

Supplemental Rental and Rules Agreement

(VIN 3C6TRVPG2KE558002)

Owner: Kendra Caldwell 970-210-3566

Atlas Adventure Company, LLC

(rented via RVShare)

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. Most rental agencies have the same rules, I just want to be completely up front and help make a seamless trip for everyone involved. Unfortunately, some customers will break rules or take things from the Van if there are not fees upon return for doing so. Please Initial Each page showing you have read and understand each page.

1. Rental Period: (date) _____ (time) at: _____ until: _____ at: _____
2. Training: When you pick up the Van, we will complete a pre-rental orientation of the Van that will take about 30 minutes, depending on any prior experience you have with a Camper Van and any questions you may have. A demonstration video will also be sent to you that you are required to watch prior to picking up the van.
3. No Refunds for Early Returns: If you return the Van 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.
4. Fee for Late Returns: A fee of \$50 per hour will be charged if the Van is returned later than the agreed upon time (or Owner has stated they are flexible on time). The van cannot be returned after dark or when Owner is not home (unless Owner agrees to this). If it is not returned before dark, 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 van is returned at a time different than agreed upon. All drivers must be at least 25 years old and must be listed on the contract when you pick up the Van.

Example: 1-60 minutes late return \$50
 61-120 minutes late return will \$100

5. Travel Restrictions: No travel is allowed outside of the U.S. or 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 security deposit.
6. Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive any, a \$25 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 \$25 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 \$25 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.*
7. Campground Reservations: We are not responsible for campground reservations – including cancellations for COVID or weather. 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.

Renter Initials: _____

8. Yeti Goal Zero Battery, SLA Battery & Diesel Heater: Renter understands the battery has been fully charged prior to rental. Cold temperatures (below freezing) can impact the YETI's battery capacity. If below freezing temperature, you can move the battery to a cooler to keep the battery capacity at its highest. Renter agrees not to plug any devices that pull more than 300 Watts of power and it can blow a fuse or damage the battery. Battery replacement is \$1800.

Renter understands the SLA battery has also been fully charged prior to rental. This battery powers the diesel heater and may only stay charged for 8-10 hours. If renter has access to an eclectic outlet, a trickle charger has been included along with an extension cord and can be charged that way. The heater is an amenity and the renter takes full responsibility if they decide to use it. It is recommended not to run the heater all night as it will use a lot of fuel and battery. The heater takes DIESEL fuel only and if regular gasoline is put into the heater tank, it could cause damage. Replacement of heater is a minimum of \$500. Also, any fuel that is leaked into the van, can result in a charge of \$50 minimum for clean up.

9. Tires: The Van tires on the Van are in great shape and 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 under the van, in the rare event a flat tire/blowout occurs. The tires are A/T tires but renter understands that the van is only front wheel drive. Chains have been included in the van and only these chains can be used. Any other chains can damage the vehicle.

10. Dogs: You MUST request & get owner approval *before* allowing a dog in the Van. Owner reserves the right to accept or decline any dog, for any reason. Dogs are *not* allowed on the bench seats uncovered due to the risk of rips, stains, smells or other damage. Pet fee is \$75. NO CATS allowed due to allergies. 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 full Deep Cleaning Fee for this to be removed. (See Fees Addendum)

11. Cleaning: We do NOT charge an up front cleaning fee. We assume you're responsible enough to clean up after yourself. The trailer must be returned with a clean interior and empty trash and cooler. "Clean" means, as you received it or better. If you return the van dirty, you will be charged a \$100 cleaning service fee.

10a. Deep Cleaning starts at \$300 and will be charged if Van is returned unclean AND requires extensive amounts of cleaning or reconditioning.

12. Smoking: There is **NO SMOKING of any kind** allowed in the Van or near the Van. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1000. No smoking near the van with open doors or windows as Owner is highly sensitive. NO EXCEPTIONS.

13. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any Van returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

14. **NO PARTIES:** Any evidence of using this camper van for tailgating or parties of more than 2 people, will result in your entire security deposit being forfeited.

15. No idling for long periods of time as this can cause damage to the vehicle and is not safe to the Renter. No idling for more than 30 minutes is allowed in a 6 hour period. We receive alerts when the van has been idling for too long and any damage to the vehicle caused by this will be the responsibility of the Renter. However, it IS recommended to run the van on extremely cold mornings (under 15 degrees) for 10 minutes before driving (if left overnight in the cold temperatures).

Renter Initials: _____

16. **Odors/Cooking:** We do not allow anything that can create a strong smell in the Van 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 Van. If odors are detected you will be charged the Deep Cleaning Fee of \$300. .
17. **Damage/Minor Repairs:** Any damages need to be reported to us immediately. 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 Van, if you want reimbursement.
18. **Renter Damages:** If the Van, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to bench 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).
19. **Driving Safety:.** Please remember that this van is much taller than the average vehicle at 9' and is 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 Van, 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 the van are listed on the website listing. Never attempt going through a drive-through with this high roof van.
20. **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 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.
21. **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 Van and a fee of \$300 PER missing key FOB. 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 Van, you will be charged a \$300 replacement fee PER key FOB. If Van 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 the owner before work is done.
22. **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 Van during your rental period and day of return. If you decide to leave your personal vehicle at the home of the Owner, you release the Owner from all claims for damage to or theft of your personal vehicle.
23. **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.
24. **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.

Renter Initials: _____

25. 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.
26. 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.
27. CamperVan Return: When the Van is returned, you agree that it will be free from damages, cleaned, and trash and cooler emptied BEFORE it has arrived back to Owner. A preliminary walk through will be completed and a precursory Return Form will be provided. Photos will also be taken by the 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.
28. 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 Van that were working at pickup (Roof top fan, LED lights, sound system, etc.), damages to any part(s) of the Van whether the renter was at fault or not, or due to renter's or any guests' negligence. Renter understands the diesel heater is an added amenity and no credits will be issued if it stops working.
29. 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.
30. Security Deposit: Your security deposit will be refunded (by RVshare) after the Van has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 12-72 hours post rental period.
31. Speed Limit: This Converted Van is not rated for high speed, the way truck and vehicle tires are. While driving our Van, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed while driving is **80 miles per hour**. There is a tracking device on this Van which will alert Owner at high speeds or if taken out the agreed upon destination.
32. Hold Harmless: Renter agrees to hold harmless the owner of the rented Van, at all times for all situations. Renter assumes all risk when renting Van, and the 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 Van is used during the rental period.
33. This agreement is in addition to the RVShare 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

Owner Signature and Date

Owner Printed Name

Renter Initials: _____

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 RVShare &/OR THE ACTUAL RV OWNER (Kendra Caldwell) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

SMOKING IS STRICTLY PROHIBITED: **\$1000+** charge will be assessed if the smell of smoke is detected in the Van. It is recommended to not smoke anywhere near the van to avoid any charges. Owner of Van is highly sensitive and allergic to smoke.

LATE RETURN: **\$50** per hour charge will be assessed if RV is returned later than agreed upon time. If it is returned over 3 hours late, a minimum of \$300 will be charged.

PETS: One dog authorized by the owner at time of pickup is welcome in the Van for an additional \$75. Should any damage occur because of your dog, you are responsible for costs related to damage including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture etc. NO CATS ALLOWED due to allergies.

a. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of **\$300**.

TOLL INVOICE: **\$25** charge will be assessed plus the cost of toll charge for EACH invoice received.

CLEANING: **\$100** charge will be assessed if Van is returned unclean or in a condition less than received.

DEEP CLEANING: **\$300** charge will be assessed if Van is returned extremely dirty or in a condition less than received AND requires extensive amounts of effort to clean or recondition.

LOCKOUT: **\$50** charge will be assessed per key fob if lockout occurs in addition to .75 cents per mile for the owner to come and unlock Van.

MISSING KEY(S): **\$300 replacement** charge will be assessed per each missing key FOB(s). \$100 replacement fee for key fob that powers diesel heater.

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 Initials: _____

****ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 10% (platform's commission).**

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Printed Name

Renter Initials: _____