

## Supplemental Rental and Rules Agreement

### "Ruby" 2019 Winnebago Outlook

SETX RV Rentals-Bernie 409-444-3777



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 hour depending on any prior experience you have with a travel trailer. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
2. **No Refunds for Early Returns:** If you return the RV 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 Returns:** A fee of \$30 per hour will be charged if the RV is returned later than the agreed upon time. If the RV is returned after dark or while the owner is not home/unavailable, it will be checked in the next day, during daylight hours, and any applicable charges will apply. Any identified 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 # 19. 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 \$30  
                      61-120 minutes late return will \$60

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. We do not allow towing with our RV. No driving outside the United States. NO dry camping/boondocking/off road camping.
5. **Mileage:** 200 miles/day are included in your rental. Additional miles will be charged at a rate of \$0.50/mile.
6. **Toll Roads, Red Light Cameras, Parking Tickets:** Toll invoices are a major burden, and if we receive any, a \$100 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 \$100 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 \$100 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.*

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7. 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 campgrounds 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.
8. 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.
9. Generators: 5 generator hours/day are included. Additional generator hours will be charged at a rate of \$5/hour. 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 the course of your rental period. You are responsible for the operation of the generator during your rental period. The generator will NOT run the air conditioning in the trailer for prolonged periods (>4hr). Do not leave the trailer unattended while a generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons.
10. 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 seems low, check the tire pressure monitor and fill up to 65 PSI. There is also a spare tire included on the back, in the rare event a flat tire/blowout occurs. For your safety, you MUST call roadside assistance for a flat tire.
11. Rooftop Usage: We **do not** allow the use of the RV's rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in the cost of repair plus a \$500 service charge. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.
12. Dogs: You MUST request & get owner approval *before* allowing a dog in the RV. Evidence of an unauthorized pet will result in a \$300 fee. 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 charge a \$150 non-refundable pet fee. If any pet damages occur, including evidence of pet urine or feces, you will be responsible for the cost of the damage plus a \$300 service charge. Dogs may NOT be left in the RV alone, unless in a locked kennel. 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)
13. Waste Holding Tanks: Other than the provided RV safe toilet paper; 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. DO NOT dump grease or food down the kitchen sink or toilet. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to remove.

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 \$100 dump fee. NO EXCEPTIONS.

Renter Initials: \_\_\_\_\_

14. Cleaning: The RV must be returned with a clean interior and empty tanks. This includes cleaning the inside, storage areas, dishes, etc; trash removed and performing a general cleaning prior to return to avoid additional fees.

A Deep Cleaning Fee of \$300 will be charged if RV is returned dirty AND requires extensive amounts of cleaning or reconditioning.

15. Fuel: The RV uses UNLEADED fuel. Do not fill the vehicle with any other type of fuel. The tank must be returned FULL or you will be charged the cost of the fuel + \$50 service charge. The closest gas station that can easily accommodate the RV is located on Spurlock Rd at Hwy 69.

16. Smoking: There is **NO SMOKING** allowed in the trailer. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged the cost of abatement plus a \$500 service charge. NO EXCEPTIONS.

17. 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 will result in law enforcement being called for a report and to collect the evidence.

18. 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 grill and griddle for your use, if needed in the preparation and cooking of smelly food items.

19. Rental Period: \_\_\_\_\_ at \_\_:\_\_\_\_ until  
\_\_\_\_\_ at \_\_:\_\_\_\_

20. 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.

21. Renter Damages: If the RV, 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, contents, 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)

22. Appliances: The A/C, refrigerator, 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.

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 trailer. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to the 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.

Renter Initials: \_\_\_\_\_

24. Lockout/Lost Keys: In the event a lockout occurs you agree to pay a \$50 lock out fee. If a key is missing upon return of the RV, you will be charged a \$50 fee PER key. If trailer 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. First Aid Kit: There is a first aid kit provided. Please use what you need, should it become necessary – use these if necessary, **without** fee.
26. 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.
27. GPS Tracking: The travel trailer 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 the owner immediately, and NO refund will be granted for unused rental dates. NO driving over 65 mph.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. RV Return: When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied. Once RV has been returned, 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 the owner for reporting to the 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.
34. Personal Vehicle: If you choose to leave your personal vehicle parked at our property, you understand that we are not responsible for your personal vehicle safety.
35. 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

Renter Initials: \_\_\_\_\_

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.

- 36. 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.
- 37. Security Deposit: Your security deposit will be refunded after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 12-72 hours post rental period.
- 38. Speed Limit: Trailer tires are not rated for high speed, the way truck and vehicle tires are. While driving our trailer, 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**. Driving above the 65 mph MAXIMUM will result in loss of your security deposit. You are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.
- 39. 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 an RV, and the 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.

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Renter Signature and Date

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Renter Printed Name

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Renter Address and Phone Number

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Owner Signature and Date

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Owner Signature and Date

Renter Initials: \_\_\_\_\_

## 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 (BERNIE BHESANIA) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$100** 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: **\$1500+** charge will be assessed if the smell of smoke is detected in the RV.

LATE RETURN: **\$30** per hour charge will be assessed if RV is returned later than agreed upon time.

PETS: Pets authorized by the owner at time of pickup are welcome in the trailer with an additional \$150 pet fee. 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.

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.

DEEP CLEANING: **\$300** charge will be assessed if RV is returned unclean AND requires extensive amounts of effort to clean or recondition.

LOCKOUT: **\$50** charge will be assessed if lockout occurs.

MISSING KEY(S): **\$50** charge will be assessed per each missing key(s).

Renter Initials: \_\_\_\_\_

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%.**

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Renter Signature and Date

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Renter Printed Name

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Owner Signature and Date

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Owner Signature and Date

Renter Initials: \_\_\_\_\_

## **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 through that is done at pick up. There are also step by step instructions in our renters handbook inside the trailer 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 issues while you are renting the travel trailer.)

### **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 amount 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 on the control panel do not read EMPTY, you will be charged a \$100 dump fee, NO EXCEPTIONS.

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

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Renter Signature and Date

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Renter Printed Name

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Owner Signature and Date

Renter Initials: \_\_\_\_\_