## Supplemental Rules & explanations to the online RV rental contract to be agreed upon and signed by all parties

## 2016 Newmar Canyon Star 3921 Toy Hauler

This "rules" list may seem like a lot, but I want to make sure you are fully informed and have no unrealistic expectations concerning your RV rental. I want to be completely up front and prevent any misunderstandings later. Please make sure you understand the rules and ask me if you have any questions about them.

- 1. <u>No Early Return Refunds</u>: If you return early, we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault, you may be able to recover your rental costs from the at-fault driver's liability insurance.
- Fee for late returns: Camper to be returned by 2 p.m. on the last day of the reservation. Customers who are not able to return by 2 p.m. due to traffic conditions etc., MUST inform the owner. Any late returns between 2 p.m. and 9 p.m. will incur a \$99.00 late fee. Returns after 9:00 p.m. are prohibited.
- 3. <u>Campground reservations.</u> 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. Please use a 50 amp hook-up for this RV to work at full capacity. Otherwise, you may blow several fuses or cause damage if trying to operate everything at a lower (20 or 30) amp hook-up.
- 4. **NO SMOKING:** Smoking (including cigars, pipes, drugs, etc.) in the unit forfeits your entire security deposit.
- 5. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

- 6. <u>Travel Restrictions</u>: No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV park. Be observant of low hanging branches and try to avoid them or it will scratch the RV.
- 7. <u>Toll Roads, Red Light Cameras, parking tickets, etc.</u>: Parking tickets, mailed violations, and toll invoices are your responsibility, and all violations will be transferred to you. I do provide a VA E-ZPass Flex (attached to the windshield) for convenience, if needed. It can be used in several different states (just look for the E-ZPass signs to be sure). I have the E-ZPass Flex which means that if you have the correct number of people (usually 2 or 3) in the RV in the HOV/Express lanes, you will receive a discount on those roads. Any usage of my E-ZPass Flex will be deducted from your security deposit at the end of your trip.

If you do not want to use my E-ZPass, you are free to pay at the plazas or bring your own toll tags or E-ZPass, just make sure no invoices or toll by plate mail comes to me! You will need to remove the E-ZPass from the RV windshield, or it will charge you the toll fee. Most toll agencies are good to work with and willing to help you out. If there's a mistake, call them.

- 8. <u>Electric retractable AWNING:</u> We discourage the usage of the exterior awning. This is for your protection because they are at a minimum of \$3,000 to replace. They can be damaged very easily due to weather or accidental misuse. Awnings ARE NOT COVERED by insurance. Damage to awnings, including damage while driving (tree, toll road, etc.) are 100% your responsibility and will exceed your security/damage deposit amount. I have observed heavy wind rip off or damage awnings in the past.
  - <u>Generators:</u> You can use my generator free with 4 hours a day of usage (no additional fees apply unless you go over the 4-hour limit, then it's an additional \$2.00 per each hour). If you have the RV for 3 nights, then you get a total of 12 hours of generator usage for free. Many people mainly use the generator while driving then plug in at the campsite. The generator runs off the main RV unleaded gas tank. The generator will shut off (as a safety precaution) once you reach ¼ tank of gas.

- <u>Generator Usage</u>: Generators are not intended nor designed to be constantly run as a primary source of power while camping. They are for running the electrical elements of the trailer and for recharging the battery when it drops below 10.5 Volts.
- <u>Generator Damage:</u> Any damage repair/replacement to the generator while being rented will be the responsibility of the renter at the time.
- 9. <u>PETS:</u> You MUST have approval from us before allowing a pet in the trailer. If we reached an agreement on having a pet, an extra cleaning fee applies. Many renters are allergic to pets so we much charge extra because it takes a lot of work to clean the RV after a pet has been in it to remove all the pet hair, dander, and sanitize surfaces. Our current pet fee is \$50 per each pet for the entire rental period with a maximum of two pets. If you have more than two pets that you would like to bring, please contact me. Should damage occur because of your pets, costs will be deducted from your security deposit. You are responsible including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture, or an excessive cleaning fee. Pets should always be crated if you leave the RV for any amount of time.
- 10.**SECURITY DEPOSIT:** Your \$2000 security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.
- 11. <u>Training</u>: When you pick up the unit, we will complete a pre-rental orientation of the unit that will take about an hour depending on prior experience you have with an RV. Picking up an RV is not like picking up a rental car so plan at least 60 minutes for this when you make your plans.
- 12. <u>Cleaning</u>: The RV must be returned with EMPTY black and gray tanks. It cannot be "trashed" or so dirty that it is filled with trash or dirty beyond what is reasonable for a vacation or normal reasonable living conditions. If the unit is trashed, the cleaning fee is \$50 extra each hour. There are cleaning supplies and a central vacuum system for your convenience.

- 13. Propane and Unleaded Gas: The propane and unleaded RV gas tank is to be returned filled or at the level of what it was when you departed, or you will be charged the current rate per each gallon and that amount will be taken from your security deposit. You will be charged an additional fee of \$40 on top of the fill-up for me to drive the RV to a filling station. There are no propane filling stations in my area unless I drive 30 minutes north. But most campgrounds will provide propane service if needed.
- 14. Damage/Minor repairs: If the RV and/or the contents in the rv at the time of the orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if the damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a POLICE REPORT, obtaining the other party's insurance company, and contacting Saundra Lafley immediately at 540-846-3855.
  - a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. 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 that you replaced and the receipt. If you purchase an item necessary due to an equipment failure (sewer or water hose, ice chest, etc.), the item that you purchased, and the receipt must be surrendered upon return if you want reimbursement.
- 15. Items removed, left at the site, or damaged: There will be individual fees for any items permanently removed from the RV. These items are stowed in the RV as a convenience to the renter for an "everything included" trip. There's a complete inventory, inside a folder, with pictures, and cost to replace most items.
- 16.<u>Appliances:</u> The A/C, awning, radio, microwave, televisions, jacks, etc., are standard convenience items. If any malfunctions should occur with any of these items, NO compensation will be made to you. For assistance, you are advised to call the emergency contact, Saundra Lafley at 540-846-3855.

- 17. <u>Black/Gray waste holding tanks</u>: The black/gray tanks must be emptied and flushed prior to return. Please do not put anything other than human waste or RV toilet paper (supplied) in the toilet or it will cause issues with the plumbing. If you don't want to flush the tanks, you can pay the dump fee of \$70, and we will take care of it. The dump station is 30 minutes north of my location and I have to pay to have the tanks emptied.
- 18. **<u>Rental Period</u>**: The rental period is every night that you have the unit. (For example, if you are picking up the unit on a Friday at 11 am, and return the unit Monday at 2 pm, you are charged for 3 nights (Fri, Sat, Sun).
- 19. Personal Property: You release Saundra Lafley, from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in or on the camper trailer, during your rental period and day of return. If you realize that you've forgotten something, please contact me and we can plan for you to get your items back.
- 20. <u>Personal Injury:</u> You release Saundra Lafley, from all claims for injury, including without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, pets, or relatives, during your rental period and day of return.
- 21. **EXTRA Fees:** If you did not elect extra fees at the time of booking, such as the flushing fee, pet fee, etc., they will be deducted from your deposit. Overages for mileage and generator use will be submitted and paid for at the end of your trip to ensure accuracy of mileage and generator hours.
- 22. <u>Waiver</u>: Our failure to enforce any of our rights under this agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party unless such waiver is in writing and signed by the party to be charged.
- 23. <u>Severability</u>: If any provision of the Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

- 24. <u>Attorneys' Fees:</u> In the event a dispute arises regarding this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
- 25. Modifications: No term of this agreement can be waived or modified except by a writing that we have signed.
- 26. Entire Agreement: This agreement coincides with the online website rental contract (Outdoorsy or RVshare) on all subject matter and provides supplemental rules and explanations between the parties regarding the rental of this RV. This agreement can only be amended by a writing and signed by all parties.
- 27.<u>GPS, Hour meters and Odometer:</u> This RV is GPS tracked. Any tampering with the GPS system, or generator hour meters will result in a \$500 fine. If you hear any sort of beeping, it may be from the GPS device.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

Printed name of Renter Signature of renter & Date	
Full address of renter	
Renter's phone number & email address	

Owner's printed name, signature & date

## SELECTION OF EXTRA FEES (Optional) Initial any items below that you would like owner to take care of

**\_\_\_\_\_Cleaning Fee:** If unit is trashed... additional cleaning billed at \$50 per an hour. The RV should be returned in a similar condition as it was when picked-up. (Please note item #12 in this rental agreement/contract)

**Dump Fee:** I do not want to perform the final dump/flush of the gray/black tanks - \$70.00

<u>Propane or Gas tank</u>: I do not want or cannot fill up the propane tank on the RV. Owner to fill tank up at current rate of propane per a gallon plus an additional \$40 fee for owner to drive to a propane filling station (Owner will provide a receipt for all propane or gas).

## Fees Addendum

- By signing this addendum and accepting keys, you understand there are extra fees that can occur if the contracts in not adhered to. These fees, if assessed, will be deducted from your security deposit.
- Key Replacement \$50 charge will be assessed if all keys are not returned.

Printed name of Renter

Signature of renter & Date

Owner's printed name, signature & date