

Supplemental Rental and Rules Agreement

2021 Open Range 26BHS-A

VIN: 58TBH0BP9M15L3262

Owners: Hitchin' Memories 615.545.0476

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 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 travel trailer 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 \$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 the owner is not home or available, 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 the owner, if the unit is returned at a time different than indicated on the rental agreement. 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: 15-60 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 cancellations 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 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.
8. Generators: If you choose to use **your own** generator, the following rules will apply. Do not use the generator inside the trailer - it MUST be kept outside. Do not leave the trailer unattended while a generator is running. Do not run a generator

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overnight or while sleeping due to safety reasons. Your generator must be a minimum of 3200 watts to run the systems and recommended to be an inverter style generator. You, the renter, assume all responsibility for any and all damages caused to the trailer & its appliances and systems by the use of a generator.

9. 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 you can refill it with air. There is also a spare tire included on the front, in the rare event a flat tire/blowout occurs.
10. Rooftop Usage: We **do not** allow the use of the travel trailer's 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.
11. Dogs: You **MUST** request & get owner approval *before* allowing a dog in the RV. Owner reserves the right to accept or decline any dog, for any reason. We do not charge an extra fee for a dog. 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 large amounts of pet hair are left upon return, you will be charged a Deep Cleaning Fee (at market rate) for this to be removed.
12. Propane: Propane must be refilled before you return the camper.
13. Waste Holding Tanks: There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, wipes, flushable wipes, 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 **OPEN**. If tanks are not **EMPTY**, you will be charged a \$250 dump fee. **NO EXCEPTIONS**.
14. Cleaning: We do **NOT** charge an up front cleaning fee. The trailer must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better. If you return the trailer dirty, you will be charged a minimum of \$75 cleaning fee.
15. Smoking: There is **NO SMOKING or Vaping** allowed in the trailer. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. **NO EXCEPTIONS**.
16. Generator: If you opted for a generator add on with your rental, and 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 all generator fuel and the operation of the generator during your rental period. Generator is to be used **outdoors only**. Our generators are dual fuel. which means they will run off of gasoline and propane. We do not provide either. This will be solely your responsibility to provide. On your request, we will provide a propane bottle for you to exchange out as needed at no additional charge. We do not provide gas containers.
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 of will result in law enforcement being called for a report and to collect the evidence.

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- 18. Damage/Minor Repairs:** Any damages need to be reported to us immediately. If a 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, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.
- 19. Renter Damages:** If the trailer, 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) THE RENTAL PLATFORM (Outdoorsy, RV Share, etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the trailer is charged to the renter, via cash upon return or charged to your security deposit.
- 20. Towing Safety:** It is required that the sway/stabilizer bars, which are provided, be used at all times while towing the RV. Remove the sway/stabilizer bars prior to backing into a parking space or RV slot. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit. Please remember that trailers 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 travel trailer are listed on the Outdoorsy RV listing. Never attempt going through a drive-through towing a trailer - they are always too low.
- 21. Appliances:** The A/C, 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. 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.
- 22. Camper Abandonment/Owner Retrieval:** If for any reason you abandon the RV, you will be charged a \$4,000 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 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.
- 23. 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 trailer and a fee of \$25 PER missing key. If owner is en route and key is found and trailer 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 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.
- 24. 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 owner immediately, and NO refund will be granted for unused rental dates.

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25. Personal Property: Your personal property brought with you is your responsibility, and you release trailer 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. RV Return: When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle. Once RV has been unhitched, 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.
31. 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.
32. 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.
33. Security Deposit: Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
34. Speed Limit: Towing requires special attention to speed. Trailer tires are not rated for high speed, the way truck and vehicle tires are. While towing our trailer, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed while towing the trailer tires is **65 miles per hour**. When towing, you are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing. Camper speed is record via GPS
35. Boondocking/Dry Camping: Camping without hookups (water, sewer, electric) restricts the capabilities of the trailer. You are limited to fresh water tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the renter. We, as owners, take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities and capacities.

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36. 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.
37. This agreement is in addition to the rental platform (Outdoorsy, RV Share, etc) rental contract. Both contracts are in effect, together, during the rental period. Any part of the rental platform 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

SELECTION OF EXTRA FEES

Initial items you would like to add to your reservation.

___ Cleaning fee: I do not want to dump the waste tanks before return - \$200
Please note article #13 in rental contract

___ Propane fee: I do not want to refill the propane tanks - \$30

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 (ALAN OR KYLENE LABISSONIERE) 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)

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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 authorized by owner at time of pickup are welcome in the trailer free of daily charge. 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.

a. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee at current market rate.

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

PROPANE: **\$30** charge will be assessed if propane tank(s) is not refilled upon return.

CLEANING: a minimum of **\$75** charge will be assessed if RV is returned unclean or in a condition less than received.

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: **\$4,000** 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 DAMAGE AND ADDITIONAL 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

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. 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 or text 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 OPEN, and the screw cap left off if there is one.

When you return the RV, the tank levels will be checked during our inspection and if the tanks are not empty, you will be charged a \$250 dump fee, NO EXCEPTIONS.

Please ensure tanks have been emptied and flushed prior to returning. Once the RV has been unhitched you will not be permitted to leave again with the RV.

****ALL ADDITIONAL 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: _____