

# Supplemental Rental and Rules Agreement

VIN# 7J3S1EA15MS004383

Owners: DENNIS PAGAN - (336) 202-7258

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This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot of information, but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later. This agreement is a mandatory prerequisite to being allowed to use the RV during your rental period.

1. Rental Period: \_\_\_\_\_ at \_\_\_\_\_:\_\_\_\_\_ am/pm, until \_\_\_\_\_ at \_\_\_\_\_:\_\_\_\_\_ am/pm.
2. Training: Before the start of your trip, it is required to complete a pre-rental orientation of the RV. This orientation may take about 1-2 hours, depending on any prior experience you have with a RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
3. No Refunds for Early Returns: If you return the RV early, we do not refund the unused days/time. 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 \$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 the owner is not home/unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be charged against your security deposit. The renter forfeits their right to complete a return walkthrough with owner, if the unit is returned at a time different than indicated in line 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
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.
6. Toll Roads, Red Light Cameras, Parking Tickets: You are responsible to disclose any tolls, red light tickets or parking tickets to owners at the time you return the RV. Toll invoices are a major burden. If we receive any tolls, tickets or fees related to your rental, a \$70 administration fee plus the cost of the bill for EACH invoice will be charged to you. 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.*
7. Campground Reservations: We are not responsible for campground reservations – including cancelations for COVID. All campground reservations must be made separately from your reservation with us, 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. Generators: If you choose to use your own generator, the following rules will apply. Do not use generator inside the RV - it MUST be kept outside. Do not leave the RV unattended while a generator is running. Do not 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, assume all responsibility for any and all damages caused to the RV & its appliances and systems by the use of a generator.
9. Tires: The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period but if a tire has low pressure you can refill it with air. There is also a spare tire included on the front, in the rare event a flat tire/blowout occurs.
10. Rooftop Usage: We do not allow the use of the RV 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. We do not charge an extra fee for a dog; however, if any pet damages occur, *including evidence of pet urine or feces*, you will forfeit your entire security deposit, and you agree to pay any excess damage fees. If any large amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee for it to be removed. (See Fees Addendum)
12. LP Detector: The LP detector is present for your safety. It is **battery operated and routinely checked**.
13. Propane: Propane is provided at least  $\frac{3}{4}$  full with rental at no extra cost. If the propane runs out during the rental period, refilling or exchanging for a full tank will be the renters responsibility and renter will NOT be refunded for any costs associated.
14. Cleaning: We do NOT charge an up front cleaning fee. The RV must be returned with a clean interior and kitchen. "Clean" means, as you received it or better – as shown in the trailer condition acknowledgement. If you return the RV dirty, you agree to pay a \$50 cleaning fee. Things like glitter, silly string, hair color, nail polish, etc can cause a lot of damage and should not be used in the RV.
  - 13a. A Deep Cleaning Fee of \$150 will be assessed if RV is returned unclean AND requires more than a surface cleaning or any reconditioning.
15. Smoking: There is NO SMOKING allowed in the RV. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will forfeit your security deposit. NO EXCEPTIONS.
16. **RV Refrigerator**: The RV refrigerator needs to be level to operate correctly. It is the renters responsibility to ensure they are level when parked, to minimize risk for damage to the refrigerator. Any damage sustained by the refrigerator due to it being unlevel will be charged to the renter.
17. 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 the transportation of drugs, it will result in law enforcement being called for a report and to collect the evidence.

- 18. 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, bacon, deer, etc. These must be prepped/cooked outside the RV. If food/cooking odors are detected you will be charged and agree to pay 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.
- 19. Damage/Minor Repairs:** Any damages/issues/problems/repairs 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. Replacement of defective parts and receipt must be brought back for reimbursement. 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 of the RV, if you want reimbursement. Should you make a repair without consulting us first, or without following written/oral instructions given, you assume liability for the repair and any subsequent repairs needed.
- 20. Renter 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, everything on the inventory list, 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) THE RENTAL PLATFORM (Outdoorsy, RV Share, etc) insurance policy does NOT cover interior damage or repairs. Damage to the interior of the RV is charged to the renter, via cash upon return or charged to your security deposit.
- 21. Towing Safety:** It is required that the safety chains, which are provided, be used at all times while towing the trailer. 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, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. The dimensions of our travel trailer are listed on the rental listing and in the rental binder. Never attempt going through a drive-through towing a trailer.
- 22. Appliances:** The air conditioning, radio, microwave, television, stabilizing 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.
- 23. 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, before the end date/time of your rental period. 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.
- 24. 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 and a fee of \$25 PER missing key. If owner is in route and key is found and 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 owner before work is done.
- 25. First Aid Kit:** 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 \$10 (replacement value). In the event you use anything in it, take the kit with you – Since the first aid kit is a personal and bodily fluid/pathogen related item, its not possible for us to pass it from renter to renter.

- 26. Personal Property:** The personal property you bring is your responsibility, and by signing this agreement, 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 the RV 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.
- 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 which the owner(s) 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 RV 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 the 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. Photos will also be taken by owner for reporting to rental platform &/or insurance. Once a thorough inspection has been completed by the RV owner, 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 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.
- 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 the 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.
- 36. Dry Camping/Boondocking:** Camping without hookups (water, sewer, power) 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, and any unmet expectations due to use without hookups.

- 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 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.
- 38.** This agreement serves as a supplement to the rental agreement, regardless of the rental platform (Outdoorsy, RV Share, etc) and supersedes all contradictory terms of the platform rental agreement, if any. This agreement also supersedes any contradictory terms and conditions listed on the rental platform.

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Renter Signature and Date

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Renter Printed Name

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Renter Address and Phone Number

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Owner Signature and Date

### 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 **Dennis and Loriann Pagan** TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

RENTER IS RESPONSIBLE FOR MAKING NOTE OF ALL EXISTING DAMAGE BELOW, BEFORE LEAVING WITH THE RV. Failure to list something constitutes the Renter's agreement that such damage did not exist at the time of pickup/delivery.

Interior:

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Exterior:

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Renter Signature and Date

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Renter Printed Name

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Owner Signature and Date