

Supplemental Rental and Rules Agreement

“2021 Forest River Sunseeker”

VIN: 1FDXE4FS7KDC60287

Owners: Matt Grubb and Karen Grubb

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.

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 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 motorhome; 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 Arrivals and Returns: A fee of \$50 per hour will be charged if the RV is returned later than the agreed upon time. If the renter is more than 90 minutes late for their arrival, the owner has the right to cancel the reservation or reschedule the arrival time at their discretion. 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 in line item # 19. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.
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.
5. Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive any a \$30 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 \$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 cancellations 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 as ours because they are NOT COVERED by insurance and they are very expensive to

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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: You may not use personal generators with this rental. Please use the on board generator when needed.
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.
10. 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.
11. 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. 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)
12. Propane: Any usage over 3 gallons per week would be charged at the current propane price per gallon plus a \$10 service fee. In this RV the propane usage amount is typically very minimal, as such we include it in the rental cost of the RV. This charge is specifically to mitigate owner costs in the case of unexpectedly high usage rentals.
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 as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with 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.
 - 13a. 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 \$75 dump fee. The holding tank valves must be in the **Closed** position with the screw cap left ON unless Renter is manning the valves and actively dumping.
14. Cleaning: We do not charge an up front cleaning fee. The trailer 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 trailer condition acknowledgement. If you return the trailer dirty, you will be charged a \$200 cleaning fee.
 - 14a. A Deep Cleaning Fee of \$400 will be charged if RV is returned unclean AND requires more than a surface cleaning or any reconditioning.
15. 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 \$1500. NO EXCEPTIONS.

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- 24.** Camper Abandonment/Owner Retrieval: If for any reason you abandon the RV, you will be charged a \$3,000 fee for Abandonment and Retrieval. In addition to this fee you will be charged all travel costs accrued during retrieval. This includes but is not limited to air fare, cabs, tow trucks, gas per mile, cost of hiring a driver, per diem costs, loss of income, etc. There would also be 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.
- 25.** 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 RV as well as all round trip costs associated with unlocking the RV. You also agree to pay replacement costs for each missing key. If owner is en route and key is found and RV is unlocked, you will only need to pay for mileage and costs up to that point round trip. If no lockout occurs but a key is missing upon return of RV, you will be charged for all costs associated with replacement for each missing 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. This does not guarantee owner will be available or able to drive to the RV location to assist with lockout/lost keys.
- 26.** 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.
- 27.** Personal Property: Your personal property brought with you is your responsibility, and you release 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.
- 28.** 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.
- 29.** 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.
- 30.** 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.
- 31.** 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.
- 32.** RV Return: You agree that RV will be free from damages, cleaned, and tanks emptied BEFORE returning. Once RV has been returned, 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.

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- 33. 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.
- 34. 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.
- 35. Security Deposit: Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
- 36. Speed Limit: Motorhomes require special attention to speed. RV tires are not rated for high speed. While driving our motorhome, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the **MAXIMUM** allowed speed while driving this RV 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.
- 37. Boondocking/Dry Camping: Camping without hookups (water, sewer, electric) restricts the capabilities of the trailer. 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.
- 38. 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.
- 39. This agreement is in addition to the rental platform (Outdoorsy, RV Share, 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.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

Owner Signature

Renter Initials: _____

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 (MATT OR KAREN GRUBB) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$75** charge will be assessed if black and gray tanks are not emptied prior to return. (via your reservation OR per your deposit)

SMOKING IS PROHIBITED: **\$1500+** 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.

PETS: Pets authorized by owner at time of pickup are welcome in the trailer free of daily charge, but with an additional \$250 deposit required, per dog. 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.

- a. Any large amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of **\$400**.

TOLL INVOICE: **\$30** charge will be assessed plus the cost of toll charge for EACH invoice received.

Gas/Fuel: A **\$4/gallon** plus a **\$30** charge will be assessed if gas tank(s) is not refilled upon return.

CLEANING: **\$200** charge will be assessed if RV is returned unclean or in a condition less than received.

DEEP CLEANING: **\$400** 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: Renter will be charged with all costs associated with unlocking the RV. This may include but is not limited to cost of a locksmith, travel expenses to drive a key to the renters, .75/mile round trip to drive key to renters, etc. There is no guarantee owner will be available for this service.

MISSING KEY(S): The full cost of replacement 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. In addition to this fee you will be charged for all travel related costs accrued during the retrieval process. ***Please note article #24 in rental contract***

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

Renter Signature and Date

Renter Printed Name

Renter Initials: _____

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 motorhome. 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 issues 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 amount 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 \$75 dumping fee.

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 returned 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%.**

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Renter Initials: _____

Motorhome Addendum

This addendum is meant to act as additional guidelines for your responsibility as a renter for properly using and driving the motorhome. This is in addition to any previously written or discussed regulations.

1. "It is a violation of this Paragraph if any of the following occurs: anyone other than the pre-approved licensed Renter or pre-approved licensed driver operates the motorhome."

1.1. _____ Renter acknowledges only the pre-approved licensed driver(s) may operate the motorhome.

2. "It is a violation of this Paragraph if any of the following occurs: to tow or push anything, unless specified by Owner."

2.1. _____ Renter acknowledges that no towing is allowed with this vehicle.

3. "Owner acknowledges that it is their responsibility to inform Renter of the limitations of their Rental, including clearance heights and widths and other operating instructions."

3.1. _____ Renter acknowledges the clearance height is 11.8ft and the width is 8.5ft. and that the Owner has provided all operating instructions during the Departure walkthrough.

4. "It is a violation of this Paragraph if any of the following occurs: to carry passengers or property for hire or more passengers than the Rental has seat belts to carry."

4.1. _____ Renter acknowledges to only drive with the amount of people equal to or less than the amount of installed seatbelts and to always have driver and passengers seatbelted when RV is in motion.

5. "It is a violation of this Paragraph if any of the following occurs: to install carseats, booster seats, or safety seats not originally installed in the manufacturing process without getting the installation checked by a trained car seat inspector."

5. 1. _____ Renter acknowledges they are aware of the carseat, booster seat, or safety seat rule and will not hold owners legally or financially liable for any usage or non-usage of these items.

DEFAULT The breach of any provision of this Agreement by the Customer shall constitute a default entitling owner of the RV to take immediate possession of the RV, and to collect from Customer, in addition to any fees or damages otherwise provided for the this Agreement, any and all costs incurred in enforcing its rights hereunder, including reasonable attorney's fees.

_____ Renter Signature Date

_____ Owner Signature Date

Renter Initials: _____