Supplemental Rental and Rules Agreement

2013 WINNEBAGO SIGHTSEER VIN 1F66F5DY1C0A04782

California Plate: 8VLX467

Owners: Sarah Lim (561-289-7311) / Matthew Rothstein (301-873-7455)

Call 877-978-7222 for 24/7 Unlimited Roadside Assistance

Call 877-723-7232 for 24/7 Technical Support or Customer Support

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 RV, we will complete a pre-rental orientation of the RV that will take about 1-2 hours, depending on any prior experience you have with RVs. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. No Refunds for Early Returns: If you return the rental early we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the rental; 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: A fee of \$50 per <u>hour</u> will be charged if the RV is returned later than the agreed upon time. 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.

Example: 1-60 minutes late return \$50 61-120 minutes late return will \$100

4. Travel Restrictions: No travel is allowed on any non-paved roadways like logging roads, forest service or BLM roads, desert roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Driving on roads with very steep grades or roads with severe curves is prohibited. Renters should check roads ahead of time for clearance (our RV is 12'6), grade, and curving of the roads. Truck driving apps are helpful for planning these routes.

Driving on unapproved roads will result in the forfeiture of your entire deposit and additional charges if damage occurs or towing is required.

Please note that insurance will NOT cover damage from driving on unpaved roads even if the damage was not caused by driving on an unpaved road but merely occurred while driving on an unpaved road. Similarly, please note that roadside assistance is sometimes not available for RVs on unpaved roads.

- a. Specific Travel Restrictions: This list is not exhaustive, and may be subject to change without notice, but in general we do not allow our RV to travel through or stop for overnight camping in the following locations:
 - i. Black Rock Desert, Nevada, (the Playa) and similar dry lake beds or areas that produce fine dust;
 - ii. Downtown San Francisco, California, specifically, Filbert Street, Lombard Street, or Coit Tower;

- iii. "Going to the Sun Road", Glacier National Park;
- iv. Tuweep, Grand Canyon;
- v. New York City, New York;
- vi. Death Valley California during the summer or other similar extremely hot locations;
- vii. Dalton Highway, Alaska; or
- viii. similar locations or roads that are deemed to be inappropriate for RV use or travel by the owners whether communicated or not.
- b. Penalties, up to the full cost of the RV, will apply if the RV is taken to any of these prohibited locations listed in paragraph 4 to cover damages, owner's time, labor, towing, and any other costs associated.
- 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 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.
- 7. Awnings: We DO allow the usage of the exterior awnings, 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 the generator, the following rules will apply: Do not leave the rental unattended while a generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons. You, the renter, will assume all responsibility for any and all damages caused to the rental by the use of a generator. As a reminder, our rental comes with <u>4 hours</u> of generator use per day; there is an extra charge for any overage.
- **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.
- **10.**Rooftop Usage: We <u>do not</u> allow the use of the rental'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: 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 or leather area due to the soft material and the risk of stains, smells or other damage. Young puppies must stay in crates. We do not charge an extra fee for a dog; however, 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 and pet 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.** Propane: Propane must be refilled before you return unless you have chosen to add this service (for the \$50 fee) to your booking.
- 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 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.

13a. Waste holding tanks (Gray and Black) must be flushed and 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 \$150 dump fee. NO EXCEPTIONS.

14. Cleaning: The rental must be returned with a clean interior, exterior, and empty waste tanks. "Clean" means, as you received it or better. If you return the rental dirty, you will be charged \$150 or more.

14a. A Deep Cleaning Fee of \$300 or more will be charged if RV is returned unclean AND requires extensive amounts of cleaning or reconditioning. This does not include damage from fine dust, which may incur a higher charge.

- **15.**Smoking: There is **NO SMOKING** allowed in the motorhome. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. NO EXCEPTIONS.
- **16.**NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any rentals 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.
- 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. There is an outside kitchen and stove for your use, if needed in the preparation and cooking of more odorous food items.
- 18.Rental Period: ______at ____at _____at _____at _____at _____at _____at
- **19.** 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. If you purchase an item necessary due to an equipment failure (sewer or water hose, refrigerator, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement.
- **20.**Renter Damages: If the rental, 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)

- **21.** Delivery: Deliveries to campsites is an add-on service. Please forward RV slot reservation confirmation as soon as possible after booking, but not later than seven days before delivery. Renter is responsible for ensuring the spot will accommodate the rig. Renter must be present at the time of delivery. No first come first serve RV slots will be accommodated.
- **22.** Appliances: The A/C, radio, microwave, television, jacks, propane grill, griddle, firepit, 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.
- 23.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 rental. Abandonment means leaving the rental with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the rental without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, towing fees, towing storage charges, or vandalism.
- 24.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 rental and a fee of \$25 PER missing key. If owner is en route and key is found and rental 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 rental 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.
- **25.**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 convenience cleaning fee, etc., you can elect to have them deducted from your deposit. These elections should be noted on this form at the end.
- **26.**GPS Tracking: The rental has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason. 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 RV to owner immediately, and NO refund will be granted for unused rental dates.
- 27. 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.
- **28.**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.
- **29.**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.
- **30.**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.

- **31.**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.
- **32.** RV Return: When RV is returned, you agree that it will be free from damages, cleaned, freshwater tank full, and waste tanks emptied BEFORE you bring it back to us. 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 or additional deposits, if applicable.
- **33.** 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.
- **34.**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.
- **35.** Security Deposit: Your security deposit will be refunded (by Outdoorsy) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere, generally, from 12-72 hours post rental period.
- **36.** Speed Limit: Driving a motorhome requires special attention to speed. Motorhome tires are not rated for high speed, the way truck and vehicle tires are. While driving our rig, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed while towing the rental is **65 miles per hour**. You are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing. Please take appropriate care in sharp turn or downhill grades.
- **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 Outdoorsy rental contract. Both contracts are in effect, together, during the rental period. Any part of the Outdoorsy 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

SELECTION OF CONVENIENCE ADD ONS

Convenience services are listed below, at a discount, and are designed to make your rental experience as easy as possible. Adding these early in the reservation helps us plan our time accordingly when you return the RV, therefore, the add ons are <u>significantly cheaper</u> than the penalty *fees* in the fees addendum.

_____ Convenience Cleaning/ Refill/ Dump Service: Please take care of everything (includes interior, exterior, propane refill, gas refill and dumping fees)! - \$650 (*Note: Purchasing this service as a bundle reflects a significant discount! Gas refill alone costs \$400 for a full tank and an exterior wash alone costs \$300.*)

- Please note article #13 and 14 in the rental contract.
- This does not cover situations where a deeper clean is necessary i.e. extensive cleaning, odor removal, or remediation. In this case, the "deep cleaning fee" (\$300 minumum) may apply in addition to the \$650 convenience fee.
- _____ Convenience Dump Service: Please dump the waste tanks for me. \$150
- _____ Convenience Freshwater Refill Service: Please refill the freshwater tank. \$50
- _____ Convenience Interior Clean Service: Please clean the interior. \$125
- _____ Convenience Exterior Clean Service: Please clean the exterior. \$250
- _____ Convenience Propane Refill Service: Please refill the propane tanks \$50
- Convenience Gas Refill: I do not want to refill the gas tank. \$5.95 per gallon. (Please be kind and do not bring the rental back on fumes. If you plan to bring it back empty, we need enough gas to get to the nearest gas station, usually a 10-20 mile radius. Tow fees may apply.)

PENALTY 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 (Sarah Lim or Matthew Rothstein) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

GAS REFILL: **\$7.95 per gallon** will be assessed if the gas tank is not refilled to its original level. Towing fees may apply if the RV is returned completely empty and we can not drive to a gas station within 10-20 miles.

WASTE TANKS NOT EMPTIED: **\$200** charge will be assessed if black and gray tanks are not emptied prior to return.

FRESHWATER TANK RETURNED FULL: **\$75** charge will be assessed if the freshwater tank is not full or if there has been freshwater contamination.

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

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 rental free of daily charge, but with an additional \$250 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 at least **\$300**.

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

PROPANE: **\$75** charge will be assessed if propane tank(s) is not refilled to its original level upon return.

INTERIOR CLEANING: **\$150** minimum charge will be assessed if the interior of the RV is returned unclean or in a condition less than received. This does not include damage from fine dust which may incur a much larger cost.

DEEP CLEANING: **\$300** charge minimum will be assessed if RV is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean, remediation, or recondition. This does not include damage from fine dust which may incur a much higher cost.

EXTERIOR CLEANING: **\$350** minimum charge will be assessed if RV is returned dusty, aside from light pollen or road dust, muddy, or otherwise requires more than just a rinse off. This does not include damage from fine dust which may incur a much higher cost.

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.

BREAKING TRAVEL RESTRICTIONS: Violating travel restrictions outlined in paragraph 4, will incur penalties and fees **up to the full amount of the RV plus labor and owner's time.**

**ALL FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED AN ADDITIONAL PROCESSING FEE OF 15%.

Renter Signature and Date

Renter Printed Name

9

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 go into considerable detail during your pickup orientation and training regarding the proper dumping of these tanks to accommodate the walk though that is done at pick up. There are also step by step instructions in our renters handbook inside the rental and we will also give you a copy of these instructions during orientation. 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 RV.)

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, with the exception of freshwater, on the control panel do not read EMPTY, you will be charged a \$200 dump fee, NO EXCEPTIONS.

Please ensure tanks, except freshwater, have been emptied and flushed, if necessary, and tank levels on the control panel read EMPTY prior to returning. Once the RV has been returned 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