## **Supplemental Rental Agreement**

This rental agreement may seem long, but I want to make sure you are fully informed and have no unrealistic expectations concerning your RV rental. Most rental agencies have the same rules, I just want to be completely up front and prevent any misunderstandings later. Please make sure you understand the rules and ask if you have any questions about any particular rule or expectation. Unfortunately, some customers will break rules or take things from the RV if there are no fees upon return for doing so.

- No Refunds for Early Returns: 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.
- Fee for Late Returns: Usually return time is 9am on the last day unless you have agreed on different time with the owner. If you are late returning the unit there is a \$10 per hour late fee. If returned after 2pm, an additional day of rental fee will be charged. You will also be responsible for the cost of any canceled rentals due to your late return. All drivers must be at least 25 years old and must be listed on the contract when you pick up the unit.
- 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, ice chest, etc) the item you purchased and the receipt must be surrendered upon return if you want reimbursement.
- **NO SMOKING, NO PETS**: Smoking (including cigars, pipes, drugs, etc) in the unit forfeits your entire security deposits. Pets in the unit forfeits your entire security deposit
- NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. RV returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
- NO FESTIVALS, NO OFF ROADING, NO TRIPS OUT OFF USA
- NO DRY CAMPING: We do not allow dry camping. Hook ups to electricity and water must be available during your rental. <u>Short term boondocking must be approved by us</u> beforehand. Dry camping/boondocking <u>without the owner's approval</u> will forfeit your entire security deposit.
- Odors/Cooking: You are welcome to use the kitchen. Cook whatever you like. Please make sure, all the utensils are cleaned and in the same condition. Also, we do not allow anything that can create a strong smell in the RV that is difficult to remove. So, please watch out. An extra cleaning fee will be charged to remove the odor.
- **Road 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 Cameras, parking tickets, etc: 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.
- Awning: We discourage the usage of the exterior awning. This is for your protection because they are at a minimum of \$3,000 to replace. They can be damaged very easily due to weather or accidental misuse. Awnings ARE NOT COVERED by insurance and you will be responsible for paying for the damage. If you must use the awning, please do not use it under bad weather and do not leave it out overnight or unattended.
- **Generators**: 4 hours/day included. \$3/hour overage charge applies for any hours over the included amount. You are responsible for checking the oil every 25 hours of usage.
- Mileage: 100 miles/night is included in your rental. Any excess mileage will be charged at \$0.35/mile.

- 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.
- **Training**: 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.
- **Speed limit**: Please drive the motorhome under the **speed limit of 60miles/hr**. Follow local state rules and keep it around 60.
- **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 \$50/hr.
- **Propane**: A \$20 administrative fee plus \$5/gallon will be charged if the tank is not returned at the same level as when it's picked up.
- Appliances: The A/C, generator, awning, 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. For assistance, you are advised to reach out to us.
- Renter Damage: 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.
- Waste Holding Tanks: 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 of \$150.
- **Fuel**: A \$20 administrative fee plus \$5/gallon will be charged if the gas tank is not returned at the same level as when it's picked up. This increase from \$3 to \$5 is due to a recent surge in price.
- **Personal Property**: You release **Apparao Badithimani** and **Naveen K Chandu** 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, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.
- **Personal Injury:** You release **Apparao Badithimani** and **Naveen K Chandu** 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.
- 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.
- **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.
- 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.
- Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the rental of the rv 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: \_\_\_\_\_

## Additional Terms:

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS(IF ANY) AND WITHOUT RESERVATION. THE OWNER OF THE RENTAL DOES NOT WARRANT AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES ON THE RENTAL INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION, SUITABILITY, OR FITNESS OF THE RENTAL OR TIRES FOR ANY PARTICULAR PURPOSE.

THE RENTAL OWNER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FROM ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER THE RENTAL OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU UNDER THIS AGREEMENT.

BY EXECUTION OF THIS AGREEMENT, RENTER FURTHER RELEASES AND HOLDS HARMLESS RENTAL OWNER FROM ANY AND ALL CLAIMS FOR DAMAGES AND CONSEQUENTIAL DAMAGES INCURRED BY RENTER AND ANY OTHER OCCUPANT OF THE RENTAL INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY OR DEATH, COSTS FOR REPLACEMENT RENTALS, FUEL, TELEPHONE, TRAVEL, MEALS, LODGING COSTS, LOSS OF PERSONAL PROPERTY, LOSS OF REVENUE, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND THAT RENTER OR ANY OCCUPANT OF THE RENTAL MAY INCUR.

I have read and agreed to these terms and conditions and thereby give my consent to the agreement.

Renter Signature and Date:

Renter Printed Name:

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.

DUMP \$150 CHARGE WILL BE ASSESSED IF BLACK OR GRAY TANKS ARE NOT EMPTIED PRIOR TO RETURN.

PROPANE & FUEL \$20 ADMINISTRATIVE FEE PLUS \$5/GALLON WILL BE CHARGED IF NOT RETURNED AT THE SAME FUEL LEVEL.

MILEAGE 100 MILES/NIGHT IS INCLUDED IN YOUR RENTAL. ANY OVERAGE WILL BE CHARGED AT \$0.35/MILE.

KEY REPLACEMENT \$50 CHARGE WILL BE ASSESSED IF ALL KEYS ARE NOT RETURNED.

SHORE-POWER ELECTRICAL CORD REPLACEMENT \$150 TO REPLACE DAMAGED ELECTRICAL SHORE POWER CORD \$50 TO REPLACE 50AMP ADAPTER.

SEWER HOSE REPLACEMENT \$100 TO REPLACE LOST OR MISPLACED SEWER HOSE AND/OR ADAPTERS.

CLEANING... MINIMUM CLEANING FEE OF \$100 IS PAID AT THE TIME OF BOOKING... PLUS \$50/HR (1HR MINIMUM) FOR ANY EXTRA CLEANING REQUIRED AFTER RETURN. THE RV SHOULD BE RETURNED IN A SIMILAR CONDITION AS IT WAS AT PICK-UP.

SMOKING IS STRICTLY PROHIBITED. SMOKING IN THIS UNIT WILL BE CAUSE FOR FORFEITURE OF ALL SECURITY DEPOSITS AND MAY WARRANT ADDITIONAL FEES.

Renter Signature and Date:

Renter Printed Name:

Owner Signature and Date: \_\_\_\_\_