entire security deposit. In the event the damage is more than the security deposit, Renter agrees to be fully responsible for the total cost of repair.
- 10.** Pets: Renter MUST request & get owner approval *before* allowing any pets in the RV. A \$100 fee per pet will be added to the reservation. Owner reserves the right to accept or decline any pet, for any reason. Pets are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. If any pet damages occur, including evidence of pet urine or feces, Renter will be charged for any repairs in excess of the pet fee. If any large amounts of pet hair are left upon return, Renter will be charged and Excessive Cleaning Fee of \$150.00 as per the platform reservation agreement.
- 11.** Waste Holding Tanks: There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the toilet/black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. Owners will provide several rolls of RV safe toilet paper and this should be the ONLY thing put into the waste holding tank. No food particle or grease should be put down the sink drains. Scrape and wipe dishes before washing in the sink. There is to be nothing other than sink or shower water put into the gray water holding tank. Renter agrees to monitor and empty the waste tanks as needed. DO NOT LEAVE THE WASTE TANK DUMP VALVES OPEN EXCEPT FOR WHEN DUMPING. Renter also agrees to empty the waste tanks before leaving their last campsite. Renter is allowed to use the sinks and toilet on their return trip as needed.
- 12.** Cleaning: Renter agrees to return the RV with a clean interior. "Clean" means, as you received it or better, as shown in the departure/key exchange/hand off form: free of trash and debris, floors swept/vacuumed, dishes washed and put away, no spills on hard surfaces and in or on appliances, no stains on hard or soft surfaces. If Renter returns the RV with a dirty interior, Renter will be charged an Excessive Cleaning fee of \$150.00. If Renter returns the RV with a VERY dirty interior, Renter will be charged a VERY Excessive Cleaning fee of \$300.00.
- 13.** Smoking: There is **NO SMOKING** allowed in the RV. If evidence of smoking (including cigars, pipes, vapes, drugs, etc.) is detected Renter will be charged a minimum fee of \$1500.00. NO EXCEPTIONS!
- 14.** Generator: The RV is equipped with an onboard generator. Renter is not allowed to use any other generator to power the RV other than the provided, onboard generator. Generator maintenance is expensive. Renter is allowed a certain amount of generator hours and use of the generator is subject to overages as per the platform reservation agreement. The generator is maintained regularly and tested between each rental. However, due to the complex nature of generator operation, Owner makes no guarantees to the function of the generator and no refund will be given should the generator fail to operate during the rental period. Should the generator not be operating as expected during the rental period, Owner will make every attempt to help Renter troubleshoot generator function via phone, text and/or video conference.
- 15.** NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit the entire security deposit. If the RV is 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.
- 16.** Odors/Cooking: Preparing of foods inside the RV that result in strong, lingering odors will be subject to the \$150.00 excessive cleaning fee. Renters are allowed to use the provided Blackstone griddle for outdoor cooking.

Renter Initials: _____

- 17. Damage/Minor Repairs:** Any damages need to be reported to Owner immediately. If a potential repair is minor, Renter may be granted permission to make the repair **after** consulting Owner. Replacement of defective parts and receipt must be brought back for reimbursement. There will be NO reimbursement if Renter does not bring back the defective and the receipt. If Renter purchases an item necessary due to an equipment failure (sewer or water hose, etc.) the item purchased and the receipt must be surrendered upon return of the RV for reimbursement. Should Renter make a repair without first consulting Owner, Renter assumes liability for the repair and any subsequent repairs needed.
- 18. Renter Damages:** If the RV 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, windows, blinds, hubcaps, etc., are damaged during the rental period, Renter is responsible for paying all damages, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, Renter is responsible for obtaining a police report, and notifying Owner immediately. (A documented thorough walk through will be completed, with renter present at the time renter takes possession) THE RENTAL PLATFORM (Outdoorsy, RV Share, RVnGo,etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the trailer is charged to the renter upon return or charged to the security deposit.
- 19. Towing:** The RV is quipped with a tow hitch with a Max gross trailer weight of 7,500 lbs and a Max gross tongue weight of 750 lbs and trailer lighting wire harness. Renter is allowed to tow but is advised to use extreme caution. Owner is not responsible for any damage to or loss of any vehicles, trailers, equipment, etc. Any damage to the RV caused by use of the tow hitch will be the sole responsibility of Renter. Renter acknowledges that the MAXIMUM allowed speed while towing if 65 miles per hour. (See also Paragraph 32)
- 20. Appliances:** The A/C, radio, microwave, television, awning, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to Renter. Fixing any malfunction is not guaranteed. In case of any malfunction please contact Owner immediately for assistance and Owners will do our best to troubleshoot and remedy the issue.
- 21. Camper Abandonment/Owner Retrieval:** If for any reason Renter abandons the RV, Renter will be charged a \$3,000.00 fee for Abandonment and Retrieval - plus any applicable fees for ANY lost/missing keys or items/parts from the RV. Abandonment means leaving the RV with no intention of returning to it or delivering it back to owner/drop-off location. In the event Renter abandons the RV without signing return documents, Renter agrees to waive their right to dispute any claims due to damages, overages, or vandalism.
- 22. Lockout/Lost Keys:** In the event a lockout occurs, Renter agrees to pay necessary fees (AAA, etc.) to access the RV. Any damage as a result of accessing the RV in such an event is the sole responsibility of the Renter. In the event that the keys are lost, Renter agrees to pay necessary fees to deliver keys to the Renter. If 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.
- 23. Personal Property:** Renter personal property is the sole responsibility of Renter, and Renter releases RV Owner(s) from all claims for loss of, or damage to, personal property, or that of any other person left/carried in or on the RV during the rental period.
- 24. Personal Injury:** Renter releases Owner from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to Renter, children, guests, or relatives during the rental period.
- 25. Severability:** 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.

Renter Initials: _____

- 26. Modifications/Waivers:** No provision within this Supplemental Rules and Rental Agreement can be waived or modified for any reason except in a written document acknowledged and signed by Owner.
- 27. Damages Above Security Deposit/Insurance Claims:** In the event there is any damage above the amount of the security deposit, Renter agrees 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. (See Platform Rental Agreement Terms of Service and Insurance and Protections Terms.)
- 28. RV Return:** When RV is returned, Renter agrees that it will be free from damages, cleaned, and tanks emptied. A preliminary walk through will be completed and a precursory Return Form, including photos, will be documented on the rental platform. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, or any other charges will be added/deducted from your security deposit if applicable.
- 29. Credits:** 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.
- 30. Rental Period Extension:** If, for any reason, the rental period is extended beyond the original rental period dates, Renter agrees that this document will also extend, be valid and enforceable for the entirety of the extended rental period.
- 31. Security Deposit:** The security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
- 32. Speed Limit:** Renter agrees to travel at or below posted speed limits and follow ALL "truck speed limit" signs and "left lane for passing", etc. laws and signage. (See also paragraph 5.)
- 33. Boondocking/Dry Camping:** Camping without hookups (water, sewer, electric) restricts the capabilities of the RV and is limited to fresh water 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. Owners take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should Renter choose to dry camp/boondock, Renter takes full responsibility and liability for the limited capabilities and capacities.
- 34. Cold Weather Camping:** Traveling and camping in an RV in temperatures at or below freezing presents extra challenges and risks. Even when following the advice and recommendations of the Owner, Renter will be responsible for any damages to the RV that occur as a result of camping or traveling in temperatures at or below freezing, including, but not limited to: burst pipes, water damage as a result of burst pipes, damage to storage tanks, etc.
- 35. Hold Harmless:** 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. Owner assumes no liability for how the RV is used during the rental period.

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36. This agreement is in addition to the rental platform (Outdoorsy, RV Share, RVnGo, 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

Renter Initials: _____

Renter Initials: _____