

Supplemental Rental and Rules Agreement

“2024 Forest River Wildwood X-Lite”

Owners: Salvador and Rebecca Esquivel

R&S RV Rental

Rental Period: _____ until _____

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period.

Definitions. “**Agreement**” means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. “**You**” or “**your**” means the person identified as the renter in this Agreement, any person signing this Agreement, 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 severally bound by this Agreement. “**We**”, “**our**” or “**us**” means the rental company named in this Agreement. “**Authorized Driver**” means the renter and each driver permit to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver’s license and be at least age 25. “**Vehicle**” means the non-motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle’s equipment, awnings, keys and Vehicle documents. **The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** “**Loss of Use**” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “**Diminished Value**” means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. “**Charges**” means the fees and charges that are incurred under this Agreement. “**Rental Period**” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. “**Vehicle License Fee,**” “**Vehicle Licensing,**” “**Vehicle License Prop Tax,**” “**Vehicle License Cost Recovery Fee,**” or “**Motor Vehicle Tax**” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

Charges and Costs: You permit us to reserve against your credit/debit card (“**Reserve**”) or take a cash deposit (“**Deposit**”) at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer’s rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 21 days to process and return.

Deposit: A **fully refundable** security deposit of \$750 is required for all RV rentals. In the event damage has occurred to the RV, the deposit will be used. If damages exceed the deposit and not covered by the insurance the Rentee will be responsible for all additional fees.

Training: When you pick up the RV, we will complete a pre-rental orientation of the RV.

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.

Fee for Late Arrivals and Returns: A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon.

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

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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.

Insurance: We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. **You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Vehicle. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.**

Awnings: We 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.

Optional Equipment: We offer certain Optional Equipment, including generators, kitchen and/or linen packages, outdoor games, outdoor tables with chairs, and portable fire place, upon request and subject to availability for your use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.**

Generators: If you choose to use **your own** generator, the following rules will apply. Do not use generator inside the trailer. 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. If you opted for a generator add on with your rental, 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. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period. An additional \$50/night is required for the use of the generator

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 rear of the RV, in the rare event a flat tire/blowout occurs.

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.

Dogs: 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 charge \$50/trip, per dog ; in addition, there is an additional refundable deposit required for dogs, equal to \$250.00, **per dog**. 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)

Propane: Propane is a set rate of \$10/night

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 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.

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- A. 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 and you choose to have the tanks dumped by us, there is \$125 dump fee.

Cleaning: The trailer must be returned with a clean interior and empty black and gray tanks. "Clean" means, you will return the RV in the same condition as received. A cleaning fee of \$125 goes to the prep of the RV and standard sanitization of the RV after each use.

1. A Deep Cleaning Fee of \$250 will be charged if RV is returned unclean AND requires more than the standard cleaning or any reconditioning.
2. If left with dirty dishes and trash the deep cleaning fee will apply.

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 \$2,000. NO EXCEPTIONS

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 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.

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.

Towing Safety: You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law. It is required that the sway/stabilizer bars, which are provided, be used at all times 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 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 platform listing. Never attempt going through a drive-through towing a trailer - they are always too low.

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 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.

Camper Abandonment/Owner Retrieval: This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorneys' fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose. If for any reason you abandon the RV, you will be charged a \$3,000 fee for- 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

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trailer without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.

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.

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.

Damages Above Security Deposit/Insurance Claims: You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of God or terrain conditions. 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. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

RV Return: You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. 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.

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.

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. If the Vehicle is returned after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval.

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.

Responsibility for Traffic Violations, and Other Charges: You are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm ("**Processor**") of our choosing an

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administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

Personal Information: You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle.

Prohibited Uses: The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement: **(a) Towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driver’s license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer’s suggested tow rating for the Vehicle; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xi) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle; (c) Failing to properly secure the vehicle to the towing vehicle; (d) Failing to summon the police to an accident involving the Vehicle; (e) Damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Vehicle without our written consent; g) Sitting, standing or lying on the roof or exterior of the Vehicle; (h) Transporting passengers in or on the vehicle while the Vehicle is being towed; (i) Placing signs or lettering on the outside of the Vehicle; (j) Placing loudspeakers or other sound equipment on the exterior of the Vehicle; (k) Failing to use the Vehicle in compliance with all instructions and warnings provided by us; (l) Using fuel with an octane rating higher than 87 if the Vehicle is equipped with an outside fuel station; and (m) Smoking in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

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. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

Renter Signature and Date

Renter Printed Name

Renter Initials: _____

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 OUTDOORSY &/OR THE ACTUAL RV OWNER (Salvador and Rebecca Esquivel) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: \$125 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: \$2000+ charge will be assessed if the smell of smoke is detected

LATE RETURN: \$50 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 with a daily charge of \$50/trip, as well as an additional \$250 refundable deposit required, per dog. 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
\$250

PROPANE: \$10/night

DEEP CLEANING: \$250 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.

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

Renter Initials: _____