# Supplemental Rental and Rules Agreement

2017 FOREST RIVER XLR NITRO

(VIN 4X4TXLD28HF162600)

**Owners: Steve & Courtney Hammonds**

**(209) 329-7447 / (952) 913-1061**

**Renters: _____**

**Rental Dates: _____@_____ to _____@_____**

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. While we will do our best to work with you in the event of unfortunate circumstances, we reserve the right to fully enforce each of the following items.

1. Training: When you pick up the RV, we will complete a pre-rental orientation of the RV that will take about an hour, depending on any prior experience you have with a travel trailer. It takes time to do a thorough and complete walkthrough, so please plan accordingly.

2. No Refunds for Early Returns: If you return the travel trailer early we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the trailer; 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 above. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.

   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. Driving on unapproved roads will result in the forfeiture of your entire deposit. Trailer must remain in the continental United States unless previously agreed upon by the owner in writing.

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.

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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! 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: If you choose to use **your own** generator, the following rules will apply; Do not use generator inside the trailer - 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 due to safety reasons. Your generator must be a minimum of 3500 watts to run the systems within the RV without causing a power issue. You, the renter, will assume all responsibility for any and all damages caused to the trailer by the use of a generator. If you choose to use our generator, and have made arrangements to rent our generator in advance, the same rules apply. In addition, you will be charged for any generator use exceeding two (2) hours per day of reservation. 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. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period. An additional $250 refundable deposit is required for the use of the generator. See additional charges page for specifics.

9. Rooftop Usage: We **do not** allow the use of the travel trailer'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.

10. Dogs: You MUST request & get owner approval *before* allowing a dog in the RV. Owner reserves the right to accept or decline any dog, for any reason. Dogs are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. We do not charge an extra fee for a dog; however, there is an additional refundable deposit required for dogs, equal to $**150.00**. If any pet damages occur, *including evidence of pet urine or feces*, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly. If any large amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee for this to be removed. (See Fees Addendum)

11. Propane: We will include propane in your rental at no charge to you. Should for some reason the propane run out during your reservation, you will be reimbursed for any expense you paid to fill the propane tanks, assuming a receipt is provided to the owner upon completion of your reservation.

12. 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

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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. If tank levels do not read EMPTY on the control panel, you will be charged a $150 dump fee. NO EXCEPTIONS. Please see the rental handbook for how to empty the holding tanks.

13. Cleaning: We do NOT charge an up front cleaning fee. We assume you're responsible enough to clean up after yourselves. The trailer must be returned with a clean interior and empty tanks. "Clean" means, as you received it or better. If you return the trailer dirty, you will be charged a $150 cleaning service fee. A Deep Cleaning Fee of $300 will be charged if RV is returned unclean **AND** requires extensive amounts of cleaning or reconditioning.

14. Smoking: There is **NO SMOKING** allowed in the trailer. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of $1000. NO EXCEPTIONS.

15. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any trailers 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.

16. 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, 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 outside kitchen and stove for your use, if needed in the preparation and cooking of smelly food items.

17. Damage/Minor Repairs: Any damages need to be reported to us immediately. If the 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, refrigerator, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement.

18. Renter Damages: If the trailer, 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, electronics, 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)

19. Towing Safety: It is required that the sway/stabilizer bars, which are provided, be used at all times while towing the RV. Remove the sway/stabilizer bars prior to backing into a parking space or RV slot. When removing sway bars/pins/clips be sure to safeguard them. Any missing pieces will result in a claim against your security deposit. 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, toll road, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your

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security/damage deposit amount. The dimensions of our travel trailer are listed on the Outdoorsy RV listing. Never attempt going through a drive-through towing a trailer - they are almost always too low.

20. 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.

21. 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 trailer. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to owner/drop-off location. 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.

22. 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 trailer and a fee of $25 PER missing key. If owner is en route and key is found and trailer 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 trailer 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.

23. First Aid Kit: There is a first aid kit provided. Please use what you need, should it become necessary – **without** fee.

24. 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 have them deducted from your deposit. These elections should be noted on this form at the end.

25. GPS Tracking: The travel trailer 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.

26. Personal Property: Your personal property brought with you is your responsibility, and you release 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.

27. 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.

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.

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

31. RV Return: When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched from your vehicle. Once 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) 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 RVShare) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 12-72 hours post rental period.

35. 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 our 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 **65 miles per hour**. When towing, you are required to follow ALL “truck speed limit” signs, and never travel in the left lane, unless passing.

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36. 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.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

Owner Signature and Date

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**SELECTION OF EXTRA FEES**

Initial items you would like to add to your reservation.

____ Cleaning fee: I do not want to clean the trailer upon return - $150

***Please note article #13 in rental contract***

____ Animal Deposit: Refundable $150 deposit at time of reservation

____ Holding Tanks: I do not wish to empty the holding tanks prior to return - $150

____ Generator Rental: 2 hours included free of charge for each day of reservation. $3 per hour exceeding that. Renter is responsible for providing gasoline to fuel generator. $250 Refundable deposit is required at time of reservation.

**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 OUTDOORSY &/OR THE ACTUAL RV OWNER (ALAN OR KYLENE LABISSONIERE) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **$150** charge will be assessed if black and gray tanks are not emptied prior to return. (via your reservation OR per your deposit)

SMOKING IS STRICTLY PROHIBITED: **$1000+** 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.

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**PETS**: Pets authorized by owner at time of reservation are welcome in the trailer free of daily charge, but with an additional $150 deposit required. Should any damage occur because of your pets, you are responsible for costs related to damage including, but not limited to, urine or waste stains, claw/scratch/chew marks, damage to furniture. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of **$300**.

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

**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% COLLECTED BY RVSHARE. **

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Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Signature and Date

Renter Initials: _____

**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 our renters handbook inside the trailer and we will also give you a copy of these instructions during orientation. 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 trailer.)

**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.

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

When you return the RV, the tank levels will be checked during our inspection and if the tank levels on the control panel do not read EMPTY, you will be charged a $100 dump fee, NO EXCEPTIONS.

Please ensure tanks have been emptied and flushed, if necessary, and tank levels on the control panel read EMPTY prior to returning. Once the RV has been unhitched you will not be permitted to leave again with the RV.

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

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Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Renter Initials: _____

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Renter Initials: _____