

Supplemental Rental and Rules Agreement

(2017 Palomino 12FD - 4X4CPC218HN048094)

Owners: JOSEPH & MICHAEL KEY 626-222-4455

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 popup 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 popup 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 \$20 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 the owner if the unit is returned at a time different than indicated in line item # 18. 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 - \$20
 61-120 minutes late return - \$40

- 4. Travel Restrictions:** **No travel is allowed on any non-paved roadways without approval** 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** allow the usage of the exterior awning but **advise using caution!** This is for your own protection as well because they are generally **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 may exceed your security/damage deposit amount.

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- 8. Generators:** If you choose to use **your own** generator, the following rules will apply. Do not use generator inside the trailer - it **MUST** be kept outside. Do not leave the trailer unattended while a generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons. Your generator must be a minimum of **3500 watts** to run the systems within the RV without causing a power issue. You, the renter, will assume all responsibility for any and all damages caused to the trailer by the use of a generator.
- 9. 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 but if a tire seems low you can refill it with air. There is also a spare tire included on the rear, in the rare event a flat tire/blowout occurs. If a flat tire/blowout does occur, **YOU** the renter are responsible for the cost of a new tire of the same size and make.
- 10. Rooftop Usage:** We **do not** allow the use of the popup 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. Dogs are **not** allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. We do charge an extra fee (\$100) for a small or medium sized dog; however, 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)
- 12. Propane:** Propane must be refilled before you return unless you have chosen to add this service (for the \$20 fee) to your booking.
- 13. Cleaning:** The trailer must be returned with a clean interior and empty tanks. "**Clean**" means, as you received it or better.
- 14a.** If you return the trailer dirty, you will be charged another \$150 cleaning service fee if RV is returned unclean AND requires extensive amounts of cleaning or reconditioning.
- 14. Smoking:** There is **NO SMOKING** allowed in the trailer. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$250. **NO EXCEPTIONS.**
- 15. 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, damaged or lost during your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period. There is **NO** storing fuel inside the trailer at **ANY** time. There is an additional cost of \$850 for the replacement of a generator due to it being lost, stolen or damaged. Generator is to be used **outdoors only**.
- 16. 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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17. 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 \$150. There is an outside kitchen and stove for your use, if needed in the preparation and cooking of smelly food items.

18. Rental Period: _____ at _____ AM/PM until _____ at _____ AM/PM.

19. 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 have 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.

20. 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, floors, 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).

21. Towing Safety: It is required that the sway/stabilizer bars, if 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 longer than the average vehicle and are not equipped to withstand an impact with a tree, rock, or gas station post etc. and will result in damages totaling **MORE** than your security deposit. 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 RV listing. **Never** attempt going through a drive-through towing a trailer - they are almost always too long.

22. Appliances: The A/C, radio, microwave, refrigerator, jacks, etc. if equipped, 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.

23. Camper Abandonment/Owner Retrieval: If for any reason you abandon the RV, you will be charged a \$2,000 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.

24. Lockout/Lost Keys: If a key is missing upon return of RV, you will be charged a \$15 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. 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.

25. First Aid Kit: If there is a first aid kit provided. Please use what you need, should it become necessary – once it is opened, please inform us so we can re-stock the medical supplies. – use these if necessary, **without** fee.

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- 26. Add-ons:** You may elect to add-on certain "extras" to your booking if you like. If you did not elect extra fees at the time of booking, such as the dump fee, solar panel, brake controller, etc., you can elect to have them deducted from your deposit. These elections should be noted on the return form and are subject to a 5% credit card and platform processing fee.
- 27. GPS Tracking:** The travel trailer has been equipped with a **GPS tracking device** for safety/security and must not be removed/unplugged for any reason. **By signing this contract, you give the trailer's owner permission to track the location of their property at ANY time and 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.
- 28. 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.
- 29. 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/return period.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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 (72-hour period), any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.
- 34. 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, all systems within the RV that were working at pickup (A/C, 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.
- 35. 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.
- 36. Security Deposit:** Your security deposit will be refunded (by the appropriate platform) 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.

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- 37. 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 is **65 miles per hour (55mph in California)**. When towing, you are required to follow ALL "truck/trailer speed limit" signs, and never travel in the left lane, unless passing.
- 38. 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.
- 39.** This agreement is in addition to the appropriate Platform's rental contract. Both contracts are in effect, together, during the rental period. Any part of the Platform's 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.

SELECTION OF EXTRA FEES

Initial items you would like to add to your reservation.

____ Cleaning fee: I do not want to clean the trailer upon return - \$100.

Please note article #14 in rental contract

____ Propane fee: I do not want to refill the propane tank(s) - \$20.

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 THE APPROPRIATE PLATFORM TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

SMOKING IS STRICTLY PROHIBITED: **\$250+** charge will be assessed if the smell of smoke is detected in the RV.

LATE RETURN: **\$20** per hour charge will be assessed if RV is returned later than agreed upon time.

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PETS: Pets authorized by owner at time of pickup are welcome in the trailer, but with an additional \$100 fee required, per dog. 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 of **\$150**.

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

PROPANE: **\$20** charge will be assessed if propane tank(s) is not refilled upon return.

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

DEEP CLEANING: **\$150** 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.

MISSING KEY(S): **\$15** charge will be assessed per each missing key(s).

ABANDONMENT/RETRIEVAL: **\$2,000** 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 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

Owner Signature and Date

Renter Initials: _____