

Supplemental Rental and Rules Agreement

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Owners: NAKAMA, LLC
Aaron (801-547-7860), Shanae (801-510-6001)

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 a motorhome. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. No Refunds for Early Returns:** If you return the motorhome early we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the motorhome; 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 hour 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 # 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 \$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 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.
- 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 NOT allow the usage of the exterior awning. This is for your own protection as well because they are typically 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, which you agree to be responsible for.
- 8. Generator:** We allow 4 FREE generator hours per day. Each additional hour after that is \$3/hr. Do not leave the motorhome unattended while the generator is running. It is highly recommended not to run the generator overnight or while sleeping due to safety reasons. We do not allow the use of your own/individual generators to power the RV. You, the renter, will

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assume all responsibility for any and all damage to the generator as well as damage caused to the Motorhome by improper use of the generator. Any signs of tampering with the generator will result in automatic forfeit of deposit.

9. **Mileage:** We allow 100 FREE miles per days booked. Each additional mile after that is an additional 35 cents/mile.

Example: 100 miles x 6 day trip = 600 FREE miles. Any additional mileage after 600 would be charged 35 cents per mile.

10. **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. You, the renter, agree to check tire pressure before hitting the road after each nightly stay. ***Tire failure is the #1 accident cause for RV's and can be prevented by inspection before driving.*** There is a tire gauge in the glove department in the cab to check pressure, and an air compressor located in the basement storage in the rare case you need to fill any tires. There is also a spare tire located in the basement storage, in the rare event a flat tire/blowout occurs. However, we highly recommend calling roadside assistance included in your insurance package in the event of a blowout/flat.

11. **Rooftop Usage:** We **do not** allow the use of the motorhome 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.

12. **Dogs:** We do NOT allow pets in the RV (including small dogs). If any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly. If any evidence of pet hair is left upon return, you will be charged a full Deep Cleaning Fee. (See Fees Addendum)

13. **Propane:** Propane must be refilled to full capacity before you return. Failure to comply will result in a \$100 fee.

14. **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 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.

15. **Cleaning:** We do NOT charge an up front cleaning fee. We assume you're responsible enough to clean up after yourself. The motorhome must be returned with a clean interior and empty tanks. "Clean" means, as you received it or better. If you return the motorhome dirty, you will be charged a \$300 cleaning service fee. (Cleaning products are located in the RV).

14a. A Deep Cleaning Penalty of \$500 will be charged if RV is returned unclean AND requires extensive amounts of cleaning or reconditioning.

16. **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.

17. **Accessories:** Many accessories including, but not limited to, the air compressor, surge guard EMT, water filter, bedding, kitchen items, etc. are provided free of charge along with the motorhome to ensure the safety/comfort of the motorhome and of its occupants. By signing this agreement, you agree to be held responsible for the condition of each accessory during the period of your rental. All accessories including, but not limited to, the air compressor, surge guard, etc. must be returned in the same working condition as you received them. All accessories are inspected between each rental. You will

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be charged the original purchase price or current price of replacement item (whichever is greater) in the event that an RV accessory is damaged, lost, or stolen during the course of your rental period.

18. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the RV is 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.
19. **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 \$500.
20. **Rental Period:** _____ at __:____ until
_____ at __:_____.
21. **Damage/Minor Repairs:** Any damages need to be reported to us immediately. Please text us a picture of the damage. 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.
22. **Renter Damages:** If the motorhome, 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)
23. **Towing/Safety:** We do not allow use of the Tow hitch on the RV. Bike racks that require use of the hitch are OK. Please remember that Motorhomes are much taller than the average vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. and will result in damages totaling MORE than your 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% your responsibility and will exceed your security/damage deposit amount. The dimensions of our motorhome are listed on the RVShare RV listing. Never attempt going through a drive-through with a motorhome - they are almost always too low.
24. **Appliances:** The A/C, radio, microwave, television, air compressor, GPS, 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.
25. **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 Motorhome. Abandonment means leaving the motorhome with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the motorhome without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
26. **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 motorhome and a fee of \$25 PER missing key. If owner is en route and key is found and motorhome 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 motorhome OWNER determines a locksmith is required for lockout/lost key

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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.

27. **First Aid Kit:** There is a first aid kit provided. Please use what you need, should it become necessary – once an item is opened (stitching kit, etc), you own it, please take it with you – as this is a personal and bodily fluid/pathogen related item, it's not possible for us to pass it from renter to renter. SEPARATELY, there is a box of generic basic bandaids in the bathroom vanity cabinet you are free to use.
28. **GPS Tracking:** The motorhome 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.
29. **GPS Navigation System:** There is an in-dash GPS navigation system available to use. Please set your location and preview the steps while you are still parked. DO NOT ATTEMPT TO PROGRAM NAVIGATION SYSTEM WHILE DRIVING. The GPS navigation in-dash is not as user-friendly as Google maps and can be tricky to use. Alternatively, Google maps often takes you on the fastest route to a destination and does not account for smaller/steep roads, tunnels, low bridges, etc. By signing this document you agree to get familiar with your route BEFORE driving and only take roads appropriate/safe for a motorhome.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **RV Return:** When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been parked at owner's residence/return site. Once RV has been parked, 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 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 if applicable.
36. **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.

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- 37. 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.
- 38. Security Deposit:** Your security deposit will be refunded (by RVShare) 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.
- 39. 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 motorhome, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed while driving the motorhome is **70 miles per hour**. You are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.

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.

- 40. This agreement is in addition to the RVShare rental contract:** Both contracts are in effect, together, during the rental period. Any part of the RVShare 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

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

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YOUR BOOKING. BY SIGNING THIS, YOU ARE AUTHORIZING RVShare &/OR THE ACTUAL RV OWNER (NAKAMA, LLC) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$150** 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: **\$50** per hour charge will be assessed if RV is returned later than agreed upon time.

PETS: Pets are NOT authorized within the motorhome. Should any damage occur because of your or guest's 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 amount of pet hair left upon return will be subject to the Cleaning Fee of **\$300**.

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

PROPANE: **\$100** charge will be assessed if propane tank(s) is not refilled upon return.

CLEANING: **\$300** charge will be assessed if RV is returned unclean or in a condition less than received.

DEEP CLEANING: **\$500** charge will be assessed if RV is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean or recondition.

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.

Renter Signature and Date

Renter Printed Name

Renter Initials: _____

Owner Signature and Date

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 though that is done at pick up. There are also step by step instructions inside the motorhome 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 motorhome.)

**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 \$150 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%.**

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Renter Initials: _____