

## Supplemental Rental and Rules Agreement

VIN: 4X4TRLA24JD420028

Owners: Eric & Jacie Benson-316-587-5390 OR 316-587-5332

Renter(s): \_\_\_\_\_

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 you pick up the Camper, we will complete a pre-rental orientation of the Camper that will take about 30 min-1 hour, depending on any prior experience you have with a camper. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
2. No Refunds for Early Returns: If you return the camper early, we do not refund the days you will not use. This includes if you have been in a motor vehicle accident; 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.
3. Fee for Late Returns or Late Pickups: A fee of \$50 per hour will be charged if the Camper is returned later than the agreed upon time. If the camper 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 your security deposit. Renter forfeits their right to complete a return walkthrough with owner if the unit is returned at a time different than indicated at the bottom of this agreement. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.  
Example: 1-60 minutes late return \$50  
61-120 minutes late return will \$100
4. Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive any a \$50 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 \$50 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 \$50 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.*
5. Campground Reservations: We are not responsible for campground reservations. No refunds will be given for campsite reservation errors.
6. Awning: 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. Generators: If you choose to use **your own** generator, the following rules will apply. Do not use generator inside the camper – it MUST be kept outside. Do not leave the camper unattended while a generator is running. Do not 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 camper without causing a power issue. You, the renter, assume all responsibility for all damages caused to the trailer & its appliances and systems by the use of a generator.

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8. Tires: The tires on the Camper 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 in the back, in the rare event a flat tire/blowout occurs.
9. 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.
10. Pets: No pets allowed. If there is evidence of pet presence, and/or damages occur, 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, you will be charged a full Deep Cleaning Fee for this to be removed. (See Fees Addendum)
11. Propane: Propane must be refilled before you return or \$100 will be taken out of the deposit of your booking.
12. 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.
  - 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 \$200 dump fee. NO EXCEPTIONS.
13. Cleaning: 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.
  - 13a. A Deep Cleaning Fee of \$300 will be charged if RV is returned unclean AND requires more than a surface cleaning or any reconditioning.
14. 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. NO EXCEPTIONS.
15. 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.
16. 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, etc. These must be prepped/cooked outside the camper. If odors are detected, you will be charged the Cleaning Fee of \$100.
17. Damage/Minor Repairs: Any damages need 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

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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 camper, if you want reimbursement. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.

- 18. Renter Damages:** If the camper, 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.
- 19.** Please remember that the camper is 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. The dimensions of our travel trailer are listed on the listing. Never attempt going through a drive-through with the camper – they are 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 camper, 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 RV. Abandonment means leaving the camper with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the camper without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
- 22. Lockout/Lost Keys:** In the event a lockout occurs you agree to pay 2.75 cents per mile, round trip, for owner to drive and unlock trailer and a fee of \$350.00 PER missing key. If owner is in 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 the camper, you will be charged a \$350.00 fee PER key. If the Camper 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. 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.
- 24. Location:** Failure to accurately report your destination or giving an arbitrary destination in order to attend a prohibited event will result in complete loss of your security deposit and you will be requested to return the camper to owner immediately, and NO refund will be granted for unused rental dates.
- 25. Personal Property:** Your personal property brought with you is your responsibility, and you release the Camper 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 camper during your rental period and day of return.

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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.
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. **Camper Return:** When camper is returned, you agree that it will be free from damages, cleaned, and tanks emptied. 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 camper 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 the rental platform) after the camper has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
34. **Speed Limit:** Driving with a camper requires special attention to speed. Camper tires are not intended for high speed. While driving with our camper, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed is **65 miles per hour**. When driving with our camper, 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 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.
36. **Hold Harmless:** Renter agrees to hold harmless the owner of the rented camper, at all times for all situations. Renter assumes all risk when renting camper, 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 camper is used during the rental period.

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37. 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.

**I have read and agree to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate a vehicle with the camper.**

**RENTER NAME:** \_\_\_\_\_

**RENTER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Signature acknowledges that renter has read and agrees to the policies, terms and conditions listed.**

**DEALER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

### **Rental Period**

**Pick Up:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Return:** \_\_\_\_\_ **Time:** \_\_\_\_\_

**Location Camping:** \_\_\_\_\_