Supplemental Rental and Rules Agreement ENJOYTRAILER LLC

Owners: Maria Dmitrieva & Elizaveta Samokhvalova

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 RV during your rental period.

1. Training: Before the start of your trip, it is required to complete a pre-rental orientation of the RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.

2. No Refunds for Early Returns: If you return the RV 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. 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 RV that were working at pickup (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.

4. Fee for Late Returns: A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon time. The agreed time can be later than regular drop-off time with an appropriate fee discussed in advance. If the RV is returned after dark or while the owner is not at the storage/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, in case of self-drop-off.

5. RV Return: When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied (if no dump fee added) BEFORE it has been unhitched from your vehicle. Once the 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). Once a thorough inspection has been completed by the RV owner, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.

6. 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.

7. Travel Restrictions: 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. Driving on unapproved roads will result in the forfeiture of your entire deposit. Staying inside the trailer while driving is prohibited.

8. 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 RV. 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. *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.*

9. Towing Safety: you must tow the RV observing all the rules of the road. Please remember that trailers are much taller than the average vehicle and are 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 RV, including damage while driving (tree, 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 rental listing. Never attempt going through a drive-through towing a trailer.

10. 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 the 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 55 miles per hour. When towing, you are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.

11. Parking Safety: the renter is fully responsible for parking of the trailer including but not limited to any delivery by the owner. The renter must control and manage all the parking processes: backing up into a parking space, levelling RV on the parking space, leaving the parking space with disconnected wires and hoses, etc. If it is done by the owner, the renter must check all the stages of the processes. It is required that the provided stabilizer jacks be retracted while parked and be always out while the trailer is parked. All damages to the RV, including damage while RV is parked by the renter, or the owner are 100% your responsibility and may exceed your security/damage deposit amount. The dimensions of our travel trailer are listed on the rental listing or on the site of manufacturer. If Back-up camera was given to a renter, it requires return or \$500 will be deducted from the deposit.

12. Tires: The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period but if a tire has low pressure, you need to refill it with air. There is also a spare tire included on the back, in the rare event a flat tire/blowout occurs. The condition of the tires when returning the trailer should be the same as when leaving. Any damages to tires during your trip are 100% your responsibility and may exceed your security/damage deposit amount.

13. GPS Tracking: The RV has been equipped with a GPS tracking device for safety and must not be removed/unplugged 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.

14. Driver's age: All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. No exceptions.

15. Appliances: The air conditioning, radio, fridge, microwave, television, stabilizing jacks, etc. are convenience items. If any malfunctions should occur during your trip with any of these items, no compensation or discounts will be made to you. In case of any malfunction please contact us immediately for assistance and we will do our best to troubleshoot.

16. Awnings: We DO allow the usage of the exterior awning but <u>advise using caution</u>! This is for your own protection, because they are 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 will exceed your security/damage deposit amount.

17. Generator: you must turn on the generator first, then connecting it to the RV. If do it in reverse order, electricity surges may occur. Any damages to the RV electricity system are 100% your responsibility and may exceed your security/damage deposit amount. Do not use generator inside the RV - it MUST be used <u>outdoors only</u>. The generator may not run the air conditioning in the RV. Do not leave the RV unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons. You, the renter, assume all responsibility for any and all damages caused to the RV & its appliances and systems by the use of a 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. You will be responsible for replacing the generator if it is stolen or lost during your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period. All leased cords for the generator must be returned, or their cost will be deducted from the deposit.

18. Propane: Any use of propane is free of charge, and any case of emptying the tank during the lease is not the responsibility of the owner.

19. Rooftop Usage: We <u>do not</u> allow the use of the RV 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.

20. Lockout/Lost Keys: In the event of a lockout or lock failure (and there are no additional set of keys at hand), you agree to pay .75 cents per mile, round trip, for owner to drive and unlock RV and a fee of \$35 PER missing key. If owner is in route and key is found and RV 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 RV, you will be charged a \$35 fee PER key. If RV 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.

21. Cleaning: The RV must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better – as shown in the trailer condition acknowledgement. Things like glitter, silly string, hair color, nail polish, etc can cause a lot of damage and should not be used in the RV. Thus, if you return the RV with traces of the abovementioned usage, or if RV is returned unclean AND requires more than a surface cleaning or any reconditioning, you agree to pay A Deep Cleaning Fee of \$300 cleaning fee.

22. Waste Holding Tanks: There should be <u>nothing</u>, 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. We ask that RV safe toilet paper is the <u>ONLY</u> 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 &/or repair to remove. If any of the waste holding tanks are clogged upon return, the \$300 fee will be applied and charged against your security deposit. Waste holding tanks (gray and black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON. If tank levels are not emptied prior to return, you will be charged a dumping fee. No exceptions.

23. Smoking: There is no smoking allowed in the RV. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. No exceptions.

24. No drugs: Any evidence of the storage, transportation, or u se of illegal substances will forfeit your entire security deposit. If the RV 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.

25. 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 food/cooking odors are detected you will be charged and agree to pay the Deep Cleaning Fee of \$300.

26. Pets: You must request & get owner approval *before* allowing a pet in the RV. The pet fee for each pet will be included in your payments. Owner reserves the right to accept or decline any pet, for any reason. Pets are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells, or other damage. 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. If any large amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee for it to be removed. It is strictly not allowed to leave any animals inside the trailer alone – if there is any evidence of animals being in the trailer without their owners, an extra payment of \$500 will be imposed.

27. 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 (sewer or water hose, etc.) the item you

purchased and the receipt must be surrendered upon return of the RV, 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.

28. Renter Damages: If the RV, 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, everything on the inventory list, 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 it is agreed that the owner repairs or replaces the damages on its side, the renter fully pays for the parts and the hours labor fee which may be up to \$250 per hour. 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 (RV Share, RVezy, RVnGo, etc) insurance policy does not cover interior damage or repairs. Damage to the interior of the RV is charged to the renter, via cash upon return or charged to your security deposit.

29. 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 RV owner(s) any monies due, also you allow the rental platform company to charge your credit card on file for said charges, plus processing fees.

30. Campground Reservations: We are not responsible for campground reservations – including cancellations for COVID, weather conditions or other reasons. All campground reservations must be made separately from your reservation with us. 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 or cancellations.

31. Dry Camping/Boondocking: Camping without hookups (water, sewer, power) restricts the capabilities of the RV. You are limited to freshwater tank capacity, black & gray tank capacities, battery capacity and 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. When dry camping, having a generator is a must, either rented or own. Any evidence of the absence of a generator during the trip leads to the deposit withdrawal.

32. Camper Abandonment/Owner Retrieval: If for any reason you abandon the RV, you will be charged a \$5,000 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 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.

33. Personal Property: The personal property you bring is your responsibility, and by signing this agreement, you release the RV 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.

34. Personal Injury: You release the RV 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. First Aid Kit: There is a first aid kit provided. Please use what you need, should it become necessary – once it is opened, you own it & will be charged \$15 (replacement value). In the event you use anything in it, take the kit with you – Since the first aid kit is a personal and bodily fluid/pathogen related item, it's not possible for us to pass it from renter to renter.

35. 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 dump fee, etc., you can elect to pay them at the time of pickup or have them deducted from your deposit upon return. The add-on fees applied to your security deposit may be assessed a processing fee depending on the platform up to %15.

36. 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.

37. 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.

38. Security Deposit: Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.

39. 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.

40. Litigation: the renter will be responsible for legal fees if it comes to litigation.

41. The agreement priority: This agreement serves as a supplement to the rental agreement, regardless of the rental platform (Outdoorsy, RV Share, 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.

Thank you for enjoying our trailers.