

Supplemental Rental and Rules Agreement

“2022 Jayco Jay Flight SLX 8 242BHS”

VIN: 1UJBJ0BN4N17R0659

Owner: Ben Truby, Truby RV Rentals, LLC

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 take possession of the RV, we will complete a pre-rental orientation of the RV that will take about 30-60 minutes, depending on any prior experience you have with a travel trailer and whether you are towing or taking delivery. 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 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 Arrivals and Returns:** A fee of \$75 per hour will be charged if the RV is returned later than the agreed upon time. If the renter is more than 90 minutes late for their arrival, the owner has the right to cancel the reservation or reschedule the arrival time at their discretion. 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 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 in line item # 18. 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. 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.*
- 6. Campground Reservations:** We are not responsible for campground reservations. 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 or cancelations, including those due to public health events such as the Covid-19 pandemic.
- 7. 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.
- 8. Generators:** If you choose to use **your own** generator, the following rules will apply. Your generator must be a minimum of 3500 peak watts to run the systems within the RV without causing a power issue. You, the renter, assume all responsibility for any and all damages caused to the trailer & its appliances and systems by the use of a generator. Generator is to be used

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outdoors only. Do not leave the trailer unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons.

- 9.** Tires: The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period but if a tire is low on pressure, you can refill it with air. There is also a spare tire included, 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.** Pets: You **MUST** request & get owner approval *before* allowing an animal in the RV. 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, 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)
- 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 and/or repair to remove.
- 13.** Cleaning: We do NOT charge an up-front cleaning fee. The trailer must be returned with a clean interior. "Clean" means, as you received it or better – as shown in the trailer condition acknowledgement. Cleaning supplies will be available in the trailer. If you return the trailer dirty, you will be charged a \$150 cleaning fee. Provided Linens and Towels do not need to be cleaned. 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, cigarettes, etc.) is detected you will be charged a minimum fee of \$1500. NO EXCEPTIONS.
- 15.** Generator: If you opted for a generator add 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. You are responsible for all generator fuel and the operation of the generator during your rental period. An additional \$250 refundable deposit is required for the use of the generator. Generator is to be used **outdoors only**. Do not leave the trailer unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons.
- 16.** NO ILLEGAL DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit.
- 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, etc. These must be prepped/cooked outside the RV. If odors are detected, you will be charged the Deep Cleaning Fee of \$300.

18. Rental Period: _____ at __:___ until _____ at __:___.

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- 19. Delivery:** If you opted for delivery of the travel trailer by the owner, you agree to be present at the delivery location at the time of delivery unless prior arrangements have been made in writing with the owner. You agree that you have permission from the landowner to have a rented RV delivered and set up in the delivery location. Owner reserves the right to refuse to deliver the trailer to an unsafe location or a spot that may subject the trailer to damage. Once the trailer has been delivered by the owner, you will not move or attempt to move the trailer. By moving the trailer, you will forfeit your entire security deposit and be charged for any damages caused. If delivery is refused by the landowner, you will forfeit your rental fee and the security deposit will be refunded.
- 20. 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 the owner. 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.
- 21. 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.
- 22. Towing Safety:** It is required that the sway/stabilizer bars, which are provided, be always used while towing the RV. Remove the sway/stabilizer bars prior to backing into a parking space or camping spot. 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 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 RV Rental listing. Never attempt going through a drive-through towing a trailer - they are always too low.
- 23. Appliances:** The A/C, radio, microwave, refrigerator, television, awning, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. Fixing any malfunction is not guaranteed. 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.
- 24. 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.
- 25. Lockout/Lost Keys:** 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 owner is enroute 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

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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.

- 26. Personal Property:** 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. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 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.
- 34. Security Deposit:** Your security deposit will be refunded (by way of original payment) 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.
- 35. 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.
- 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

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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. 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.

38. 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

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 THE RENTAL PLATFORM (RVShare, Outdoorsy, etc.) &/OR THE ACTUAL RV OWNER (Ben Truby, Truby RV Rentals, LLC) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

SMOKING IS STRICTLY PROHIBITED: **\$1500+** charge will be assessed if the smell of smoke is detected in the RV.

LATE RETURN: **\$75** per hour charge will be assessed if RV is returned later than agreed upon time.

PETS: Pets authorized by 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

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not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of **\$300**.

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

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).

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%.**

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Signature and Date

Renter Initials: _____