

## **Rules & Rental Agreement**

2021 Jayco Jay Flight SLX 8 212QB

**Drivers / Occupancy:** All drivers must be at least 25 years old and must be listed on the contract at time of pick up. Each occupant regardless of age is required to be listed on the contract at pick up. Subletting the RV to any other party is strictly prohibited. The RV is not intended for use for any party other than who is listed in the contract. NO EXCEPTIONS.

**No Refunds for Early Returns:** If you return early, we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance. Insurance MUST be carried and in force for the duration of the rental, failure to adhere to this rule will result in termination of the contract and you will be subject to recovery and legal fees that may be incurred.

**Fee for Late Returns:** The rental period set forth in the rental agreement is agreed to as 4:00PM on the day of pick up with an agreed return time of 4:00PM on the day of drop off. If you are late returning the unit there is a \$40 per hour late fee. If the RV is returned after dark, a thorough walk around will be performed the next day. You will also be responsible for the cost of any canceled rentals due to your late return.

**Security Deposit:** Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.

**Training:** When you pick up the unit, we will complete a pre-rental orientation of the unit that will take anywhere from 30 minute to 60 minutes depending on any prior experience you have with a Recreational Vehicle. Picking up an RV is not like picking up a rental car so please plan accordingly. During this orientation timeframe is where the weight distribution hitch will be measured and adjusted. Charles and Lisa will assist with advice and access of tools, but will hold no liability due to misalignment, improper adjustment, malfunction, or misuse of provided hitch.

**Campground Reservations:** We are not responsible for campground reservations. 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. If we are required to purchase a reservation upon delivery, there will be a \$40 administrative fee charged in addition to the cost of the reservation.

**Abandonment:** At no time, shall the renter abandon or leave the rental unit outside of its intended destination for camping during the approved rental period. Should the renter abandon the unit without the owner's approval, it will result in an immediate forfeiture of the security deposit and the potential of increased fees for any damage or recovery of the unit as a result of said abandonment.

**NO SMOKING:** Smoking (including cigarettes, cigars, pipes, drugs, or any other substance that creates an odor) in the unit forfeits your entire security deposit. A professional cleaning may be required to remove traces of foul odor and will be the responsibility of the renter.

**Illegal Activity:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence. The owners will comply with law enforcement concerning all inquiries related to any illegal activity.

**Travel Restrictions:** The RV is to remain in the continental United States. Travel to Canada and Mexico is prohibited. No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park. **CAUTION: DO NOT EXCEED 65 MPH WHILE TOWING THIS RV**

**RV Observation Camera:** Included in our rental is a portable Furion Vision S Observation Camera. This camera extends the range of vision to behind the unit as well as the driver and passenger blind spots around the unit. These cameras are not to be tampered with or altered in any way. The portable monitor should be kept in a safe, locked location during the duration of the rental period when not in use. Violations may result in a fee of \$500 replacement cost.

**Weight Distribution Hitch:** Damage and/or loss of the provided Weight Distribution Hitch and any of its components, including the equalizer/sway bars will result in a fee of \$950 replacement cost. Understanding the requirements and limitations of the provided anti-sway weight distribution hitch is the liability and responsibility of the renter, and the renter will be liable for any damages caused by misuse, improper installation, and/or choice of using or not using the provided hitch.

**Generator Storage:** The storage or transport of any generator within the camper or its storage compartments is strictly prohibited. Generator's must be transported/stored with the tow vehicle.

**Toll Roads, Red Light Cameras, Parking Tickets, etc.:** Parking tickets, mailed violations, and toll invoices are a major burden. Responsibility for traffic or parking violations will be transferred to you, and you will be charged a \$75 administrative fee for each invoice we receive. If your travel requires the use of toll roads, you are free to pay at the plazas, or bring your own toll tags.

**Awning:** The awning must be retracted when winds exceed 15 mph, at night, or any time the RV is left unattended, or in motion. Replacement cost varies up to \$4,000. They can be damaged very easily due to weather or accidental misuse. Awnings ARE NOT COVERED by insurance. Damage to awnings, including damage while driving (tree, toll road, etc.) are 100% your responsibility and will exceed your security/damage deposit amount.

**Roof Access:** Access to the roof is strictly prohibited. No renter or family member shall attempt to climb onto, sit, walk on, or otherwise access the roof of the RV at any time for any reason. Renters will be responsible for any damage caused by any misuse of the roof, which can be in excess of \$10,000 for replacement.

**Odors / Cooking:** We do not allow anything that can create a strong smell inside the RV that is difficult to remove, such as raw fish storage, cooking with heavy spices, and/or deep frying. Deep fry cooking with grease causes excess odor and grease buildup within the RV. Removal of such odors and buildup requires the use of chemicals and extensive professional cleaning at the cost of the renter. Outdoor propane griddle is available for rent for \$10 per day.

**Pets:** As pet owners ourselves, we understand that pets are just as much a part of your family as anyone else. Please clean up after yourselves as well as your pets. The unit is thoroughly sanitized after each use per COVID standards; however, any excessive cleaning will result in a \$100 cleaning fee. Pets are not to be left unattended inside the camper for any length of time. Pets cannot under any circumstances ride in the RV while the vehicle is in motion. Pets must be transported inside your vehicle. Our unit is a pet friendly rental. Please be aware of any allergic reactions that may occur from coming in contact with any pet dander, saliva, fur, hair, etc. Pet allergens include but are not limited to cats and dogs. Charles and Lisa Canfield will not be held responsible for any possible reactions occurring due to contact with pet allergens.

**Furniture:** Please protect furniture and upholstery from activities that cause stains, damage, and soiling. Excess cleaning required to recover the cleanliness of the unit and upholstery to a clean and neutral state will result in additional charges assessed and will be taken from the security deposit.

**Cleaning:** We sanitize between every rental to help protect the safety and well being of all guests; however, we do ask that you return the camper in a clean and tidy manner. Usage of chlorine bleach will cause damage to the sewage tanks, furniture, and flooring, and therefore is strictly prohibited. Chlorine bleach is harmful to campground sewage systems, as well as wildlife. The renter is responsible for damages caused by use of chlorine bleach. Preferred cleaning products as well as a broom and dustpan are provided. We will charge a cleaning fee of \$150 if the camper is returned in a condition that requires excessive cleaning.

**Appliances:** The A/C, awning, radio, microwave, refrigerator, televisions, jacks, etc. are convenience items only. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to call the emergency contact, Lisa or Charles immediately at (734) 546- 0524.

**Amenities:** Any amenities included with the rental are inventoried and intended for use during the stated rental period only and are not to be removed from the unit. Renters will be charged a replacement cost for any items indicated as missing on the inventory checklist.

**Propane:** Propane is considered a normal cost on the renter's use. You will be provided with a full or near full tank, we request that you return it in the same condition. Propane tanks are to be refilled only and are not to be exchanged for a new tank.

**Storage:** Hooks have been provided inside the unit to maximize storage space and allow the use of hanging some items. These hooks have a 5lb weight limit each. Any damage due to exceeding weight limits will be the responsibility of the renter. All items in the unit MUST be stowed, and properly secured before traveling. Counters must be clear, and cabinets must be securely latched. Failure to do so will be the responsibility of the renter if any damage occurs.

**Waste Holding Tanks:** During usage, ensure that black tank valve stays closed until ready to empty. The tanks require adequate liquid to break down solids. Without water in the tank, the solids will build up and harden, and may require repair. Both waste holding tanks must be emptied prior to return & valves left CLOSED. A dumping fee of \$30 will be charged if we are required to dump either the gray and/or black tanks upon return.

**Sink Usage:** Please do not allow any grease or food debris to be placed in sink drains. Sink drains and gray tank cannot accommodate grease or food debris and is designated for soapy water only. The renter will be responsible for the cost of repairs and the loss of use.

**Toilet usage:** Putting anything other than human waste and supplied RV toilet paper in the toilets will result in an extra cleaning fee and possible repair charges. Any sanitary products, paper towel, tissue paper, facial wipes, cleansing wipes, etc. can cause significant damage, and any repairs will be the responsibility of the renter. Adequate water is required for the toilet to function properly. Please do not attempt to conserve fresh water by limiting the amount of water used while flushing the toilet. Damage to the toilet and/or black tank due to misuse will result in either a repair or service fee.

**Rear Bumper:** The rear bumper houses the sewage hose, and spare tire. It cannot support any additional weight, and therefore is prohibited from attaching anything additional to, or under it. It cannot under any circumstances be utilized for bike storage, towing, etc.

**Damage / Minor Repairs:** If the RV and/or any contents inside the RV are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company, and contacting Lisa or Charles immediately at (734) 546-0524.

a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. 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, ice chest, etc.) the item you purchased, and the receipt must be surrendered upon return if you want reimbursement.

b. Any damage done to the interior of the camper is typically not covered by insurance. Any damage found upon return that was not documented at pick-up will be the responsibility of the renter. At check out, we will estimate the damage, if any, and expedite the cleaning and/or repair. If a professional estimate is needed for extensive repairs, it will delay or impact the return of any security deposit.

**Personal Property:** Lisa Canfield, Charles Canfield and any of our agents are released from all claims for loss of, or damage to your personal property or that of any other person, which was left or carried in or on the RV, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

**Personal Injury:** Lisa Canfield, Charles Canfield, and any of our agents are released from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.

**Liability:** Lisa Canfield, Charles Canfield, and any of our agents are released from all claims against anti-sway weight distribution hitch malfunction. This includes but is not limited to claims for injury, including personal, bodily, or mental injury. This also includes but is not limited to loss of personal property, damages to personal property, and damages to third party property.

Severability: If any provision of this Agreement is judicially determined to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect.

Attorney Fees: In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

Agreement: This Agreement constitutes the entire agreement between the parties regarding the rental of the RV and supersedes all prior oral or written agreements or understandings regarding this subject matter. No term of this Agreement can be waived, modified, or amended, except by an agreement in writing that we the owners have signed.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

I understand that COVID-19 adds certain considerations to the RV rental. I understand that it is my sole responsibility as a renter to ensure that those considerations are understood. Owners Charles and/or Lisa Canfield, any person contracted to, volunteering for, or any member of their families are not responsible for any issues relating to COVID-19. This includes property damage, bodily injury of any sort, illness, or death. Should any loss of any kind occur, I waive all liability claims against the Property Manager(s) and Owner(s). The following considerations should apply to the duration of the rental period:

- a. All renters should wear a face mask
- b. A maximum of two renters may be present at the orientation
- c. To the extent possible, renters must maintain physical distance of 6 feet
- d. Any renter running a fever or coughing must not participate in the orientation
- e. Disinfectant wipes and/or spray is available in the RV and have been used to disinfect all surfaces
- f. Hand sanitizer is provided in the RV, we strongly recommend that you also provide your own hand sanitizer

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

FEES ADDENDUM: BY ACCEPTING KEYS TO THIS RENTAL YOU ARE AGREEING TO, AND 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.

- LATE DROP OFF PAST 4PM WILL RESULT IN A \$40 PER HOUR FEE
- KEY REPLACEMENT \$50 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.
- TANKS RETURNED THAT HAVE NOT BEEN EMPTIED WILL BE CHARGED \$30 UPON RETURN.
- SHORE-POWER ELECTRICAL CORD REPLACEMENT \$150 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD OR SURGE PROTECTOR
- SEWER HOSE REPLACEMENT \$150 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.
- CLEANING \$150 FOR ANY EXCESSIVE CLEANING REQUIRED AFTER RETURN.
- SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR FORFEITURE OF ENTIRE SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.
- DAMAGE TO OR LOSS OF THE WEIGHT DISTRIBUTION HITCH AND ITS COMPONENTS WILL RESULT IN A \$950 FEE
- DAMAGE TO OR LOSS OF THE RV OBSERVATION CAMERA AND ITS COMPONENTS WILL RESULT IN A \$500 FEE
- CAMPGROUND RESERVATION REIMBURSEMENT PLUS \$40 ADMINISTRATIVE FEE
- TRAFFIC VIOLATION REIMBURSEMENT PLUS \$75 ADMINISTRATIVE FEE