# Seays Traveling Trailer

# Supplemental Rental and Rules Agreement

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. <u>Training</u>: When you pick up the TT, we will complete a pre-rental orientation of the Travel Trailer ( TT ) that will take about 30-90 minutes depending on any prior experience you have with a travel trailer. It takes time to do a walkthrough so please plan accordingly.
- 2. No Refunds for Early Returns or Pickups: If you return early, we do not refund the days you will/do not use. This includes if you have an accident or crash in the TT; 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. Due to the current events happening around the country of the United States of America and the pandemic that has swept the Globe, for any reason, that you the renter or passenger need to return early due to Covid-19 testing or being identified as being positive for Covid-19, a partial refund can be negotiated with the owners.
- A fee of \$65 per hour will be charged if the TT is returned later than the agreed upon time. If the TT is returned after dark, it will be checked the next day during daylight hours and any applicable damages will be applied to your security deposit. All drivers must be at least 25 years old and must be listed on the contract when you pick up the TT. NO EXCEPTIONS.

Example: 1-60 minutes late return \$65 61-120 minutes late return will be an additional \$65,

**4.** <u>Travel Restrictions</u>: 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.

etc.

- Toll Roads, Red Light Cameras, Parking Tickets, etc: Toll invoices are a major burden and, if we receive any, a \$100 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 \$100 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 \$100 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.** <u>Campground Reservations</u>: 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.

- 7. Awning: We do not allow the usage of the exterior awning. This is for your own protection as well because they are NOT COVERED by insurance and they are 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: At this time, a Generator is not provided by the owner. If the renter chooses to use their own generator, a hook up and break down will be done during the walkthrough, the Renter is responsible for bringing the generator with them at the time of pick up. The following rules/guidlines will apply and be adhered to:
  - a. Do not use the generator inside the TT, it must be kept outside at a minimum of 25 feet.
  - b. Do not leave the TT while generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons.
  - c. Your generator must be a minimum of 3500 watts to run the electrical systems within the TT without causing a power issue.
  - d. You, the renter, will assume all responsibility for all damages caused using a generator to the TT and its electrical system.
- **9.** <u>Tires</u>: The TT Tires have been inspected by the owner(s), their affiliate, ASE Certified Mechanic, Certified Tire technician. In the case of a "blow out" the tire will be replaced with a "like tread tire" at the expense of the renter. The renter will provide the original receipt indicating:
  - a. Business name
  - b. Address
  - c. Phone number
  - d. Name, ID number, employee identification
  - e. <u>Date</u>
  - f. Cost

It is recommended by the owner that a Discount Tire Inc. or affiliate company be used as the tires are insured/protected by Discount Tire Inc. under the owner's name and phone number. Tax for any replacement or repair will not be returned. If the tire can not be repaired, one half of the cost of the tire alone will be returned to the renter.

- 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. Pets: You MUST have approval from us before allowing a dog in the TT. There is a limit to the number of dogs allowed in the TT, usually to two, but it will be based on the weight of the animal(s). Dogs are not allowed on top of any upholstered area due to the soft material and the likelihood that they will scratch the material. We do not charge an extra fee for a dog;

however, if any damages occur, you will forfeit your entire security deposit, and any excess damage will be charged accordingly. If any evidence of odor, fleas, bodily waste, or substantial 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 \$90.00 fee to your booking. Please provide a receipt of the propane being filled or the charge of \$90.00 will be applicable. Both tanks are labeled if either are missing their labels or are damaged replacement cost will be applied in addition to the \$90.00 fee.
- 13. <u>Waste Holding Tanks</u>: 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 TT 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 to remove.
  - a. Waste holding tanks (Gray and Black) must be emptied prior to return/pickup and valves left closed upon arrival at the drop off location (the owners home), and the screw cap left on.Regardless if the tank readers are displaying empty, if water a discolored water is discharged from the tanks during return inspection, you will be charged a \$250 dump fee, NO EXCEPTIONS. (See Camper Setup document for more detailed information and tips for dumping/flushing the black and gray tanks).
  - b. RVDUMP.COM has an extensive list of dumping areas either around the renter's location or the owners upon return, which may or may not charge a fee varying from free to \$100.00. It is the renter's choice to pick which location to use.
- 14. Cleaning: Unless you select to add cleaning with your booking, the TT must be returned with a clean interior and empty tanks. "Clean" means, as you received it or better. If you add the cleaning service fee of \$120.00 to your booking, the TT does not have to be returned clean, however it cannot be "trashed" or so dirty that it is beyond what is reasonable for a vacation.
  - a. A Deep Cleaning Fee of \$350 will be charged if TT is returned unclean and requires extensive amounts of cleaning or reconditioning.
- 15. <u>Smoking</u>: There is <u>NO SMOKING</u> allowed in or around the TT. If smoke (including cigars, pipes, drugs, etc.) is detected you will be charged a fee of \$550. **NO EXCEPTIONS**.
- 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 and

renter held legally accountable for actions taken with the TT while in their possession.

- 17. Odors/Cooking: We do not allow anything that can create a strong smell in the TT that is difficult to remove, such as the storage or cooking of fish, bacon, deer, etc. This must be done outside the TT. If odors are detected you be charged the Deep Cleaning Fee of \$350.
- 18. Rental Period: The Rental period is determined by the site of the rental contract. The times and dates are semi-flexible. If conducting a delivery, if the renter is beyond a reasonable amount of time past the site time agreement the renter will be changed in the same manner as a late return.
- 19. <u>Damage/Minor Repairs</u>: Any damages need to be reported to the owner(s) immediately. If the potential repair is minor, you may make the repair after consulting the owner(s). Replacement of defective parts and receipt must be brought back for POSSIBLE reimbursement. There will be NO reimbursement if you do not bring back 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 if you want reimbursement.
  - i. Renter Damages: If the TT, 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. The Renter is responsible for obtaining a police report, and notifying the owner(s) immediately.
- Q1. Towing Safety: It is required that the sway/stabilizer/weight distribution bars, which are provided, be always used while towing the TT. Remove the sway/stabilizer bars prior to backing into a parking space or TT/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 TT's are much taller than the average vehicle and are not equipped to withstand an impact with a 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 TT, including damage while driving (tree, toll road, low overpass, drive-thru, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. The dimensions of our travel trailer are listed on the first page of this Supplemental Rental and Rules Agreement. It is advised that you never attempt going through a drive-through towing a TT- they are always too low.
- **21.** <u>Appliances</u>: The A/C, radio, microwave, refrigerator, 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.

- **22.** <u>Camper Abandonment/Owner Retrieval</u>: If for any reason you abandon the TT, you will be charged a \$3,500.00 fee for Abandonment and Retrieval-plus any applicable fees for ANY lost/missing keys or items/parts from the TT. Abandonment means leaving the TT with no intention of returning to it or delivering it back to owner drop-off location. In the event you abandon the TT without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
  - a. If for any reason you are unable to deliver the TT back to owner at drop-off location, you agree to pay a retrieval fee of \$3,500 unless other terms have been agreed to by **BOTH** renter and owner(s).
- 23. <u>Lockout/Lost Keys</u>: In the event a lockout occurs you agree to pay \$5.00 per mile round trip for owner to drive and unlock TT and a fee of \$25 <u>PER</u> missing key. If owner is en route and key is found and TT is unlocked, you will only need to pay for mileage up to that point round trip which proof of mileage by both the use of Outdoorsy Chat and an emailed picture of the owners Odometer. If no lockout occurs but a key is missing upon return of TT, you will be charged a \$25.00 fee <u>PER</u> key which will be withheld from your deposit.
- **24.** Extra fees: You may elect to add certain "extras" to your booking if you like. If you did not elect extra fees at the time of booking, such as the cleaning fee, etc., you can elect to have them deducted from your deposit.
- **25. GPS Tracking:** The travel trailer has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason. Your destination will be tracked via the GPS tracking device and 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 TT to owner immediately, and **NO REFUND** will be granted for unused rental dates.
- **26.** 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 TT during your rental period and day of return.
- **27.** Personal Injury: You release owner(s) their families, friends, legal aids, their affiliates, co-workers and places of employment from all claims for injury, including, without limitation, 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.
- **28.** <u>Severability</u>: 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.

- **29.** <u>Modifications/Waivers</u>: No provision within this Supplemental Rules and Rental Agreement/ Owners Rental Agreement can be waived or modified for any reason except in a written document that the owner(s) have signed.
- **30.** <u>Damages Above Security Deposit/Insurance Claims</u>: 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.
  - a. In the event there are damages requiring a claim(s) to the insurance administrator for the rental platform, you agree to allow your credit card to be charged for the full amount of the insurance deductible, plus the fee for processing any claim(s).
- **31.** Return/Pick up: When the TT is returned or picked up, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle or hitched to the owners vehicle. Once the TT has been unhitched drop off or hitched for pick up, the TT will not be allowed to be taken by the renter anywhere else and rental period will be considered complete. A preliminary walk through will be completed and a precursory Return Form will be provided. 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 within 48hours..
- **32.** <u>Credits</u>: 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), any and all systems within the TT that were working at pickup (refrigerator, heater, lights, sound system, etc.), damages to any part(s) of TT whether the renter was at fault or not, or due to renter's or any guests' negligence.
- **33.** 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.
- **34.** <u>Security Deposit</u>: Your security deposit will be refunded after the TT has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 48-72 hours post rental period.

Renter Signature and Date
Renter Printed Name and License Number
Renter Address and Phone Number
Owner Signature and Date

### SELECTION OF EXTRA FEES

Initial items you would like.

\_\_\_\_ Cleaning fee: I do not want to clean the trailer upon return - \$120.00.

\*\*\*Please note paragraph #13 in rental contract\*\*\*

Propane fee: I do not want to refill the propane tanks - \$90.00.

#### 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.

<u>WASTE TANKS NOT EMPTIED</u>: \$250 charge will be assessed if black and gray tanks are not emptied prior to return. \*\*\*Please note paragraph #13 in rental contract\*\*\*

**SMOKING IS STRICTLY PROHIBITED**: \$550 charge will be assessed if the smell of smoke is detected in the TT. \*\*\*Please note paragraph #13 in rental contract\*\*\*

**LATE RETURN:** \$65 per hour charge will be assessed if TT is returned later than agreed upon time. \*\*\*Please note paragraph #13 in rental contract\*\*\*

PETS: Pets authorized in writing at time of booking or otherwise arranged are welcome in the trailer free of charge. Should any damage occur because of your pets, you are responsible including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture. You will forfeit your entire security deposit and, any excess damage will be charged accordingly.

a. Any evidence of odor, fleas, bodily waste, or substantial amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of \$200.00.

**TOLL INVOICE: \$100** charge will be assessed plus the cost of toll charge for EACH invoice received.

<u>CLEANING</u>: \$120.00 charge will be assessed if TT is returned unclean or in a condition less than received.

 $\underline{\text{DEEP}}$  CLEANING: \$350.00 charge will be assessed if TT is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean or recondition.

 $\underline{\text{LOCKOUT}}$ : a charge of \$0.75 per mile will be applied for the owner to travel to the TT and unlock it.

MISSING KEY(S): \$25.00 charge will be assessed per each missing key(s).

<u>ABANDONMENT/RETRIEVAL</u>: \$3,500 charge will be assessed if renter abandons TT at any location or any time during rental period and owner must recover TT, or if owner must retrieve the TT 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 25%.

Renter Signature and Date

Renter Printed Name and License Number

Owner Signature and Date

Owner Signature and Date

### Waste Tanks Addendum

Most renters are not familiar with properly operating a TT'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. You will be provided with a Camper Setup document or video that will go into considerable detail regarding the proper dumping of these tanks to accommodate the walk though that is done at pick up.

## DO NOT EVER LEAVE THE BLACK OR GRAY TANK VALVES OPEN DURING USAGE!

TT safe toilet paper will be provided, and we ask that this is the **ONLY** thing except for human bodily waste put into the black tank. No other items, including feminine napkins, tampons, diapers, tissues, paper towels, etc., should be put into the black tank or a clog may result.

There is to be  $\underline{NO}$  food, or any other item, other than sink and shower water, placed into the gray tank. Any amounts 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 TT, 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 \$250 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 TT has been unhitched you will not be permitted to leave again with the TT

\*\*ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF

enter Signature and Date
enter Printed Name
wner Signature and Date

Owner Printed Name