

## Coleman Dutchman 17B Supplemental Rental Agreement

This contract is an additional agreement to the Outdoorsy/RV Share RV Rental Contract.

**We are excited to share out camper with you and your family!  
Making Memories is what camping is all about!**

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All person's referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" owners of the Travel Trailer Priscilla Gonzalez and Andres Gaviria. "Trailer" means the non-motorized camping trailer identified in this Agreement. "Loss of use" means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced time the daily rental rate.

2. **Rental, Indemnity, and Warranties.** This is a contract for the temporary use of the travel trailer at the Rental Location listed on your reservation. This contract does not provide any other party with the right to tow or otherwise move the trailer from the rental location unless listed as an additional driver. Unauthorized movement of the trailer, when reservation is for a stationary rental, will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or of this agreement. *You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.*

3. **Campground Reservations.** We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campgrounds 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.

#### 4. **What to bring on your trip.**

**You are responsible for bring:**

- Bed Sheets, Blankets and Pillows
- Plates and Utensils
- Pots and Pans
- Garbage Bags
- Cooking Utensils, don't forget the BBQ grilling utensils!
- Cooking Spices
- Bath Towels and Beach Towels
- Bug Spray and Suntan Lotion
- Flashlights

5. **Delivery / Set up / Pick up.** Delivery & Pickup times are arranged per individual rental reservation. We do our best to deliver at renter's camp site at check in time. We are not responsible for any delivery delays. No refunds will be given for delivery arrivals after campsite reservation check in time. We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, we will provide you with an orientation to show you the safe and proper use of the Trailer and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be clean prior to check out (trash removed, floors swept, and countertops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit. If incorrect delivery information is submitted through the reservation request form that results in us delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit to cover travel costs & time spent. During Pick Up for stationary rentals, we will arrive 1 hour prior to rentals campsite check out time to disconnect and connect trailer to our towing vehicle.

6. **Valid Driver's License.** An acceptable, valid driver's license issued from your country of residence must be presented at the time of rental. The driver's license must be valid for the entire rental period. If the driver's license is in a language other than English, an International Driver's Permit is recommended or other form of identification that we find acceptable if the driver will be insured by the rental platform.

7. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Agreement subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all campground rules and regulations, or State or federal laws.

8. **Personal Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in or on the Trailer, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

9. **Cleaning.** A cleaning fee is charged with your rental to clean and disinfect the trailer before and after your rental period. It is the rentals responsibility to remove any trash from the trailer, sweep floors of debris, and wipe down surfaces.

10. **Awning:** We allow renters to use the retractable awning. We will teach you how to properly retract awning. We advise that awning be closed overnight, when leaving campsite or during rainstorms as heavy unexpected winds can damage the awning. Renter is responsible for any damaged caused to the awning.

11. **Personal Injury.** You release us, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the Trailer, our negligence, or was otherwise our responsibility.

12. **Smoking.** There is **No Smoking** in any of the Trailers. If the Trailer is returned with any kind of smoking odor, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

13. **Pet Policy.** Pets must be approved prior to rental date. There is an additional pet fee that will be charged for your reservation to cover additional cleaning.

14. **Limited Supplies.** Our trailer comes equipped with a fresh water tank, grey/black tanks and propane tank(s). It is your responsibility to ensure that these resources last your entire rental period and are flushed, refilled and maintained.

15. **Generator.** Trailer does not come with generator. No unauthorized generator is to be used during your rental unless approved by the owners.

16. **Appliances.** The A/C, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, please contact us as soon as possible to try to resolve the issues. No compensation will be made to you for any issues that may occur with these appliances. For assistance, please call us at 954-548-5864 or 305-606-5229

17. **Renter Damage.** If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at 954-548-5864 or 305-606-5229. We will assist in the insurance policy claim.

18. **Early Departures / Extending Rental Dates.** You are responsible for reviewing this Agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are **NO refunds** for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.

19. **Waiver.** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

20. **Governing Law and Venue.** This Agreement shall be interpreted and enforced according to the substantive laws of the State of Florida without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Miami, FL or the federal court located in Florida for any action of proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction, forum or venue of the state court located in Miami, FL or the federal court located in Miami, FL

21. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

22. **Attorneys' Fees.** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.

23. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the rental of the Trailer, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

**Initials**

25. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

Renters Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Most Importantly, Have Fun and Make Memories!**

