

TRAILER SWIFT SUPPLEMENTAL RENTAL AGREEMENT

This contract, dated _____, is between _____ (“Renter”) and Erin E Hogg (“Owner”) for the short-term rental (lease) of a certain recreational vehicle (“RV”), as identified by VIN 1C9TB1711MR213921.

LEASE TERM: Renter and Owner agree that the Lease Term for the RV shall be as defined in confirmed booking on “Rental Platform” (outdoorsy.com, rvshare.com, rvezy.com, rvngo.com, etc.).

RV DEPARTURE AND ORIENTATION: When Renter picks up the RV, Owner will complete a pre-rental orientation of the RV that will take approximately 1-2 hours, depending on any prior experience Renter has with an RV. It takes time to do a thorough and complete walk-through, so please plan accordingly. All drivers must be at least 25 years old with a valid driver’s license in at least one state, and must be listed as a Verified Driver on the Rental Platform’s confirmed booking when Renter picks up the RV.

- a. When RV is picked up, Renter agrees to be present at a specified time agreed upon with Owner, as coordinated through the Rental Platform messaging service. A fee of \$50 per hour will be charged if the Renter is late to pick up, with a grace period within the first half hour. The RV may not be picked up during Owner’s blackout period (7pm – 7am or other time specified during rental discussion through the rental service platform messaging service), and Renter will be considered a no-show if mutually agreeable arrangements cannot be made to pick up following the blackout period (i.e. Owner and Renter cannot agree upon a time when both will be available), and the entire rental fee will be forfeited.

Example: 1-30 minutes late for pickup: \$0
31-90 minutes late for pickup: \$50, etc.

- b. Renter agrees to be present and attentive during orientation and tutorials. If any issues or questions come up, they agree to contact the Owner rather than troubleshooting on their own. Any damage caused by Renter troubleshooting is 100% Renter’s responsibility.

TRAVEL RESTRICTIONS – UNPAVED AREAS: No travel is allowed on any non-paved roadways or off-road surfaces such as logging roads, forest service roads, beaches, etc. without prior written consent of the Owner. The only exceptions are County, State, or US highways that are non-paved or under construction, and non-paved roads inside a licensed RV park. Driving on unapproved roads will result in the forfeiture of Renter’s entire deposit, and potentially subject to further charges if security deposit does not cover any/all damages caused by such operation. The Renter is 100% responsible for safe, licensed towing if the RV becomes stuck on an unapproved road/off road surface.

TRAVEL RESTRICTIONS – UNAPPROVED LOCATIONS: No travel is allowed outside the United States or to Festivals or other situations where the RV would be parked in an unpaved field, with or without hookups, for camping without prior written consent of the Owner. Camping or driving in unapproved locations will result in the forfeiture of Renter’s entire deposit, and potentially subject to further charges if security deposit does not cover any/all damages caused by such operation. The Renter is 100% responsible for safe, licensed towing if the RV becomes stuck or non-operational in an unapproved camping spot or outside of the United States.

TRAILER/VEHICLE TOWING SAFETY: Any vehicles towing the RV must be rated to tow a minimum of 3500 pounds and minimum of 350 pound tongue weight. Vehicles must also be equipped with the proper hitch interface equipment (including proper height of hitch ball in order to tow level, 7-pin electrical connection, and brake controller). RV is equipped with a factory installed 7-pin electrical connection and electronic braking system. Renter must provide receiver hitch, ball and all other required equipment. Damage to RV or Renter's tow vehicle due to improper hook-up, excessive weight, or negligence are 100% Renter's responsibility. Such damages to the RV will exceed the security/damage deposit amount.

NO AGENCY: Renter agrees that following orientation and acceptance of the RV, Renter has full control over the RV and Owner retains no control over the RV's operation or use until such time as the RV is delivered back to, and accepted by, Owner. Renter understands and agrees that during operation and use of the RV, Renter is using the RV for his/her own personal use and not for any purpose of the Owner, Renter is not the agent of Owner in any way, and Owner exercises no control whatsoever over said operation or use.

OVER HEIGHT VEHICLE SAFETY: Please remember that RVs are much taller than the average vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. which will result in damages totaling more than the security deposit, so be aware of low clearance signs. All damages to the RV, including damage while driving (tree, toll road, low overpass, drive-throughs, etc.), are 100% Renter's responsibility and will exceed the security/damage deposit amount. The RV must never be towed under an overpass less than 10 feet in height. Never attempt going through a drive-through in an RV - they are always too low.

SPEED LIMIT: RV Travel Trailer operation requires special attention to speed. RV tires are not rated for high speed, the way truck and vehicle tires are. While towing the RV, Renter assumes all liability for their rate of speed and by signing this agreement, Renter acknowledges the maximum allowed speed while towing the RV is 65 miles per hour. When towing, Renter is required to follow all posted "truck" and "advisory" speed limit signs, and never travel in the left lane, unless passing.

NO SMOKING: There is no smoking or vaping allowed in or around the RV (anywhere close enough that the smell could get inside). If any evidence or scent of smoke (including cigars, pipes, vapes, drugs, etc.) is detected, Renter will be charged a minimum fee of \$1500.

ODORS/COOKING: Owner does 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, game animals, deep frying, etc. These must be prepped/cooked outside the RV. If odors are detected, Renter will be charged a minimum fee of \$1500.

PETS: Pets are not permitted inside the RV. If any evidence of pets is detected without damage (i.e. fur, smells, mentions or photos of pets, etc.), Renter will be charged an additional deep cleaning fee of \$150. If pet smell is not remediated with deep cleaning, Renter will be charged a minimum fee of \$1500. If any pet damages occur, including evidence of pet urine or feces, Renter will forfeit the entire security deposit, and any excess damage will be charged to Renter accordingly.

- a. Service dogs are welcome in the RV in compliance with the Americans with Disabilities Act, 2010 Standards. Under the ADA, a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. Additional cleaning fees do not apply to Service animals, however, any damages related to the animal's presence will be the responsibility of the Renter.
- b. Emotional Support Animals do not qualify under the ADA and are not permitted in the RV.

GENERATORS: If Renter chooses to use their own external generator, the following rules will apply:

- Do not use the generator inside the RV - it must be kept outside.
- Do not leave the RV unattended while a generator is running.
- Renter must use the provided surge protector and neutral ground plug while plugged into a generator.
- Do not attempt to run multiple appliances concurrently while plugged into a generator (i.e. air conditioning, microwave, hair dryer).
- Do not run a generator overnight or while sleeping.
- Do not store a generator or fuel of any kind inside the RV or in any of the internal storage compartments. Generators must be transported in the Renter's tow vehicle. If any evidence is detected that the generator or fuel was stored or used inside the RV, the Renter will be charged a minimum fee of \$1500.
- Renter assumes all responsibility to ensure that the generator used has sufficient power to operate the systems in the RV, and that the proper 30 amp connection is available on the generator.
- Renter assumes all responsibility for any and all damages caused to the RV & its appliances and systems by the use of a generator.

GPS TRACKING: The RV is equipped with a GPS tracking device for location, safety, and vehicle diagnostics and must not be removed, unplugged, or tampered with for any reason. Renter's failure to accurately report their destination, or giving an arbitrary destination in order to attend a prohibited event, will result in complete loss of the security deposit and Renter will be required to return the RV to Owner immediately upon request. If the RV is not returned upon request, it will be considered abandoned, and all abandonment fees will apply. No refund will be granted for unused rental dates. If the GPS unit is tampered with, the Renter will be charged a minimum fee of \$1500 plus the cost of a new GPS unit.

BOONDOCKING/DRY CAMPING: Camping without hookups (water, sewer, electric) restricts the capabilities of the RV. Renter is limited to freshwater tank capacity (16 gallons), black tank (15 gallons) & gray tank (32 gallons) capacities, battery capacity, and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the Renter. Owner takes no responsibility for limited capabilities and capacities due to dry camping/boondocking. Should Renter choose to dry camp/boondock, they take full responsibility and liability for the limited capabilities and capacities.

WASTE HOLDING TANKS: Owner requires that the only items put into the black waste holding tank are bodily waste, water, Owner-provided RV safe toilet paper, and holding tank treatment. There should be nothing else (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 the services of a plumber to clear/repair. Any required services of a plumber will be the responsibility of the Renter if it is found that prohibited items were introduced to the black tank.

There is to be nothing other than sink or shower water (and associated soap residue) put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require the services of a plumber to remove/repair. Any required services of a plumber will be the responsibility of the Renter if it is found that prohibited items were introduced to the gray tank.

Waste holding tanks (Gray and Black) must not be left open when Renter is at a site with full hook-ups. They must be emptied any time during the Lease Term when they are full or nearly full, and also prior to return, with valves closed and the screw cap on.

- If tanks are left open during the Lease Term, Renter will be 100% responsible for all plumbing fees, including replacement of tanks if necessary, plus loss of rental income while repairs are being made.
- If tanks are permitted to overflow into the RV during the Lease Term, Renter will be 100% responsible for all plumbing, cleaning, and sanitizing fees, plus loss of rental income during the fixing/cleaning/sanitizing process.
- If tanks are not emptied prior to return, Renter will be charged a \$250 dump fee.

CLEANING FEE: Owner charges a \$50 up-front cleaning fee that covers all external cleaning, laundry of linens, sanitization of the interior, and replenishment of provided amenities. The RV must be returned with a clean interior. "Clean" means, all surfaces wiped down, floor swept (broom & dust pan provided), all garbage removed, and any exceptionally soiled conditions cleaned (Renter must launder sheets if any sign of bodily fluid/waste is visible, toilet must be scrubbed if any residue is in the bowl, etc.). If RV is returned unclean and requires more than sanitization or any reconditioning, Renter will be charged an additional \$150 Deep Cleaning fee. If RV is returned with any visual evidence or scent of vomit present, or any visual evidence of other bodily fluids/waste, Renter will be charged an additional \$1500 biohazard cleanup/sanitization fee.

DAMAGE/MINOR REPAIRS: Any damage must be reported to Owner immediately. If a repair is minor, Renter may make the repair after consulting the Owner. Renter must not repair anything until consulting with Owner and receiving written confirmation through the rental service platform messaging service. Replacement of defective parts and receipt must be brought back for reimbursement. There will be no reimbursement if Renter does not bring back the defective part replaced along with the associated receipt. If Renter purchases an item necessary due to an equipment failure (sewer or water hose, etc.) the item purchased and the associated receipt must be surrendered upon return of the RV, or no reimbursement will be made. Should Renter make a repair without advanced written authorization, Renter assumes liability for the repair, and any subsequent repairs needed along with all associated costs.

- **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 cushions, beds/bedding, counters, walls, kitchenware, appliances, etc., are damaged during the Lease Term, Renter is responsible for paying all damages, whether 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, Renter is responsible for obtaining a police report, and notifying Owner immediately. A documented thorough walk through will be completed, with Renter present at the time Renter takes possession. The Rental Platform (Outdoorsy, RV Share, RVEazy, etc.) insurance policy does not cover interior damage or repairs. Damage to the interior of the RV is charged to the Renter upon return or charged to the security deposit. Damages exceeding the deposit will be due immediately and paid upon request.
- **DAMAGES ABOVE SECURITY DEPOSIT/INSURANCE CLAIMS:** In the event there is any damage above the amount of the security deposit, Renter agrees to pay the Owner any monies due and allow the Rental Platform company to charge Renter's credit card on file for said charges, plus processing fees.

LOCKOUT/LOST KEYS: In the event a lockout occurs, Renter agrees to pay all locksmith charges, or \$3.00 per mile, round trip, for Owner to drive and unlock RV and a fee of \$100 per missing key. If Owner is en route and key is found and RV is unlocked, Renter will only need to pay for mileage up to the point of notification, round trip. If no lockout occurs, but a key is missing upon return of RV, Renter will be charged a \$100 fee per key. If Owner determines that 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.

ROOFTOP: Renter should never access, sit, or walk on the RV's rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will minimally result in a complete loss of the entire security deposit. In the event the damage totals more than the security deposit, Renter agrees to be fully responsible for the total cost of repair.

APPLIANCES: The A/C, microwave, television, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to Renter. In case of any malfunction please contact Owner immediately for assistance and troubleshooting. If these fail, Owner will attempt to have someone come to Renter for repairs, dependent on availability.

CAMPGROUND RESERVATIONS: Owner is not responsible for campground reservations – including cancellations. All campground reservations must be made by the Renter 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.

PERSONAL PROPERTY: Renter’s personal property is their own responsibility, and Renter releases RV Owner from all claims for loss of, or damage to their personal property, or that of any other person left/carried in or on the RV during the Lease Term and day of return. If Renter leaves their property in the RV, Owner will attempt contact and will keep the items for pickup no longer than 30 days from date of return.

PERSONAL INJURY: Renter releases Owner from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to Renter, children, guests, or relatives during the Lease Term including return period.

INDEMNIFICATION: Renter agrees to defend, indemnify and hold Owner harmless for any and all claims, losses, damages, lawsuits, costs, attorney’s fees or any other proceeding for property damage or bodily injury arising out of Renter’s rental, use or operation of the RV during the Lease Term.

INSURANCE: Renter agrees to name Owner as an additional insured on Renter’s automobile liability insurance policy(ies), and said insurance shall be primary and noncontributory with any other coverage available to Owner. Renter’s automobile liability insurance shall carry such minimum limits as to comply with the State of Illinois’ mandatory auto liability insurance requirements.

TOLLS/FINES/TICKETS, ETC.: Renter agrees to report to the Owner and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Lease Term. If Owner receives notice of such fines/fees after the Lease Term has concluded, Renter agrees that the Rental Platform may charge their card on file in order to reimburse Owner, plus any applicable late fees, credit card processing fees, etc.

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, A/C, heater, cooktop, fans, lights, 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.

SPARE TIRE: A full-size spare tire is included with the RV. Renter is responsible for ensuring their own safety on the roadside, that the RV is jacked properly, and that the locking lug nut key is used to remove and replace locking lugs when changing a tire (whether performed by Renter or roadside assistance). The damaged tire must be secured on the spare tire carrier and returned. Renter must notify Owner same-day when tire issues are encountered.

RV RETURN: When RV is returned, Renter agrees that it will be free from damages, cleaned, and tanks emptied upon arrival at the return location. Once RV has been returned, the RV will not be allowed to be taken anywhere else and the Lease Term will be considered complete. A preliminary walk through will be completed and a preliminary 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 the security deposit if applicable.

- a. **No Refunds for Early Returns:** If Renter returns the RV early, Owner does not refund unused days. This includes situations where the Renter has been in a motor vehicle accident (MVA) with the RV; however, if the MVA is not Renter’s fault, they may be able to recover rental costs from the at-fault driver’s liability insurance.

- b. Late Return Fee: A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon time, with a grace period within the first hour. If the RV is returned during Owner's blackout period (7pm – 7am or other time specified during rental discussion through the rental service platform messaging service), it will be checked in after that period with no grace period (and will include late fees to that time), and any applicable damages will be applied to the security deposit. Renter forfeits their right to complete a return walk-through with Owner if the unit is returned at a time outside of approved time indicated in discussion.

Example: 1-60 minutes late return \$0
61-120 minutes late return \$50, etc.

DRUGS, ALCOHOL, OR ILLEGAL SUBSTANCES: Any evidence of the use, storage, or transportation of drugs or illegal substances will forfeit the entire security deposit. If the RV is returned with any evidence of drug use, storage, or transportation, it will result in law enforcement being called for a report and to collect the evidence. This includes the use or transportation of marijuana plant material, even if legal in the state in which the RV is rented or traveled to, due to the scent permeating the entire RV. Marijuana edibles are permitted in states where possession/consumption is legal provided that the driver is not impaired. Any evidence of towing the RV while impaired by drug or alcohol use will minimally result in a complete loss of the entire security deposit.

CAMPER ABANDONMENT/OWNER RETRIEVAL: If for any reason Renter abandons the RV, they will be charged a \$3,000 fee for Abandonment and Retrieval, plus Owner's transportation costs (including hotel rooms if the RV is more than 6 hours from RV's home location), any applicable fees for lost/missing keys or items/parts from the RV, and any loss of rental income resulting from Owner cancellations or declined reservations during the recovery period. Abandonment means leaving the RV with no intention of returning to it or delivering it back to Owner/drop-off location within 2 days of rental end time. In the event Renter abandons the RV, they are responsible for any damage due to vandalism, theft, hit-and-run, acts of God, or any other damage incurred prior to the RV returning home with Owner.

SERVICE FEES: Any fees or charges not on the original rental contract will include an upcharge for service fees charged by the Rental Platform. These fees range from 2.9% to 20% depending upon the platform and fee type.

SUBROGATION: In the event that any third party causes damage to the RV, Renter shall take no action that impairs or limits Owner's rights as against said third party for such damage.

I AGREE TO THIS SUPPLEMENTAL RENTAL AGREEMENT AND ALL THE CONDITIONS CONTAINED HEREIN

Renter Signature

Date

Renter Name (Printed)