

Supplemental Rental and Rules Agreement (SAR)

2022 KODIAK ULTRA LIGHT

(4YDTKDN25NJ970370)

Owner: Dominic Girondo (803) 599-1186

Renters: _____

Phone number: _____

Address: _____

Email: _____

Rental Platform: _____

Rental Period: Beginning ____/____/____ at ____:____ Ending ____/____/____ at ____:____

Destination _____

This supplemental rental and rules agreement (SRA) 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. It is important that our guests adhere to the rules and policies put in place, in order for us to maintain the good condition of our RV, for each and every guest to enjoy!

- 1.** Training: When you pick up the RV, we will complete a pre-rental orientation of the RV that may take about 1-2 hours, depending on any prior experience you have with a Travel Trailer, or similar RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2.** All drivers must be at least **25** years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.
- 3.** 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 with the RV; 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.
- 4.** Fee for Late Returns: A fee of **\$5/minute**, and will be charged if the RV is returned later than the agreed upon time. If the RV is returned after dark or while the 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 the owner, if the unit is returned at a time different than indicated.
- 5.** 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. Any damages will be the responsibility of the renter.
- 6.** Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive any, a \$50 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 \$50 administration fee. If you want to use toll roads, you are

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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 \$50 administration fee, plus the bill will be applied.

7. 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.
8. 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.
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. There is also a spare tire on the rear bumper, in the rare event a flat tire/blowout occurs.
10. Rooftop Usage: We **do not** allow the use of the 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: You MUST request & get owner approval *before* allowing any dog in the RV, including service dogs. Owner reserves the right to accept or decline any dog, for any reason. Dogs are *not* allowed on any furniture, due to the soft materials and the risk of stains, smells, hair or other damage. We do charge an extra fee for a dog, **\$100 for up to 2 dogs**. 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.
12. Propane: Propane is filled before RV departure. It's not important for the propane to be refilled before you return, however, it is our guests responsibility to keep the propane full during their time with the RV, as most appliances require propane in order to operate.
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 (toilet) 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.
 - 14a. 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.
14. Cleaning: We do not charge a mandatory fee for cleaning, if the RV returns in the same condition as it was when picked up. The RV must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better – as shown in the RV condition acknowledgement.

15a. If the RV returns dirty and/messy, we will assess a **\$150 cleaning fee**.

15b. If the RV returns soiled, stained, or needs deep cleaning/reconditioning, we will assess a **\$300 cleaning fee**.

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- 15. Smoking:** There is **NO SMOKING** allowed in the RV. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of **\$1,500**. **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.
- 17. Minor 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. 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. Should you make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.
- 18. Interior 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, where any existing damages can be written in advance) THE RENTAL PLATFORM (Outdoorsy, RV Share, RVngo, RVerzy etc) insurance policy does **NOT** cover interior damage or repairs. A supplemental plan may be available through the platform, if so, it is highly encouraged for the renter to obtain such coverage.
- 19. Accidents/Major damages:** Accidents happen, and this is why we have insurance. In the event of an accident or any major damages happening to the RV, the renters must contact the owners immediately. If this is an emergency, first call 911 and then call the owners after, as soon as reasonably possible. Any damages/liabilities not covered by insurance will be the full responsibility of the renter.
- 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 RV. Abandonment means leaving the RV with no intention of returning to it or delivering it back to the 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.
- 22. Lockout/Lost Keys:** In the event a lockout occurs you agree to pay **.75** cents per mile, round trip, for the owner to drive and unlock the trailer and a fee of **\$25** PER missing key. If the owner is en route and the key is found and the 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 the owner before work is done.
- 23. First Aid Kit/fire extinguisher:** There is a first aid kit provided. Please use what you need, should it become necessary – once it is opened, you own it & will be charged **\$20** (replacement value). In the event you use anything in it, take the kit with you **SEPARATELY**, there is a box of generic basic bandaids in the bathroom vanity cabinet – use these if necessary, **without** fee.

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There are 2 fire extinguishers available at all times in the RV. Should it become necessary to use one, it will be a **\$20** charge to replace it.

- 24. Add-ons:** We have many add-on options to choose from at the time of booking. Should our guests elect to add one or more of the add-ons, they take full responsibility for the care and condition of the item(s). You are accepting full liability for any damages, loss or injury caused while in the care of our guests.
- 25. GPS Tracking:** The RV 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 the 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 the RV 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, relatives or pets 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.
- 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 is returned. 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/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.
- 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 pending no issues or damages found. Said refund may take anywhere up to a week post rental period.
- 35. Speed Limit:** Towing requires special attention to speed. While driving, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed is **70 miles per hour**. You are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing. A violation of this rule will result in a **\$250** fee for each offense.

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- 36.** Boondocking/Dry Camping: This is highly discouraged. Camping without hookups (water, sewer, electric) restricts the capabilities of the RV. You are limited to fresh water tank capacity, black & gray tank capacities, battery capacity 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.** 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 owners 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.
- 38.** This agreement is in addition to the rental platform (Outdoorsy, RV Share, RVerzy, RVngo, 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.
- 39.** Disputes shall try to be settled between the owner and renter alone or through the rental platform. However, should there be a dispute with no resolution between the owner and renter, that becomes necessary for the matter to be brought before a court, the renter shall be responsible for all court fees, the owners attorney fees as well as the renters attorney fees that may occur as a result of this action.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

Owner Signature and Date

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 MELISSA AND JACOB GUIDE TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

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