

Supplemental Rental and Rules Agreement

2021 Heartland Prowler

(VIN 5SFPB3425ME460833)

Owners: Katie and Dave DeAnthony 315-559-7302

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. Thank you for your rental, we look forward to working with you!

- 1.** Training: When you pick up the trailer, we will complete a pre-rental orientation of the trailer that will take about 30 mins, 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.** 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 accident is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
- 3.** Fee for Late Returns: If the trailer is returned after dark or while owner is not home/unavailable, it will be checked in the next day, during daylight hours. Renter forfeits their right to complete a return walkthrough with owner, if the unit is returned at a time different than originally agreed upon and the owner is unavailable. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.
- 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.
- 5.** Campground Reservations: We are not responsible for campground reservations – including cancelations for COVID. 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.
- 6.** 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.
- 7.** Your Generator: If you choose to use **your own** generator, the following rules will apply. Do not use generator inside the trailer - it MUST be kept outside. Do not leave the trailer unattended while a generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons. Your generator must be a minimum of 3500 watts to run the systems within the RV without causing a power issue. You, the renter, will assume all responsibility for any and all damages caused to the trailer by the use of a generator.
- 8.** Our Generator: If you are using **our generator** 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 the course of your rental period. We provide you with a way to lock the generator up while outdoors. Generator is to be used **outdoors only**.

Renter Initials: _____

9. Tires: RV tires are partly filled with nitrogen as it does not cause pressure fluctuations. 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 back, in the rare event a flat tire/blowout occurs.
10. 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.
11. Dogs/pets: We do not allow dogs or other pets in our travel trailer. Any evidence of pets being in the trailer will automatically incur a \$500 fee, plus the cost of any potential damages caused by pet. We are dog lovers too, but choose to keep our trailer rentals pet free, so please respect that.
12. Propane: If you use propane, there will be a \$10 fee, no matter the amount used. Please feel free to use as needed. If you do need to refill the propane tank, DO NOT replace the tank, please just have it refilled.
13. 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 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.
- 12a. 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.
14. Cleaning: We do NOT charge an up front cleaning fee. We ask that you please clean up after yourself during your rental. The trailer must be returned with a clean interior and empty tanks (unless you plan to pay us to empty the tanks). "Clean" means surfaces wiped down, swept, no garbage left, etc. As you received it, please! We will of course wash all linens, clean and sanitize between each rental, but if you return the trailer excessively dirty, you will be charged a \$150 cleaning service fee. This would include the presence of strong, lingering cooking odors.
- 13a. A Deep Cleaning Fee of \$300 will be charged if RV is returned unclean AND requires extensive amounts of cleaning or reconditioning.
15. Smoking: There is **NO SMOKING** allowed in the trailer. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$500.
16. Rental Period: _____ at __:____ until _____ at __:____.
17. Damage/Minor Repairs: Any damages need to be reported to us immediately. If the 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. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.

Renter Initials: _____

- 18. 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 thru will be completed, along with photos taken, at the time renter takes possession)
- 19. Towing Safety:** Please remember that trailers are much taller than the average vehicle 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. Be wary of going through a drive-through towing a trailer - they are almost always too low.
- 20. 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. 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.
- 21. Camper Abandonment/Owner Retrieval:** 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.
- 22. Lockout/Lost Keys:** There will be an extra key available to you on the trailer, this will be described to you in the initial walkthrough. If for some reason that key is lost as well and an owner has to come to your location, 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 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.
- 23. First Aid Kit:** There is a first aid kit provided. Please use what you need, should it become necessary – once an item is opened, you own it, please take it with you, as we cannot pass open items from renter to renter. Please use any bandaids, if necessary, without fee.
- 24. 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.
- 25. Personal Property:** Your personal property brought with you is your responsibility, and you release 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.
- 26. Personal Injury:** 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.

Renter Initials: _____

- 27. 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.
- 28. Modifications/Waivers:** 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.
- 29. Damages Above Security Deposit/Insurance Claims:** 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.
- 30. RV Return:** When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle. Once 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 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.
- 31. 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.
- 32. 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.
- 33. Security Deposit:** Your security deposit will be refunded (by RVshare) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 12-72 hours post rental period.
- 34. Speed Limit:** Towing requires special attention to speed. Trailer tires are not rated for high speed, the 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 **65 miles per hour**. When towing, you are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.
- 35. Boondocking/Dry Camping:** Camping without hookups (water, sewer, electric) restricts the capabilities of the trailer. You are 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. 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.
- 36. 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.
- 37.** This agreement is in addition to the rental platform (Outdoorsy, RVshare, etc) rental contract. Both contracts are in effect, together, during the rental period. Any part of the Outdoorsy/RVshare 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 Initials: _____

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

Owner Signature and Date

SELECTION OF EXTRA FEES

Initial items you would like to add to your reservation.

____ Cleaning fee: \$150

Please note article #14 in rental contract

____ Dumping fee: I will be using the shower, sink and/or bathroom and will not be dumping the tanks before return - \$100

____ Propane usage: \$10 – usage of the propane that was in the tank(s) upon pickup or delivery

____ Generator usage: \$50 flat fee to use our 2500 watt inverter generator (will not run A/C)

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 RVSHARE &/OR THE ACTUAL RV OWNER (KATIE OR DAVE DEANTHONY) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$100** charge will be assessed if black and gray tanks are not emptied prior to return. (via your reservation OR per your deposit)

SMOKING IS STRICTLY PROHIBITED: **\$500+** charge will be assessed if the smell of smoke is detected in the RV.

PETS: Any evidence of pets being in the trailer will automatically incur a **\$500** fee, plus the cost of any potential damages caused by pet.

PROPANE: If you use propane, you will be assessed a **\$10** fee upon return, no matter the amount used.

CLEANING: **\$150** 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).

Renter Initials: _____

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.

****ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 15%.**

Extra Fees Signature Page:

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Signature and Date

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 discuss this during your pickup orientation and training regarding the proper dumping of these tanks. There are also instructions in our renters handbook inside the trailer. By signing this waste tank addendum, you are agreeing 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 issue 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 amounts of food particles may result in a clog that will require extensive cleaning to clear.

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.

****ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 15%.**

Renter Signature and Date

Renter Printed Name

Owner Signature and Date