

Supplemental Rental Agreement (SRA)

This document is in addition to the agreement provided by the web platform.

Owner(s): Ashleigh Saturday and Cody Sprouse

Vehicle: 2022 Forest River Cherokee
Arctic Wolf Suite 3990

Last 4 VIN: 4258

Renter/Driver Name: _____

Departure Date: _____

Departure Time: _____

Return Date: _____

Return Time: _____

Pick Up or Delivery: _____

Definitions

- “Contract” means all terms and conditions found in this form, and addenda and any additional materials we provide at the time of Rental.
- “You” or “your” means the person identified as the renter on this form, any person signing the Contract, 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 separately bound by this Contract.
- “We,” “our,” “us,” “I,” or “my” means the private owner(s) renting the vehicle to you.
- “Web Platform” or “Platform” means the search engine used by the driver/renter and private owner(s) as an intermediary.
- “Authorized Driver” means you and any additional driver/renter approved and listed by us or the web platform on this Contract.
- “Vehicle” means the recreational vehicle identified in this Contract.
- “Loss of Use” means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the nightly rental rate. The following are agreed to by the parties:

Important Disclosures

- 1) By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner(s) of the vehicle in any suit brought against them.
- 2) By signing this contract, you understand and agree that there may be optional products that you may or may not opt to add on to your rental. You also understand and agree that there are conditional fees that may or may not be charged to you after the rental has been completed based on usage and damages.
- 3) You are covered by third party insurance as elected and stated at the time of rental by the platform in which you rented the vehicle. It is your responsibility to ensure you accurately report your age and driver’s license or any information needed as deemed necessary for insurance purposes. Not all accidents and instances are covered in the third party’s insurance.

- 4) You are financially responsible for all damage (both exterior and interior) to, or loss or theft of, the vehicle, which includes the cost of repair or the actual cash value of the vehicle if it is not repairable or if we elect not to repair it, loss of use, diminished value of vehicle caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit may cover some or all of the damages. You will usually pay only the insurance deductible.
- 5) A cleaning fee is not the same as a prep and sanitation fee which is not the same as a wastewater dumping fee. These fees may or may not be applicable to the contract.
- 6) We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
- 7) No term of this Contract can be waived or modified except by a writing that we have signed. This Contract is in addition to the contract from the web platform. Both constitute the entire Contract between you and us. All prior representations and Contracts between you and us regarding this Rental are merged into this Contract. The laws of the State of Virginia apply to this contract.
- 8) Certain items are considered non-essential convenience items. If they fail to work during a trip, no adjustments will be made to your charges. An attempt of troubleshooting by the Owner(s) during the trip will be done for these items if there are issues, however, we do not guarantee any outcome or solution. These include, but are not limited to TVs, antennas, CD and DVD players, radios, toasters, hair dryers, fans, coffee makers, vacuum cleaners, artificial fireplaces, swiveling seats and left/right/rear cameras.
- 9) **The refundable security deposit for this rental is \$1,000.** We may use your security deposit to pay any amounts owed to us under this Contract, which shall include replacement of fuel, wastewater dumping, time and mileage, loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault, all costs associated with locating and recovering the vehicle, if you fail to return the vehicle as required by the terms of the Rental Contract. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.
- 10) The owner(s) are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown or any other delay problems. The owner(s) shall be responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible. No adjustments will be made to your charges

Terms and Conditions

- 11) You agree that you have truthfully disclosed the identity and proper age of all drivers/renters and ensure insurance coverage is in place on the vehicle throughout the rental period either by purchasing insurance via the web platform or your personal insurance. You also agree that all insurance information (if applicable) provided is true and valid.
- 12) You agree that you are responsible for reporting all accidents, incidents of vandalism or theft to the police and the owner(s) upon discovery within 24 hours of the occurrence.
- 13) Unless written authorization is obtained from the owner(s), no repairs, replacement of parts or service shall be completed during the rental period.
- 14) No refund will be given (a) if you prepay for a service but do not use it (b) for late pickup of the vehicle by the driver and delivery by the owner(s) (c) for early return of the vehicle by the driver.
- 15) **Smoking/vaping is not permitted in the vehicle at any time.** If there is evidence of smoking, vaping or other strong odors, you will be subject to an additional cleaning fee of \$199 plus potential forfeiture of your entire security deposit at the owner's discretion.

- 16) Pets are not permitted in the vehicle unless it is disclosed. **If there is evidence of a pet without previous agreement or approval, you will be subject to an additional cleaning charge of \$199 plus potential forfeiture of your entire security deposit at the owner's discretion.**
- a) When welcoming pets into the vehicle, the renter/driver is financially liable for any and all damage done by the pet. This includes, but not limited to: any person, visitor, venter, personal property, the vehicle's interior and exterior, and any other damage by the pet.
 - b) Pets should be limited to covered surfaces with a suitable material that will protect it. These surfaces include, but are not limited to uncovered mattress, cushions, couches or seats. **All hair, stains, and other evidence of pets should be clean and all surfaces should be free of hair. If excess post-trip cleaning is necessary due to the pet, an additional \$199 cleaning fee will be charged plus potential forfeiture of part or all of the security deposit.**
 - c) Pets are not permitted in the vehicle if it is in motion or being towed as it is not safe and dangerous to the well being of your pet.
- 17) Rentals for Delivery by Owner(s)
- a) You agree the owner(s) is to deliver the vehicle at the specified location at the pre-arranged time. Unless otherwise agreed upon, you should arrive at the allocated time. **A late fee of \$65 per beginning hour will be charged if you are not at the specified location to accept the vehicle no later than 30 minutes after the pre-arranged time.** This fee may be waived at the Owner(s)' sole discretion if there are extenuating circumstances.
 - b) The owner(s) will be at the specified location by the agreed upon time, unless arrangements have been made for a late pickup. The vehicle should not be moved once the owner(s) have placed the vehicle in its place. If the vehicle is moved, you will be subject to additional fees as determined by the conditions set forth herein.
- 18) Rentals for Towing by Renter/Driver
- a) You agree to pick up the vehicle at the specified location at the pre-arranged time. Unless otherwise agreed upon, you should arrive at the allocated time. **A late fee of \$65 per beginning hour will be charged if you are not at the specified location to accept the vehicle no later than 30 minutes after the pre-arranged time.** This fee may be waived at the Owner(s)' sole discretion if there are extenuating circumstances.
 - b) You agree to return the vehicle at the specified location at the pre-arranged time **Unless arrangements have been made for a late return, a \$65 per hour late fee will be charged for each beginning hour that the vehicle is returned later than the pre-arranged time.** There is a 30 min grace period. This fee may be waived at the Owner(s)' sole discretion if there are extenuating circumstances.
 - c) You are responsible for checking and maintaining all fluid levels during the rental period. You are required to check the tire pressure daily and maintain a minimum pressure of 80 PSI. Pressure less than 80 PSI can cause tire damage and misalignment.
 - d) You agree not to take the vehicle outside of the continental United States.
 - e) You agree that all driver information has been reported accurately and no unauthorized drivers shall operate the vehicle. All reported drivers must have a valid driver's license and be at least 25 years of age on the date of departure.
 - f) You agree that Vehicles shall not be driven off road or any unpaved surface.
 - g) You agree you will be responsible for any parking tickets, toll road fees or driving violations. No responsibility is assumed to the owner of the rental.

- 19) **If the vehicle is not at the specified location and time for pickup, we will assume abandonment of the vehicle and proceed with necessary actions to report theft to the authorities. In the event the vehicle is moved or deemed abandoned, a \$499 plus \$0.39/mile fee will be charged to you for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses incurred.** If the Vehicle is returned after the specified time, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it. Any fee listed herein may be waived at the Owner(s) sole discretion.
- 20) You agree to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV. **An additional cleaning fee of \$199 will be charged if it is not returned in a similarly clean condition.** You agree to pay us on demand for all charges due to us under this contract, including but not limited to: (a) time for the period during which you take the Vehicle; (b) charges for any optional services; (c) applicable taxes if any; (d) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority; (e) \$499, plus \$0.39/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (f) all costs, including pre- and post-judgement attorney fees, legal fees and court costs we incur collecting payment from you or otherwise enforcing our rights under this Contract; (g) a "loss of use" fee if you return the vehicle with damage that renders it unusable or unrentable for each day that it is unusable or unrentable
- 21) This is a contract for 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 of this contract or if there is imminent danger for the vehicle. You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of, this rental and your use of the Vehicle.
- 22) You release us from all claims for, loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 23) You release us from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the vehicle, our negligence, or was otherwise our responsibility.
- 24) You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent. If any provision of this Contract is deemed void or unenforceable, the remaining provisions are valid and enforceable.
- 25) A waiver by us of any breach of this Contract is not a waiver of an additional breach or waiver of the performance of your obligations under this Contract. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Contract does not constitute a waiver of any other provision of this Contract. 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.

By signing below, you acknowledge that you have been given an opportunity to read this Supplemental Rental Agreement in its entirety before being asked to sign.

Renter/Driver

Renter/Driver