

Supplemental Rental and Rules Agreement

UNIT: 2021 WINNEBAGO SOLIS 59P

VIN: 3C6LRVDG4ME517880

OWNER: Spencer Simonsen

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Rental Period

	Date	Time
Pick Up		
Return		

Rental Specifications

Height	Width	Length	Fresh Cap.	Grey Cap.	Black Cap.
9'	6' 8"	19' 9"	21 gal	20 gal	5 gal

This supplemental rental and rules agreement will outline in detail what is expected during the rental period.

1) Training: During pickup of the rental, the renter will complete a pre-rental orientation of the rental that will take one to two hours, depending on any prior experience the renter has with operating an RV.

2) No Refunds for Early Returns: If the renter returns the rental early, the owner will not refund the days which the renter does not use. This includes if the renter has been in a motor vehicle accident with the rental. If the accident is not the renter's fault the renter may be able to recover their 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 rental is returned later than the agreed upon time. If the rental is returned after dark or while the owner is unavailable, it will be checked in the next day, during daylight hours. At check in time, any applicable damages will be applied to the renter's security deposit. Renter forfeits their right to complete a return walkthrough with the owner if the rental is returned at a time different than indicated above. All drivers must be at least 25 years old and must be listed on the contract when the renter picks up the rental.

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

4) 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 the renter's entire deposit.

5) Toll Roads, Red Light Cameras, Parking Tickets: This rental is equipped with a California FasTrak system. This system allows the renter to go through California tolls in the FasTrak lane and be billed automatically. After the renter returns the rental, the renter's FasTrak toll expenses will be deducted from their security deposit. Renter must ensure that the selector on the FasTrak unit on the windshield is set to the correct number of vehicle occupants while going through a toll plaza as required by the state of California.

Tolls that are received by the owner outside of the state of California (via toll-by-plate, mail, etc.) will be charged with an administrative fee of \$70 plus the cost of the toll for each invoice received and will be deducted from the renter's security deposit.

Responsibility for any traffic or parking violations will be transferred to renter and a \$70 administrative fee will be applied.

If the renter would like to use toll roads outside of California, it is recommended they pay at the plazas or bring their own toll tags.

6) Campground Reservations: Owner is not responsible for campground reservations – including cancellations for any reason. 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) Generators: If the renter chooses to use their own generator, the following rules will apply. Do not use a generator inside the rental - 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 for safety reasons. The renter's generator must be a minimum of 3500 watts to run the systems within the rental without causing a power issue. The renter will assume all responsibility for any and all damages caused to the rental by the use of a generator.

8) Tires: The tires on the rental have been inspected and checked, along with other parts, prior to the rental period.

9) Rooftop Access: Use of and access to the rental's rooftop is strictly prohibited. Any evidence of rooftop usage (shoe prints, trash, dents, etc.) will result in a complete loss of the renter's security deposit. In the event the damage is more than the renter's security deposit, the renter agrees to be fully responsible for the total cost of repair. The ladder attached to the rental is for use solely by the owner.

10) Pets: The renter **MUST** get owner approval before allowing pets in the rental. Owner reserves the right to accept or decline any pet, for any reason. Pets are not allowed on any upholstered area due to the risk of stains, smells or other damage. There is no extra charge for pets. If any pet damages occur, including evidence of pet urine or feces, the renter will forfeit their entire security deposit, and any excess damage will be charged to the renter accordingly. If any large amounts of pet hair are left upon return, the renter will be charged a full deep cleaning fee. (See Fees Addendum)

11) Propane: Propane must be refilled before the renter returns unless they have chosen to add this service (for the \$150 fee plus the cost of gas) to their booking.

12) Waste Holding Tanks: There should be nothing, including, but not limited to, feminine napkins or tampons, diapers, tissues, napkins, etc. put into the cassette waste holding tank as this may cause damage and require repairs.

There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food or drink particles put into the gray tank may cause damage and/or odors that may require additional cleaning and/or repair.

12a) Waste holding tanks (Gray and Cassette) must be emptied prior to return and valves left closed, and the screw cap left on. If tank levels do not read EMPTY on the control panel, the renter will be charged a \$150 dump fee.

13) Cleaning: The rental must be returned with a clean interior and empty tanks. A one-time \$150 cleaning fee is charged for each rental.

13a) A Deep Cleaning Fee of \$300 will be charged if the rental is returned in lesser than condition than received and requires additional cleaning.

14) No Smoking, Candles or Incense: There is **NO SMOKING OR BURNING** allowed in the rental. If smoke or other smells (including cigars, pipes, vapes, drugs, candles, incense, etc.) are detected the renter will be charged a minimum fee of \$1500.

15) Illegal Activity and Drugs: Any evidence of the storage, transportation or use of illegal substances or other illegal activity will forfeit the renter's entire security deposit. Any rental returned with any evidence of drug use, transportation of drugs or other illegal activity will result in law enforcement being notified.

16) Odors and Cooking: No cooking or storage is allowed that will create a strong or lasting odor in the rental. This includes, but is not limited to, the long term storage or cooking of fish, bacon, deer, etc. These must be prepped and/or cooked outside the rental. If odors are detected the renter will be charged a Deep Cleaning Fee of \$300.

17) Damage and Repairs: Any damages need to be reported to the owner immediately. If the potential repair is minor, the renter may make the repair after consulting the owner. The renter shall not repair anything until they've spoken to the owner about it. Replacement of defective parts and receipts must be brought back for reimbursement. There will be NO reimbursement if the renter does not bring back the defective part that was replaced and the receipt. If the renter purchases an item necessary due to an equipment failure (sewer or water hose, refrigerator, etc.) the item they purchased and the receipt must be included upon return of the rental for reimbursement.

18) Renter Damages: If the rental, 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 the rental period the renter is responsible for paying all damages, whether they were at fault or not, even 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 immediately. (A documented walk through will be completed, with renter present at the time owner takes possession)

19) Driving Safety: All damage to the rental, including damage while driving (tree, toll road, low overpass, drive-throughs, etc.), is entirely the renter's responsibility. Roof damage frequently exceeds security deposit amounts so it is important that renters do not attempt to go through drive throughs, parking garages or other places which have low ceiling heights.

20) Appliances: In case of any malfunction the owner should be contacted first for assistance so that troubleshooting and/or repair attempts can be made.

21) Rental Abandonment and Owner Retrieval: If for any reason the renter abandons the rental, the renter will be charged a minimum \$3,000 fee for abandonment and retrieval - plus applicable fees for any missing keys, items or parts. Abandonment means leaving the rental with no intention of returning it to the owner or drop-off location. In the event the renter abandons the rental without signing return documents, they agree to waive their right to dispute any claims due to damages, overages, or vandalism.

22) Lockout and Lost Keys: If the rental owner determines a locksmith is required for a lockout or lost key service, the full locksmith cost is to be paid by the renter at the time of service. Locksmiths must be approved by the owner prior to work.

23) First Aid Kit: There is a first aid kit provided. The renter should use what is needed in an emergency and inform the owner of any usage.

24) Extra fees: The renter may elect to add certain extras to their booking if they like. If the renter did not elect extras at the time of booking, such as the dump fee, etc., they can elect to have them deducted from their deposit. These elections should be noted at the end of this form.

25) Personal Property: The renter's personal property brought with them is their responsibility, and they release the owner from all claims for loss of, or damage to, their personal property, or that of any other person left or carried in or on the rental during their rental period and day of return.

26) Personal Injury: The renter releases the owner from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to the renter, their children, guests, or relatives during their rental period including return period.

27) 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.

28) Modifications and 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 has signed.

29) Damages Above Security Deposit and/or Insurance Claims: In the event there is any damage above the amount of the renter's security deposit, the renter agrees to pay the owner any amount due and allow the rental platform company to charge the renter's credit card for that amount plus additional processing fees.

30) Rental Return: When the rental is returned, the renter agrees that it will be free from damages, cleaned, and tanks emptied. Once the renter has returned the rental's keys to the owner, the rental will not be allowed to be taken anywhere else and the rental period will be considered complete. A preliminary walk through will be completed and a precursory Return Form will be provided. Photos will also be taken by the owner for reporting to the rental platform and/or insurance. Once a thorough inspection has been completed, any fees for damages, cleaning, dumping, or any other charges will be deducted from the renter's security deposit, if applicable.

31) 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 rental that were functioning at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of the rental whether the renter was at fault or not, or due to renter's or any guests' negligence.

32) Rental Period Extension: If, for any reason, the rental period is extended beyond the original rental period dates, the renter agrees that this document will also be extended, be valid and be enforceable for the entirety of their extended rental period.

33) Security Deposit: The renter's security deposit will be refunded by the rental platform after the rental has been thoroughly inspected and no issues or damages have been found. This inspection may take anywhere from 12-72 hours post rental return.

34) Speed Limit: The renter acknowledges the MAXIMUM allowed speed while driving the rental is 65 miles per hour.

35) Hold Harmless: The renter agrees to hold harmless the owner of the rental, at all times for all situations. The renter assumes all risk when the rental, and the 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 rental is used during the rental period.

Renter Printed Name and Date

Renter Signature

Renter Address and Phone Number

Owner Printed Name and Date

Owner Signature

Spencer Simonsen

Fees Addendum

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, THE RENTER UNDERSTANDS THERE ARE ADDITIONAL FEES THAT CAN OCCUR IF THE CONTRACT IS NOT FOLLOWED. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM THE RENTER'S SECURITY DEPOSIT, AND ANY ADDITIONAL COST, IF NECESSARY, WILL BE CHARGED TO THEIR BOOKING. BY SIGNING THIS, THE RENTER IS AUTHORIZING THE BOOKING PLATFORM AND/OR THE RENTAL OWNER TO CHARGE THE RENTER'S CREDIT CARD ON FILE FOR THESE ADDITIONAL FEES.

WASTE TANKS NOT EMPTIED: \$150 charge will be assessed if black and/or gray tanks are not emptied prior to return.

SMOKING AND BURNING IS STRICTLY PROHIBITED: \$1500+ charge will be assessed if the smell of smoke or burning is detected in the rental.

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

PETS: Pets authorized by the owner at time of pickup are welcome in the rental free of daily charge. Should any damage occur because of renter's pets, renter is responsible for costs related to damage including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture.

a. Any excessive amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of \$300.

TOLLS: Toll charges will automatically be assessed for any California tolls (via California Fastrak toll system). For tolls outside of the state of California, a \$70 service charge plus the cost of toll charge will be assessed for each invoice received.

PROPANE AND GAS: \$150 charge plus the cost of gas will be assessed if propane and/or gas tank(s) are not refilled upon return.

CLEANING: \$150 charge will be assessed for all rental periods.

DEEP CLEANING: \$300 charge will be assessed if the rental is returned in a condition less than received and requires additional cleaning.

MISSING OR DAMAGED KEY(S): \$400 charge will be assessed per missing or damaged key and/or key fob.

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

Renter Printed Name and Date

Renter Signature

Owner Printed Name and Date

Owner Signature

Spencer Simonsen

Waste Tanks and Water Fill Addendum

Most renters are not familiar with properly operating an RV's black and gray waste holding tanks and have many questions and concerns regarding this. This addendum is meant to clearly outline the renter's responsibility for properly using and dumping the waste tanks as well as filling the water, and the fees if not done correctly.

Owner will go into considerable detail during the pickup orientation and training regarding the proper dumping of these tanks as well as the filling of water in the rental. There are also step by step instructions on the guide provided by Winnebago (www.howtosolis.com). By signing this addendum the renter is agreeing that they have been taught and understand how to dump the tanks as well as fill the water.

NEVER LEAVE THE BLACK OR CASSETTE TANK DUMP VALVES OPEN DURING USAGE.

Toilet paper will be provided (Brand: Charmin Ultra Soft) and this should be the only item put into the cassette tank. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the cassette tank or damage may result.

There is to be NO food, drink or any other item, other than sink and shower water, allowed into the gray tank. Any amount of food or drink particles may result in damage and/or odors that may require additional cleaning or repair.

Waste holding tanks (Gray and Cassette) must be emptied prior to return and valves left closed, and the screw cap left on. When the renter returns the rental, the tank levels will be checked during the inspection and if the tank levels on the control panel do not read EMPTY, the renter will be charged a \$150 fee.

When filling the freshwater in the rental, the renter must always use the provided hose with the water filter and pressure regulator attached properly. Failure to use these items properly can result in major damage to the rental.

Renter Printed Name and Date

Renter Signature

Owner Printed Name and Date

Owner Signature

Spencer Simonsen

No Freezing Weather Addendum

BY SIGNING THIS ADDENDUM, THE RENTER AGREES NOT TO BRING THE RENTAL TO LOCATIONS WHICH COULD EXPERIENCE FREEZING WEATHER AT OR BELOW 32 DEGREES FAHRENHEIT UNLESS AN EXEMPTION IS AGREED UPON BY THE OWNER IN WRITING.

THE RENTER ACKNOWLEDGES THAT BRINGING THE RENTAL TO THESE FREEZING WEATHER LOCATIONS CAN CAUSE SEVERE DAMAGE TO THE RENTAL RESULTING IN THE TOTAL LOSS OF THEIR DEPOSIT AS WELL AS ADDITIONAL COSTS ABOVE AND BEYOND THEIR DEPOSIT AMOUNT.

IF DAMAGE OCCURS, THE RENTER AGREES THE COSTS WILL BE DEDUCTED FROM THEIR SECURITY DEPOSIT, AND ANY ADDITIONAL COST, IF NECESSARY, WILL BE CHARGED TO THEIR BOOKING. BY SIGNING THIS, THE RENTER IS AUTHORIZING THE BOOKING PLATFORM AND/OR THE RENTAL OWNER TO CHARGE THE RENTER'S CREDIT CARD ON FILE FOR THESE DAMAGES.

Renter Printed Name and Date

Renter Signature

Owner Printed Name and Date

Owner Signature

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