

Heartland Mallard m185

Supplemental Rules & Rental Agreement

Please read through our Rules and Rental Agreement and sign that you are in agreement. This list ensures that we are protected in the event of any damage incurred to the interior or exterior of the Heartland Mallard.

1. **No Early Return Refunds:** 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.
2. **Fee for Late Returns:** A \$50 per hour fee will be taken from the Security Deposit if you return the trailer after the drop off time frame agreed upon. All operators must be at least 25 years old and must be listed on the contract when you pick up the unit. No Exceptions.
3. **Campground Reservations.** 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.
4. **NO SMOKING:** Smoking (including cigars, pipes, marijuana, etc) inside the camper will forfeit the 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. **Indoor Cooking:** We do not allow any indoor cooking other than boiling water for pasta, eggs, etc.
7. **Travel Restrictions:** No travel is allowed on non-paved roadways such as logging roads, forest service roads, beaches, etc. The only exception to this is a non-paved roadway within a licensed Campground/RV Park.
8. **Toll Roads, Red Light Cameras, parking tickets, etc** are the responsibility of the renter. The responsibility for any violations will be transferred to you. If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags.

9. Awnings: You are welcome to use the awning with proper instructions, which will be given either at pick up or through watching our YouTube video on the proper set up and take down. The awning is covered under both Outdoorsy and RV Share's insurance. If for some reason the awning is damaged while in use or in transit you will be responsible for recovering the pieces. Otherwise coverage maybe denied and the replacement cost can be upwards of \$3,000, which you are responsible for.
10. Generators: If you have selected to rent our generator, the following rules apply:
- Generator Usage: Only non-ethanol fuel may be used in the generator. The generator must be placed away from the camper so that dangerous exhaust fumes do not enter the camper. Do not have anything plugged into the generator until the generator is started and running.
 - Generator Damage Any damage repair/replacement to the generator while being rented will be the responsibility of the renter at the time
 - Generator Security: The generator must remain locked at all times with locking cable provided. Failure to do this may result in theft of the generator. The cost to replace the generator is 1,000.00 US dollars and is the renter's responsibility at the time of rental to replace if stolen.
11. Pets: You must have pre-approval from us before allowing a pet in the trailer. An extra cleaning fee of 100.00 may be applied if the trailer is returned with any pet hair etc. Many renters are allergic to pets so we must ensure that all pet hair, dander, etc are removed. The pet fee is \$100 for the entire rental period and may be added below.
12. Security Deposit: Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. (This will occur 1 week after rental is returned.)
13. Destination: 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. Vehicle is subject to GPS tracking.
14. Training: When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 30 minutes to an hour depending on any prior experience you have with a travel trailer. Picking up a travel trailer is not like picking up a rental car so please plan at least 30 minutes to an hour for this.

15. Cleaning: The camper must be returned with a clean interior and empty tanks. "Clean" means as you received it & ready for another rental. We do not charge a cleaning fee but reserve the right to hold onto a portion of the security deposit if the camper is left unreasonably dirty/trashed/etc.
16. Damage/Minor Repairs: If the Trailer and/or the contents in the Trailer are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if 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, contacting the other party's insurance company and contacting Caleb Wagner immediately at 904-338-4581
 - 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 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 provided upon return for reimbursement.
17. Appliances. The A/C, generator, awning, radio, microwave, television, jacks, etc. are 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, Caleb Wagner 904-338-4581
18. Black and Grey Water Holding Tank: The black and grey water tanks must be emptied and flushed prior to return & valve left in the CLOSED position. Placing anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee of 75.00. If you do not wish to empty and flush the tanks, you can select the dump fee below.
19. Rental Period: The rental period is every day you have the unit past 1 pm, so the unit is due back by 1 pm the day after your reserved rental period ends. For example, you pick up the unit on a Friday at 1 pm, and return the unit Monday at 1 pm, you are charged for 3 days (Fri, Sat, Sun). (Unless another agreement is made between renter and owner in writing.)
20. Personal Property. You release Caleb and Beckie Wagner, from all claims for loss of, or damage to, your personal property or that of any other person left or carried in or on the Trailer, during your rental period and day of returning the Heartland Mallard.
21. Personal Injury. You release Caleb and Beckie Wagner, from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage

to you, guests, unborn children, or relatives during your rental period and day of returning the Heartland Mallard.

22. Extra fees: If you did not elect extra fees at the time of booking, such as the cleaning fee, dump fee, and etc., you can elect to have them deducted from your deposit.
23. Waiver. 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.
24. Severability. If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
25. Attorneys' Fees. 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.
26. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed.
27. Contents. All items included in the camper for renters use need to remain with the camper and stored/cleaned properly after use. Any missing or damaged items are the renters responsibility and will be replaced through the renter's security deposit. A spreadsheet of all items, as well as their value, is included. Missing/damaged items in excess of the \$500 security deposit is subject to additional charges to the renter.
28. Power Adapter. Power adapters are included for your convenience. The camper is designed to run on a 30 amp power supply. If you are connected to a power supply less than 30 amp you cannot run the microwave or the air conditioner. Doing so could cause irreparable damage to the power systems, air conditioner, and/or microwave. The cost of the repairs/replacement shall be the sole responsibility of the renter and will likely exceed the security deposit. A 50 amp connection can be used with the adapter.
29. Outdoorsy Insurance: If you have selected Risk Taker Insurance with your booking then Roadside Assistance is NOT available with this plan. If you have a tire issue we highly recommend you call someone to replace it for you. You also understand this is at your expense. We do routine maintenance on the camper per Outdoorsy rules and this information is documented in the information binder provided in the camper. ***This is also why the maximum tow speed with the Heartland Mallard is 65 mph.***

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the rental of the Heartland Mallard, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties

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

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

ADDITIONAL FEE SELECTION

Initial items you would like.

_____ Heartland Mallard Cleaning Fee: - \$150 (Item #15 in Rental Contract)

_____ Pet Cleaning Fee \$100 (Item #11 in Rental Contract)

_____ Black and Grey Water Tank Dump Fee: - \$100 (Item #18 in Rental Contract)

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.

DUMP \$100 CHARGE WILL BE ASSESSED IF BLACK AND GREY TANKS ARE NOT EMPTIED PRIOR TO RETURN.

KEY REPLACEMENT \$50 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

SHORE-POWER ELECTRICAL CORD REPLACEMENT \$150 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD \$50 TO REPLACE ANY POWER ADAPTER.

SEWER HOSE REPLACEMENT \$150 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

THE TRAILER SHOULD BE RETURNED IN THE SAME CONDITION AS IT WAS AT PICK-UP. A CLEANING OF \$150 MAY BE ACCESSED FOR ANY CLEANING REQUIRED AFTER RETURN.

SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.

PETS AUTHORIZED IN WRITING AT TIME OF BOOKING OR OTHERWISE ARRANGED ARE WELCOME IN OUR TRAILER FREE OF CHARGE. SHOULD ANY DAMAGE OCCUR BECAUSE OF YOUR PETS YOU ARE RESPONSIBLE INCLUDING, BUT NOT LIMITED TO, URINE OR WASTE STAINS, CLAW/SCRATCH/CHEW MARKS, DAMAGE TO FURNITURE, EXCESSIVE CLEANING FEE.

A \$100 FEE WILL BE ASSESSED FOR EACH UNAUTHORIZED PET.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date