

Supplemental Rental and Rules Agreement

VIN-3C6TRVBG9KE533072

Owners: Christy Tull – 214-546-9944

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot of information, but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later. This agreement is a mandatory prerequisite to being allowed to use the Campervan during your rental period.

- 1. Training:** Before the start of your trip, it is required to complete a pre-rental orientation of the RV. This orientation will take about 30-45 minutes, depending on any prior experience you have with a Campervan. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. No Refunds for Early Returns:** If you return the Campervan early, we do not refund the unused days/time. This includes if you have been in a motor vehicle accident with the RV; 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 Campervan is returned later than the agreed upon time. If the Campervan is returned after dark or while the owner is unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be charged against your security deposit. The renter forfeits their right to complete a return walkthrough with owner, if the unit is returned at a time different than indicated in line item # **21**. All drivers must be at least 25 years old and must be listed on the contract when you pick up the Campervan. **NO EXCEPTIONS.**

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

- 4. Toll Roads, Red Light Cameras, Parking Tickets:** You are responsible to disclose any tolls, red light tickets or parking tickets to owners at the time you return the Campervan. Toll invoices are a major burden. If we receive any tolls, tickets or fees related to your rental, a \$70 administration fee plus the cost of the bill for EACH invoice will be charged to you. 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.*
- 5. Campground Reservations:** We are not responsible for campground reservations – including cancelations for COVID. All campground reservations must be made separately from your reservation with us, 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.
- 6. Rooftop Usage:** We do not allow the use of the Campervan 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.
- 7. Pets:** \$250.00, per day will be charged against the security deposit if any pet is in the Campervan at any time. **ADDITIONALLY**, if any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and you agree to pay any excess damage fees.

Renter Initials: _____

- 8.** Waste Holding Tanks: Waste holding tanks (Gray and Cassette) must be emptied prior to return. If cassette (toilet) tank is not EMPTY, you will be charged a \$150 dump fee. NO EXCEPTIONS.
- 9.** Cleaning: We do NOT charge an up front cleaning fee. The Campervan must be returned with a clean interior and empty toilet cassette and gray tanks. "Clean" means, as you received it or better – as shown in the Campervan condition acknowledgement. If you return the Campervan dirty, you agree to pay a \$150 cleaning fee. Things like glitter, silly string, hair color, nail polish, etc can cause a lot of damage and should not be used in the Campervan.
- 9a. A Deep Cleaning Fee of \$300 will be assessed if Campervan is returned unclean AND requires more than a surface cleaning or any reconditioning.
- 10.** Smoking: There is NO SMOKING allowed in the Camper. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. NO EXCEPTIONS.
- 11.** NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the Campervan is returned with any evidence of drug use or the transportation of drugs, it will result in law enforcement being called for a report and to collect the evidence. Marijuana may be legal in Montana as of 2022; however, it is NOT allowed in the Campervan and will result in a 1000.00 fee.
- 12.** Odors/Cooking: We do not allow anything that can create a strong smell in the Campervan that is difficult to remove, such as the long term storage or cooking of fish, deer, curry etc. These must be prepped/cooked outside the Campervan. If food/cooking odors are detected you will be charged and agree to pay the Deep Cleaning Fee of \$300. The stove is to be used outside.
- 13.** Rental Period: _____ at _____: _____ am/pm, until
_____ at _____: _____ am/pm.
- 14.** Damage/Minor Repairs: Any damages/issues/problems/repairs 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. If you purchase an item necessary due to an equipment failure the item you purchased and the receipt must be surrendered upon return of the Campervan, if you want reimbursement. Should you make a repair without consulting us first, or without following written/oral instructions given, you assume liability for the repair and any subsequent repairs needed.
- 15.** Renter Damages: If the Campervan, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to 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, RVShare, etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the Campervan is charged to the renter, via cash upon return or charged to your security deposit.
- 16.** Appliances: The microwave is a 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.

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- 17. Camper Abandonment/Owner Retrieval:** If for any reason you abandon the Campervan, 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 Campervan. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to owner/drop-off location, before the end date/time of your rental period. 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.
- 18. Lockout/Lost Keys:** In the event a lockout occurs you agree to pay 4.00 per mile, round trip, for owner to drive and unlock Campervan. If owner is in route and key is found and Campervan is unlocked, you will only need to pay for mileage up to that point round trip. 350.00 fee will be charged for any missing key.
- 19. Personal Property:** The personal property you bring is your responsibility, and by signing this agreement, you release the Campervan 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 Campervan during your rental period and day of return.
- 20. Personal Injury:** You release the Campervan 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.
- 21. 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.
- 22. Modifications/Waivers:** No provision within this Supplemental Rules and Rental Agreement can be waived or modified for any reason except in a written document which the owner(s) signed.
- 23. 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 Campervan owner(s) any monies due and allow the rental platform company to charge your credit card on file for said charges, plus processing fees.
- 24. Campervan Return:** When Campervan is returned, you agree that it will be free from damages, cleaned, and tanks emptied. (This is for insurance purposes) A preliminary walk through will be completed. Photos will also be taken by owner for reporting to rental platform &/or insurance. Once a thorough inspection has been completed by the Campervan owner, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.
- 25. 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. Damages to any part(s) of Campervan whether the renter was at fault or not, or due to renter's or any guests' negligence.
- 26. 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.
- 27. Security Deposit:** Your security deposit will be refunded (by the rental platform) after the Campervan has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
- 28. Speed Limit:** While driving the Campervan, 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 70 miles per hour.

Renter Initials: _____

- 29.** Dry Camping/Boondocking: Camping without hookups (water, sewer, power) restricts the capabilities of the Campervan. You are limited to fresh water tank, grey holding tanks, 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, and any unmet expectations due to use without hookups.
- 30.** Hold Harmless: Renter agrees to hold harmless the owner of the rented Campervan, at all times, for all situations. Renter assumes all risk when renting Campervan, 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 Campervan is used during the rental period.
- 31.** This agreement serves as a supplement to the rental agreement, regardless of the rental platform (Outdoorsy, RVShare, etc) and supersedes all contradictory terms of the platform rental agreement, if any. This agreement also supersedes any contradictory terms and conditions listed on the rental platform.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

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/RVShare &/OR THE ACTUAL Campervan OWNER **Christy Tull** TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

CASSETTE WASTE TANKS NOT EMPTIED: **\$150** charge will be assessed if black tank is not emptied prior to return.

SMOKING IS STRICTLY PROHIBITED: **\$1500+** charge will be assessed if the smell of smoke is detected in the Campervan.

LATE RETURN: **\$50** per hour charge will be assessed if Campervan is returned later than agreed upon time.

Renter Initials: _____

PETS: Absolutely no pets are allowed and will incur a \$250.00 PER DAY FEE. 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.

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

CLEANING: **\$150** charge will be assessed if Campervan is returned unclean or in a condition less than received.

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

LOCKOUT: \$4.00 per mile round trip for owner to come and provide spare key (maximum 200 miles) payable in cash at the time the replacement key is exchanged. **\$350** fee for any missing key.

ABANDONMENT/RETRIEVAL: **\$3,000** charge will be assessed if renter abandons Campervan at any location at any time during rental period which leads the Campervan owner to recover the Campervan, or if owner must retrieve the Campervan for any reason other than what has been discussed at time of booking.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Renter Initials: _____

RENTER IS RESPONSIBLE FOR MAKING NOTE OF ALL EXISTING DAMAGE BELOW, BEFORE LEAVING WITH THE RV. Failure to list something constitutes the Renter's agreement that such damage did not exist at the time of pickup/delivery.

Interior:

Exterior:

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Renter Initials: _____