

Supplemental Rental and Rules Agreement

“2020 Cherokee Wolfpack 325Pack13”

VIN: 5ZT3CTYB7L1215142

Owners: Scott and Elesia Potter

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. Training:** When taking possession of the RV, we will complete a pre-rental orientation of the RV that could take up to two hours, depending on any prior experience you have with a Toyhauler/ Fifth Wheel. 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 days you will not use. This includes if you have been in a motor vehicle accident (MVA). 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 RV is returned later than the agreed upon time. If the RV is returned after dark or while owner is not home/unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be applied to your security deposit. 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 # 19. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS. All efforts will be made on the owner's end to work with the renter on an agreeable return time.

Example: _____ 1-60 minutes late return \$50
_____ 61-120 minutes late return will \$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. Always best to ask first! Driving on unapproved roads will result in the forfeiture of your entire deposit. The RV is monitored via a GPS unit, so location can be tracked.
- 5. Toll Roads, Red Light Cameras, Parking Tickets:** Toll invoices are a major burden, and if we receive any a \$70 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 \$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.*
- 6. Campground Reservations:** We are not responsible for campground reservations – including cancelations for COVID. 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. Awnings: We DO allow the usage of the exterior awning, but advise using caution! Awnings are NOT to be used if it is windy or raining heavily outside. This is for your own protection as well 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.

8. Generators: While unlikely, If you choose to use **your own** generator, the following rules will apply. Do not use generator inside the RV - **it MUST be kept outside**. Do not leave the RV unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons (unless permissible). **You must** have a **50 amp plug** to run the entire rig. 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.

For the onboard generator, there are 8 (EIGHT) hrs included in the rental for free. Anything over will be \$10/hr extra.

Generator hrs at dropoff _____

Generator hrs at pickup _____

9. Tires: RV tires are partly filled with nitrogen as it does not cause pressure fluctuations. The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period but if a tire seems low you can refill it with air. Any and all tire damage and fees are the responsibility and liability of the owner.

10. Rooftop Usage: We **do not** allow the use of the travel RV'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. Dogs/Cats: NO DOGS. NO CATS. Too unpredictable and we have children with animal allergies.

12. Propane: Propane must be refilled before you return unless you have chosen to add this service (for the \$50 fee) to your booking.

13. Waste Holding Tanks: 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 many rolls of RV 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 &/or repair to remove.

14. Cleaning: The owner does not require the wastes tanks to be empty upon return. However, the RV must be returned with a clean interior. "Clean" means, as you received it or better – as shown in the RV condition acknowledgement. If you return the RV dirty, you will be charged a \$200 cleaning fee. A deep cleaning fee of \$300 will be charged if the RV is returned unclean AND requires more than a surface cleaning or any reconditioning. **There will be cleaning supplies provided, and they are located under the kitchen sink.**

15. Smoking: There is **NO SMOKING** allowed in the RV. If smoke (including cigars, pipes, hookah, vapes, drugs, etc.) is detected the renter shall forfeit their entire security deposit. **NO EXCEPTIONS.**

16. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the RV is 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. We use this camper for our own family travels. If you choose to partake in drugs or any other illicit activity, please do it away from our camper. Please respect our property.

17. 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 odors are detected, you will be charged the Deep Cleaning Fee of \$300. There is an optional grill for your use, if needed in the preparation and cooking of smelly food items.

18. Rental Period: _____ at __:____ until * Arranged with renter*
_____ at __:____

19. Damage/Minor Repairs: Any damages 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. 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, 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, you assume liability for the repair and any subsequent repairs needed.

20. 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, 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, RV Share, 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.

21. Towing Safety: Renters are not permitted to tow a trailer and/or vehicle on this RV.

22. Appliances: The A/C, radio, microwave, television, 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 and we will do our best to troubleshoot or attempt to have someone come to you for repairs.

23. Camper Abandonment/Owner Retrieval: If for any reason you abandon the RV, 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 RV. Abandonment means leaving the RV with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the RV without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism. Any damages that occur between the time of abandonment and when the owner retrieves the RV shall be at the liability and responsibility of the renter.

24. Lockout/Lost Keys: In the event a lockout occurs you agree to pay .75 cents per mile, round trip, for owner to drive and unlock the RV and a fee of \$25 PER missing key. If owner is en 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 \$25 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.

- We have recently installed RVLock in the main entrance door with a code. The garage door key is still accessible and will be provided.

- 25. 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 late return fee, etc., you can elect to have them deducted from your deposit. These elections should be noted on this form at the end.~~
- 26. Personal Property:** Your personal property brought with you is your responsibility, and you release the RV owner 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.
- 27. Personal Injury:** You release owner 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.
- 28. 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.
- 29. Modifications/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.
- 30. 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 owner any monies due and allow the rental platform company to charge your credit card on file for said charges, plus processing fees. Should the damage be covered by the rental platform's insurance, efforts will be made to use said insurance. However, if the insurance claim does not cover the full cost of repair, the renter shall remain liable for the difference to cover the full cost of repair(s). The owner shall provide all receipts for repairs upon request by the renter.
- 31. RV Return:** When RV is returned, you agree that it will be free from damages, and cleaned **BEFORE** it is returned. A preliminary walk through will be completed and a precursory Return Form will be provided. Photos will also be taken by owner for reporting to rental platform &/or insurance. 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.
- 32. 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.
- 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. 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.
- 35. Speed Limit:** ~~The renter agrees to abide by all posted speed limits. Any fines/tickets shall be paid for by the renter. This also applies for any traffic violations, to include but not limited to traffic violation lights (i.e. red light cameras).~~
- 36. Boondocking/Dry Camping:** Camping without hookups (water, sewer, electric) restricts the capabilities of the RV. You are limited to 100 gal fresh water tank capacity, black & gray tank capacities, battery capacity, gasoline 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.

37. Off Limit Locations: Beyond the aforementioned roads, the RV may not be used at any mass gathering festival or off road parks. This includes, but is not limited to festivals such as "Burning Man." full security deposit shall be forfeited, and the renter will be fully liable for any costs to clean the RV, even is said fees are beyond the \$300 Deep Cleaning Fee.

38. This agreement is in addition to the rental platform (Outdoorsy, RV Share, etc) rental contract. Both contracts are in effect, together, during the rental period. Any part of the rental platform agreement that acts in a manner to void this one (or parts of it) is revoked by the renter and owner, as indicated by the signatures below. **If you have ANY questions, please don't hesitate to ask.**

Transparency is important and we do not want there to be any misinterpretation or confusion. We want you to have an enjoyable time! Please remember, this rig is for our personal use as well and is an extension of our home. We appreciate you treating it how you would like your home to be treated.

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 THE RENTAL PLATFORM &/OR THE ACTUAL RV OWNER (CHARLES M. WASHUK) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

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

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

PETS: NO pets

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

~~PROPANE: \$50 charge will be assessed if propane tank(s) is not refilled upon return.~~

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

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

LOCKOUT: \$25 charge will be assessed per key if lockout occurs in addition to .75 cents per mile for owner to come and unlock RV.

MISSING KEY(S): \$25 charge will be assessed per each missing key(s).

ABANDONMENT/RETRIEVAL: \$3,000 charge will be assessed if renter abandons RV at any location or any time during rental period and owner must recover RV, or if owner must retrieve the RV 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 15%.**

Waste Tanks Addendum

Most renters are not familiar with properly operating an RV'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. We will go into considerable detail during your pickup orientation and training regarding the proper dumping of these tanks to accommodate the walk though that is done at pick up. There are also step by step instructions in RV handbook share before the rental. By signing this waste tank addendum you are agreeing that you have been taught how to dump the tanks and that you understand how to do it. (It is always ok to call, text or email us with questions for waste tank dumping or other issue while you are renting the travel RV.)

****** OWNER WILL HANDLE ALL DISPOSAL OF WASTE TANKS UNLESS IT IS DRY DOCKED. RENTER WILL BE RESPONSIBLE FOR DISPOSAL IF DRYDOCKING******

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

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

There is to be 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.

While camping DO NOT leave the tanks open, as the liquid waste will drain, but solid waste will build up. Only open the tanks when you are actively dumping.

Waste holding tanks (Gray and Black) do not need to emptied prior to return, but valves must be left CLOSED, and the screw cap left ON.

~~Ensure to add septic tank treatment after each time you empty the tanks (located in the RV's bathroom).~~

****ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 15%.**

Renter Signature and Date

Renter Printed Name

Renter email address

Renter Address and Phone Number

Owner Signature and Date

Owner Signature and Date

ORIGINAL