

Supplemental Rental and Rules Agreement

Thor Windsport 29M Class A Motorhome, VIN 1F65F5DY3K0A13297

Owners: Spencer & Amy Johnson, 435-757-4733 / 435-757-1464

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 transparent so there is no confusion or unrealistic expectations that may cause misunderstandings later. We always strive to act in good faith and will give the benefit of doubt to our guests whenever possible in order to maintain good will. In this spirit, we ask you to read and agree to the following:

- 1. Training:** When you pick up the RV, we will complete a pre-rental orientation of the RV that will take about 1-2 hours, depending on any prior experience you have with a motor home. It takes time to do a thorough and complete walkthrough, so please plan accordingly. Additionally, we have produced several short training videos on our YouTube channel, "Travel Zors World", and a Word Doc owner's manual. Links to these are provided when you book the motorhome. You agree to review these. The pre-rental orientation is generally expedited when guests have done this.
- 2. No Refunds for Early Returns:** If you return the motorhome early, we do not refund the days you will not use.
- 3. 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 slowly on a well-maintained gravel access road a short distance to a State or National Park campsite is acceptable. Driving on unapproved roads will result in the forfeiture of your entire deposit.
- 4. 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.
- 5. Awnings:** We DO allow the usage of the exterior awning but advise using caution! This is for your own protection as well because it is NOT COVERED by insurance and is very expensive to repair or replace if damaged. Damage to the awning, including damage while driving, any acts of nature, or negligence are your responsibility and will likely exceed your security/damage deposit amount. NEVER leaving the awning open unattended and keeping it retracted with any significant wind blowing will lessen the likelihood of damage.
- 6. Tires:** The tires on the RV have been inspected and checked, along with all other RV components, prior to your rental period but if a tire seems low you can refill it with air (90psi cold). There is NO SPARE TIRE. The motorhome is simply too heavy for guests to safely change a tire. If you have a flat tire, you will need to call a commercial tow/service provider. Contact details are on the cover of the renters' binder. Your rental agreement covers emergency road service.
- 7. Rooftop Usage:** We **do not** allow the use of the motorhome rooftop. Any evidence of rooftop usage (shoe prints, roof damage to rubber coating, sagging areas) will incur a charge to your 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. Rooftop material replacement cost can be substantial, easily exceeding your security deposit.
- 8. Pets:** We DO NOT allow pets in the motorhome. This is for the comfort and health of current and future guests. If any pet damages occur, *including evidence of pet hair, urine or feces*, you will forfeit \$500 from your security deposit, and any excess damage and cleaning will be charged to you accordingly.

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9. Propane: We provide a full propane tank when you depart, included in your rental. Additional propane you need beyond this is your responsibility. You may return the tank empty. No credit is given for any returned propane in the tank.
10. 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.

Waste holding tanks (Gray and Black) must be emptied prior to return and valves left **Closed**, and the screw cap left ON.

11. Cleaning: We charge an upfront cleaning fee of \$150. The motorhome must be returned with a reasonably clean interior and empty black and gray tanks. "Reasonably clean" means food, trash, and personal items removed, and interior free of excessive dirt, and upholstery and bedding free from stains and damage. A labor fee of \$50 per hour to clean excessively dirty or stained surfaces or fabric will be assessed from your security deposit.
12. Smoking: There is **NO SMOKING** allowed in the motorhome. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be forfeit your entire security deposit. NO EXCEPTIONS.
13. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. If the motorhome is returned with any evidence of illegal drug use or transportation of drugs, law enforcement will be called for a report and to collect evidence.
14. 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.
15. ROCK CHIPS / WINDSHIELD: If you get a rock chip in the windshield, find a repair facility, and get it fixed as soon as practical. Save the receipt and we will reimburse you on your return. Rock chips discovered after return will be processed as a normal damage claim. Rock chips or other damage that develops non-repairable cracks will require windshield replacement. This costs over \$4,000 and will require loss of deposit plus an insurance claim. Avoiding this by getting repairable damage fixed quickly benefits both renter and owner.
16. Renter Damages: If the motorhome, 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. 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) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the motorhome is charged to the renter, via cash upon return or charged to your security deposit. Normal wear and tear, minor scuffs, etc..., will not be charged at owner discretion.
17. Towing: Towing ANYTHING behind the motorhome is strictly prohibited. Our insurance will not cover damage to the motorhome from the towed vehicle or trailer and we regret we are not able to accept renter-provided insurance for this. Damage to the motorhome transmission may also occur from towing. A hitch lock is installed. Tampering with the hitch

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lock will result in forfeiture of security deposit, plus any repair costs associated with towing. The owner supplied rentable bike rack is the only item allowed in the receiver hitch. Securing bikes to rack is renter's responsibility and renter assumes liability for any damage caused to the motorhome from bicycles on the rack.

- 18. Appliances:** The A/C, radio, microwave, television, stove, etc..., are convenience items. Every effort is made to keep these items in good repair and replace when repair is not possible. Except where noted, these are sent out in working order with your rental. If any malfunctions should occur with any of these items during your rental, we will do our best to troubleshoot or attempt to have someone come to you for repairs, and will offer recompense we deem reasonable, but we assume no liability beyond this for malfunctioning appliances and components. *NOTE: Pending manufacturer replacement, the GPS function of the driver cab radio is not working. The rest of the radio works. You will need to use your smart phone or other GPS device for navigation.*
- 19. Motorhome 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 gasoline and/or freight to return it to owner residence and ANY lost/missing keys or items/parts from the trailer. Abandonment means leaving the motorhome with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the motorhome without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
- 20. GPS Tracking:** The travel trailer has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason. While we agree on general destination and mileage limitations, you are otherwise welcome to take the RV where you wish in the continental United States and Canada, consistent with road surface and event restrictions. 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.
- 21. Personal Property:** Your personal property brought with you is your responsibility, and you release trailer 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.
- 22. Personal Injury:** You release 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.
- 23. 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.
- 24. 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(s) has signed.
- 25. Damages Above Security Deposit/Insurance Claims:** In the event there is any damage above the amount of your security deposit plus insurance claim reimbursement, you agree to pay the owner(s) any monies due and allow the rental platform company to charge your credit card on file for said charges, plus processing fees.
- 26. RV Return:** When RV is returned, you agree that it will be free from damages, reasonably clean, gasoline tank full, and waste tanks emptied. A preliminary walk through will be completed, and a precursory Return Form will be provided, either in print form or online. Photos will also be taken by owner as needed for reporting to rental platform &/or insurance. Once a thorough inspection has been completed, any fees for damages, extra cleaning, mileage/generator overages, or any other charges will be deducted from your security deposit if applicable.

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- 27. 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, A/C, 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.
- 28. 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.
- 29. Security Deposit:** Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages / overages have been found. Said inspection may take anywhere up to 72 hours post rental period.
- 30. Speed Limit/road safety:** This motorhome has a speed governor that will restrict you to 75mph. You agree to further restrict your speed to all posted speed limits, including "TRUCK SPEED LIMIT" signs, as well as additional restrictions demanded by road or weather conditions and your own comfort level. Strong crosswinds and gusts over 30-40mph will require you to pull off the road and wait for wind to subside. The motorhome weighs 18,000 pounds. You are driving a large truck and will require 3 times the braking distance of a car. Stay out of the left lane except when safely passing. Do not tailgate and give trucks and especially construction vehicles that can throw rocks plenty of room in front of you. Some ports of entry will require you to stop – check state requirements. Do NOT allow ANY distractions, especially phones/texting, to interfere with driving! Stop and rest if you feel tired - - it's a motorhome with a bed after all!
- 31. Boondocking/Dry Camping:** Camping without hookups (water, sewer, electric) restricts the capabilities of the motorhome. You are limited to freshwater tank capacity (50gal), black & gray tank capacities (40 gal each), battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. You will go through water faster than you think! 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.
- 32. 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.
- 33. Renter's personal vehicle:** Owner MAY offer renter parking of renter's (or member of renter's party) personal vehicle at owner's residence. Renter (or vehicle owner in renter's party) agrees to hold owner harmless for damage or loss to renter's (or member of renter's party) vehicle for any reason while parked on/near owner's residence.
- 34.** This agreement is in addition to the rental platform (RV Share) 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.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Renter Initials: _____

Owner Signature and Date

Owner Signature and Date

FEES ADDENDUM / SUMMARY

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 RVSHARE &/OR THE ACTUAL RV OWNER (Spencer or Amy Johnson) 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.

PETS: Not allowed. **\$500** deposit forfeiture plus additional damage costs as required assessed.

CLEANING: **\$50 per hour** labor charge will be assessed if RV is returned excessively dirty or with strong odors from food, cooking, etc..., that require extra cleaning.

LOCKOUT: **All locksmith costs borne by renter for key replacement.**

ABANDONMENT/RETRIEVAL: **\$3,000** charge, plus gasoline / freight costs to return to owner 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 POST-RENTAL WILL BE ASSESSED A PROCESSING FEE OF 15% by RVshare.**

Renter Signature and Date

Renter Printed Name

Renter Initials: _____

Owner Signature and Date

Owner Signature and Date

ORIGINAL

Renter Initials: _____