Roving Recreation 2021 Palomino Solaire Ultra Lite

Supplemental Rules & Rental Agreement

Please read through our Supplemental Rental Agreement and sign that you are in agreement. This list ensures that we are protected in the event of any damage incurred to the interior or exterior of the Palomino Solaire.

- 1. DESTINATION: 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. <u>The RV is equipped with a GPS tracker.</u>
- 2. 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. (Please note: mileage charges or dump fees will be taken from security deposit if not paid for in advance).
- 3. DRIVERS: All drivers must be at least 28 years old and must be listed on the contract when you pick up the unit. No Exceptions.
- 4. SPEED LIMIT: MAX speed of 65mph while towing the RV.
- 5. NO EARLY RETURN REFUNDS: If you return early we do not refund the days you will not use. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
- 6. FEE FOR LATE RETURNS: A <u>\$25 per hour fee</u> will be taken from the Security Deposit if you return the trailer after the drop off time frame agreed upon, unless a later time was previously agreed upon.
- CAMPGROUND RESERVATIONS. We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. No refunds will be given for campsite reservation errors.
- 8. NO SMOKING: Smoking (including cigars, pipes, marijuana, etc) inside the RV will result in a <u>\$500 smoking fee</u>.
- 9. NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel trailers returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

- 10. ODORS / COOKING: We do not allow any indoor cooking or storage of food items that creates a strong odor in the RV such as raw fish or cooking with heavy spices such as curry or strong gumbo.
- 11.LADDER/ ROOF: Please do not climb the RV ladder or attempt to stand or sit on the roof. The renter is responsible for damages caused by climbing the ladder or use of the RV roof.
- 12. TRAVEL RESTRICTIONS: No travel is allowed on non-paved roadways such as logging roads, forest service roads, beaches, etc. The only exception to this is a non-paved roadway within a licensed Campground/RV Park.
- 13. TOLL ROADS, RED LIGHT CAMERAS, PARKING TICKETS, ETC: are the responsibility of the renter. All mailed violations, including toll invoices will be charged an additional <u>\$75 administration fee</u> for each citation received. The responsibility for any violations will then be transferred to you If you want to use Toll Roads, you are free to pay at the plazas or bring your own toll tags.
- 14. AWNINGS: Be VERY CAREFUL with the awning and immediately stow it if windy. This is for your protection as an awning is very expensive to replace. They are damaged very easily due to weather or accidental misuse and <u>not covered by</u> <u>insurance</u>. Damage to awnings, including damage while driving are the responsibility of the renter and would most likely exceed the security/damage deposit amount.
- 15. PETS: We have a no pet policy. If it is found that there was a pet in the RV, there will be a \$200 unauthorized pet fee.
- 16. TRAINING: When you pick up the unit we will complete a pre-rental orientation of the unit that will take about 30 minutes to an hour depending on any prior experience you have with a travel trailer. Picking up a travel trailer is not like picking up a rental car so please plan at least 30 minutes for this.
- 17. CLEANING: The \$40 cleaning fee for this rental is for sanitation, linen washing, etc. It is expected the RV will be returned in good clean order as you received it. A <u>\$50</u> additional cleaning fee will be applied if the RV needs a deep clean upon return.
- 18. Please do not insert sanitary products, baby wipes or flushable wipes in the toilet. RV toilets and sewage tanks such actions will cause damage to the toilet, of which the renter is responsible for the cost of repair and loss of use (minimum repair cost is \$750).
- 19. DAMAGE/MINOR REPAIRS: If the Trailer and/or the contents in the Trailer 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 <u>Nick</u> <u>Sequenzia immediately at 214.263.3333</u>.

- a. Any damages need to be reported to us immediately. If the potential repair is minor, you may make the repair after consulting us. 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 provided upon return for reimbursement.
- 20. APPLIANCES. The A/C, awning, TV, microwave, oven, 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 the emergency contact, Nick Sequenzia at 214.263.3333.
- 21. BLACK WATER HOLDING TANK: The black water tank must be emptied and flushed prior to return & valve left in the <u>OPEN position</u>. When you return the unit we will close the valve which is our way of making sure the tank is empty. Placing anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra <u>\$75.00 cleaning fee</u>. If you do not wish to empty and flush the tanks, you can select the dump fee (\$75.00)
- 22. PERSONAL PROPERTY. You release Nick Sequenzia, from all claims for loss of, or damage to, your personal property or that of any other person left or carried in or on the Trailer, during your rental period and day of RV return.
- 23. PERSONAL INJURY. You release Nick Sequenzia, from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives during your rental period and day of RV return.
- 24. EXTRA FEES: If you did not elect extra fees at the time of booking, such as the cleaning fee, flushing fee, and etc., you can elect to have them deducted from your deposit.
- 25. 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.
- 26. 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
- 27. 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.
- 28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the rental of the Palomino Solaire Ultra Lite owned by Nick Sequenzia, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a writing signed by all parties.

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date