

Supplemental Owner Rental Agreement: 2017 Winnebago Sunstar 31BE

- **Training/Pickup Orientation:** When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 20 minutes to an hour depending on prior experience you have with an RV. Picking up an RV is not like picking up a rental car so please plan at least 60 minutes for this when you make your plans. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit.
- **No refunds for Early Returns:** If you return early we do not refund the days you will not use.
- **Travel Restrictions:** No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park.
- **Toll Roads, Red Light Tickets, Parking Tickets:** Parking Tickets, Mailed Violations, and Toll invoices are a major burden and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 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 \$75 administration fee will apply! **Note:** Most toll agencies are good to work with and will help you out if a mistake and call them right away.
- **Campsite Reservations:** We are not responsible for campground reservations. 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.
- **Dry Camping:** We generally recommend full hookup campsites or dumping/filling tanks approx every 2 days, but this varies based on your usage and number of people!
- **Awnings:** The RV has a powered awning that we will instruct on its usage. Please retract the awning when you leave the RV for an extended period of time or during high windy conditions.
- **Tires:** You are responsible for tire damage, including from road hazards.
- **Breakdowns and Repairs:** Renter must notify Owner immediately in the event of a breakdown. Unauthorized repairs will not be reimbursed. Owner is not responsible for lost travel time due to mechanical issues.
- **Rooftop Usage:** Please do not climb on top of the RV for any reason without prior explicit permission of owner.
- **Pets:** You MUST have approval from us before allowing a pet in the RV. Pets MAY incur additional damage/cleaning fees.
- **Water Holding Tank:** While the water in the holding tank is believed to be potable at all times, please drink bottled water if you have any concerns. We are not responsible if water in holding tank isn't potable.
- **Waste Holding Tank Dumping:** If at a campsite with a sewage dump, please dump upon arrival/departure - DO NOT keep the dump hose open and draining while camping. This can lead to solid waste build-up.
- **Cleaning:** The RV must be returned in a similar condition as when we rent it out to you. It cannot be "trashed" or so dirty that is beyond what is reasonable for a vacation. Excessive mess will incur an additional cleaning fee at \$150.
- **No Smoking:** Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposit.

- **No Illegal Drugs:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. RV returned with any evidence of ILLEGAL drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
- **Odors/Cooking:** We do not allow anything that can create a strong smell in the RV that is difficult to remove. An extra cleaning fee will be charged to remove the odor.
- **Towing Safety:** No towing allowed without prior owner approval of what will be towed and how. Towing capacity is approx 4,000 lbs.
- **Gravel/dirt roads:** No travelling on gravel or dirt roads for long distances; only within campgrounds, etc.
- **Appliances:** The A/C, generator, awning, radio, microwave, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to call us. Please note that in extreme heat, the refrigerator/freezer may not get as cool as expected. You can typically expect the AC unit to cool about 15 degrees below outside temperature.
- **Abandonment/Owner Retrieval:** If you leave the RV at any location other than the specific dropoff point, we will charge additional retrieval fees of \$6 per mile, plus a \$150 additional fee.
- **Lockout/Lost Keys/Extra Keys:** Lockout service can be provided at a rate of \$50 + \$2 per mile from home base (if we are available) or you can call a local locksmith. Any damages (from locksmith/etc) will be billed to you.
- **First Aid Kit:** A first aid kit is provided. **Please let us know if you use anything** so we know what needs to be replaced.
- **Insurance and Liability:** Renter is required to carry insurance that covers RV rentals. Proof of insurance must be provided before the rental begins. Renter assumes all liability for damage, theft, or accidents during the rental period.
- **Personal Property:** You release Zeb (the owner) 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 rv or on our property in Greenwood, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
- **Personal Injury:** You release Zeb (the owner) 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 rv , our negligence, or was otherwise our responsibility.
- **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.
- **Modifications/Waivers**
 - **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.
 - **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.
 - **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.

- **Damages Above Security Deposit/Insurance Claims**
 - If you have an accident or crash in the unit and the crash is not your fault you may be able to recover your at-fault driver's liability insurance for any period you were unable to use the vehicle.
 - Any damages need to be reported to us immediately. 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 if you want reimbursement.
 - If the rv and/or the contents in the rv 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.
- **Rental Period Extension:** Any extension of the rental period must be pre-approved and booked through RVShare. No unofficial extensions will be accommodated.
- **RV Return:** RV must be returned to the agreed-upon location. If this is not possible, please contact Zeb (the owner), though additional fees may apply.
- **Security Deposit:** Your security deposit is refunded after the unit is checked in and there is no damage or issues requiring funds from the deposit. Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit.
- **Waste Tank & Addendum:** Waste holding tanks must be emptied prior to return. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee. If you don't want to flush the tanks you can pay the dump fee (see addendum).
- **Fee Addendum**
 - \$8/gallon for gasoline if not full on return. Please fill tanks to avoid this.
 - \$7/gallon for propane if not full on return. Please fill tanks to avoid this.
 - \$50 dump fee if grey or black tanks aren't empty. Please dump tanks to avoid this.
 - \$50-\$500 deep cleaning fee if not returned in clean condition (depending on state of RV upon return).
 - Generator: 6 hours/day included. \$3/hour overage charge applies for any hours over the included amount.
 - Mileage: 125 miles/night is included in your rental. Any excess mileage will be charged at \$0.60/mile.
 - \$500 Primary Shore-power cord replacement
 - \$150 Shore-power extension cord replacement
 - \$50 Shore-power electrical adapter replacement
 - \$100 Sewer hose replacement
 - \$75 Toll/ticket administrative fee
- **Fee for Late Returns:** If you are late returning the unit there is a \$20 per hour late fee (unless explicitly agreed ahead of original drop-off time). If returned after 5pm, an additional day of rental fee will be charged (unless previously arranged). You will also be responsible for the cost of any canceled rentals due to your late return.
 - Key Replacement: \$25 per key.

Additional Terms

- This agreement forms the entire agreement between the Renter and the Owner. No contrary oral agreements or representations are incorporated. Renter waives all parole agreements and representations.
- Any disclaimers by Owner in this agreement do not indicate there is acceptance of responsibility or warranty or guarantee by Owner for items for which there is no specific disclaimer given.
- Upon the RV being released into Renter's possession, Renter becomes fully responsible for all damages to and conditions of the RV and shall remain liable for all damages and responsible for conditions occurring in or to the RV during the rental period, regardless of fault or causation by Renter. This liability shall be Renter's regardless of whether there is insurance coverage and whether insurance has been denied for any reason. Moreover, Owner shall have the sole right and discretion to determine whether there is damage and the extent of the damage. Renter waives any right to rely on RVShare or an insurance company to determine the existence and extent and cost of damages, even if such entity determines for any reason that Renter is not liable.
- To remedy damages or losses, Owner shall not be required to hire any specialist or repair facility or even to make repairs. Owner may estimate the cost of repairs, and Renter agrees to pay the cost/damage estimate immediately and in no more than 30 (thirty) days from the date of the demand, whether from the deposit, insurance or out of pocket, which may be charged to the credit card on file. If Renter believes Owner's or other damage estimate (or bill for repairs, etc.) is not reasonable, the burden of proof regarding the reasonability of the cost estimate shall lie with Renter, including the burden of proof applicable to any claims or causes of action in any court, arbitration, or other proceeding. Further, if within 30 (thirty) days of demand by Owner for Renter to pay estimated or actual damages, and if Renter has not alleged with proof that the damages estimate or costs are unreasonable, or if Renter's credit card will not cover the full amount and has not otherwise fully paid the estimated or actual damages/costs, then Renter shall pay an additional amount to Owner equal to the damage estimate or costs (i.e., 2 times damages).

FOR ALL SECTIONS OF THIS AGREEMENT, DAMAGES INCLUDE, ACTUAL DAMAGES, COSTS OF REPAIR, LOST RENTALS, DIMINUTION OF VALUE, REPLACEMENT COST (WHERE APPLICABLE), LABOR COSTS, LOSS OF USE, CONSEQUENTIAL DAMAGES (I.E., "BUT FOR" DAMAGES, WHETHER FORESEEABLE OR NOT) AND ANY ADDITIONAL DAMAGES WHERE MENTIONED. ALL PARTS REPLACEMENTS SHALL BE WITH NEW, OEM PARTS WHERE AVAILABLE AND CUSTOM PARTS WHERE NECESSARY. NOTHING IN THIS OR ANY OTHER SECTION OF THIS AGREEMENT IS INTENDED TO LIMIT AND SHALL NOT LIMIT OWNER'S DAMAGE CLAIMS IN ANY RESPECT AND SHALL NOT LIMIT THE TYPE OF CLAIM OR CAUSE OF ACTION PURSUED BY OWNER, AND ALL CONTRARY PROVISIONS ARE MODIFIED BY THIS AGREEMENT.

- In the event Owner chooses to make repairs, Renter agrees to reimburse Owner for their entire time to make such repairs at amount of \$200 per hour, in addition to other costs (e.g., parts). This is subject to the same demand and reasonable conditions as stated above. Further, some parts are hard to find, and Renter shall be charged for research time to track and find or fabricate needed parts.

- Renter's sole remedy for problems of any sort occurring with the RV/ or during the rental period is to return the RV to Owner and to allow Owner to attempt to remedy the problem, but the rental amount shall not be discounted unless the RV is inoperable due to the fault of Owner, which shall be Renter's burden of proof. Renter shall have the same burden of proof on fault or causation as stated above related to all damages.
- Renter waives all post-rental walkthroughs and return forms (and signatures there on) and shall accept Owner's stated condition of the RV upon Renter's return of the RV. Renter has the option to do a complete walkthrough with Owner to assess the condition of the RV unless doing so will interfere with a subsequent rental, in Owner's sole discretion. Such walkthrough shall not prevent Owner from assessing damages to Renter for anything not identified in the walkthrough. Further, if Owner presents Renter with a post-rental condition form filled in by Owner (not required), then Renter shall sign such form. If Renter refuses to sign such form, then Renter shall owe Owner additional damages of 50% (fifty percent) of the damages assessed by Owner. Renter shall have the same rights as to proving lack of reasonability as stated above.
- For the purpose assessing damages, Owner shall not be required to make, have, or supply before and/or after pictures of any part of the RV, whether to show condition, damages, or anything else. This waiver by Renter shall be enforced regardless of any insurance company or rental platform requirements, even if insurance coverage is denied. Renter shall have the right, however, to make the reasonability challenge as stated above but carries the burden of proof.
- Renter agrees not to attempt to discharge any unpaid damage claims made by Owner. This agreement is material term and an absolute, specific prerequisite to Renter being allowed to take possession of the RV, and Renter makes this specific agreement knowingly and without regard to any law to the contrary, including Bankruptcy law or state exemption law.
- Renter shall indemnify Owner from all damages and costs and fees related to the applicable rental period and/or Renter's use of the RV. This includes all third-party claims and all citations, infractions, penalties, impoundments, etc. regarding the RV during the applicable rental period or resulting from the rental period (e.g. citations discovered later). In the event, Renter receives a citation and fails to immediately and expressly inform Owner in writing and to pay for such citation, then Renter shall pay Owner additional damages as stated in the Fee Addendum. If the applicable rental platform asserts indemnification from Owner for any reason, Renter shall indemnify Owner from any such claims.
- Renter agrees not to disparage Owner or the RV in any manner at any time to any person or entity, whether written, oral, or otherwise, and agrees immediately to remove and remedy any such disparagement when requested or demanded by Owner. Failure to do so shall result in liquidated damages payable to Owner of \$10,000.00 (ten thousand dollars) and subjects the Renter to an injunction or other order of court.
- Value Agreement. Renter agrees that the replacement value of the RV is \$80,000.00.
- Renter agrees to modify any term in this RV Rental Agreement that requires arbitration and/or waives the right to a jury trial. If there is a dispute that is determined by a third party, Renter agrees that Owner is not bound by the decision of any such third party other than a court of law and that no such non-binding decision may be used as evidence in a court of law.

- Renter shall agree to pay Owner's attorney's fees and all related case costs (whether taxable or not), resulting from any dispute between Renter and Owner or otherwise related to the RV and the rental/use of the RV. Renter waives any right to payment of attorney's fees or taxable costs. Further, Renter agrees to mediate all disputes in person in Port Angeles, WA, using an agreed mediator, with all mediation costs being paid by Renter, prior to seeking determination from a third party.
- Any provision this agreement found unenforceable shall have no effect on any remaining provisions. This agreement shall not be interpreted or construed against the drafter/Owner.

Signatures

Owner Signature: _____ **Date:** _____

Renter Signature: _____ **Date:** _____