

Supplemental Rental and Rules Agreement

2019 Ram Promaster 1500

Jennifer Lawlor, Owner of Rhody Vans, LLC

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. Training:** Before the start of your trip, it is required to complete a pre-rental orientation of the RV. This orientation will take about 30 minutes, depending on any prior experience you have with a RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. No Refunds for Early Returns or Delayed Pickup:** If you return the RV early or pick up the RV late, we do not refund the unused days/time for any reason including weather. 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.
- 3. Fee for Late Returns:** A fee of \$50 per hour (non-prorated) will be charged if the RV is returned later than the agreed upon time. 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 charged against 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 #4. All drivers must be at least 25 years old, must be verified for insurance, and must be listed on the platform's rental contract when you pick up the RV.
- 4. Rental Period:** Dates and times as stated in the RV Share / Outdoorsy rental confirmation details.
- 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, as well as actual cost to repair any damage to the vehicle
- 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. Responsibility for any traffic or parking violations will be transferred to you and you will be charged a \$20 administration fee in addition to the cost of the fine or violation. If you want to use toll roads, you are free to pay cash at the booths, utilize our toll tag service, or use your own toll tag. By default, we will provide a toll tag in the RV and will pull a report of any toll fees after the end of your trip. You will be charged just the cost of any tolls. Any invoices or toll by plate, etc. mail that we receive for the dates of your trip will also be charged at the cost of the toll. If you wish to use your own toll tag you must notify us before the completion of key exchange.
- 7. Campground Reservations:** We are not responsible for campground reservations – including cancelations for COVID or weather. 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. Mileage:** During the course of your RV rental, there are 100 miles included per night. Each subsequent mile driven over the included number of miles will be charged against your security deposit, at a rate of **\$0.65** per mile.

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- 9.** Fuel: The RV you are renting runs on **unleaded gasoline**. Failure to use the correct fuel will cause significant damage to the RV and you will be charged for all related damages and fees. You are responsible for all fuel charges. You are also responsible for re-fueling and any charges that may arise from running out of fuel. Roadside assistance may be of some help, but there is no guarantee. The RV must be returned with the same level of fuel present as the time of pickup/delivery, or \$5 per gallon will be charged to your security deposit for any necessary refueling.
- 10.** 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 in the rear, in the rare event a flat tire/blowout occurs.
- 11.** Rooftop Usage: We do not allow the use of the RV rooftop. Any evidence of rooftop usage (shoe prints, damage to solar panels, 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.
- 12.** Bicycles: This RV is not equipped to carry or store bicycles. There is no bike rack available, no hitch to receive a rented bike rack, no roof rack for tying bikes to, the storage area under the bed is not large enough to store bikes, and the interior living spaces of the van **may not** be used to hold, store, or transport bikes at any time for any reason. Bicycles can cause extensive damage to walls, ceilings, cabinets, windows, floors, etc. if stored inside the van while in transit or at any time. Any evidence of this will result in forfeiture of the security deposit, and you will be responsible for payment of any excess damages.
- 13.** Pets traveling in, staying in, or visiting the RV must be disclosed prior to booking. There is a non-refundable fee of \$25 per pet, with a max of 2 pets at any given time. Pets may not be left unattended inside the RV at any time. If any damages caused by the pet occur, including but not limited to, scratches, dents, wear, bite/chew marks to floor, seats, upholstery, cabinetry, or any other surfaces or parts of the interior/exterior of the RV, you will be responsible for the cost of all damages. Your security deposit will be charged against to cover the cost of the damages and any labor involved in repairs and/or replacement, and you agree to pay any excess damage fees that may exceed the security deposit amount. If there is evidence of urine, feces, or excessive pet hair you will be responsible for a minimum \$200 deep cleaning fee.
- 14.** Waste Holding Tanks: There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the cassette toilet 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 rolls of RV safe toilet paper and we ask that this is the ONLY thing put into the toilet's holding tank. There is to be nothing other than sink 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 Cassette Toilet) must be emptied, and cassette toilet tank must be rinsed, prior to return. If tanks are not empty, you will be charged a \$50 dump fee.
- 15.** Cleaning: The RV must be returned with a clean interior and empty black and gray tanks. "Clean" means as you received it – as shown in the RV condition acknowledgement. If you return the RV dirty, you agree to pay a \$150 additional 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.
- 16.** Smoking: There is NO SMOKING allowed in the RV. If smoke (including cigars, pipes, vapes, drugs, excessive camp fire smoke, etc.) is detected you will be charged a minimum fee of \$1000, as well as the cost of actual damage that may be above and beyond that amount.
- 17.** Seatbelts: The RV is equipped with 2 seatbelts. No passengers may travel in the RV without wearing a seatbelt.

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- 18. LP Detector:** The LP detector/fire alarm is present for your safety. It is battery operated and occasionally may need to have the batteries replaced. If the batteries are low the unit may start beeping, you can find spare batteries in the top drawer next to the bed.
- 19. 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.
- 20. 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 the item you purchased and the receipt must be presented 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.
- 21. 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 or lost 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 temporary 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 against your security deposit.
- 22. Driving Safety:** Driving an RV is not like driving a standard vehicle and requires your undivided attention. ONLY verified drivers may drive the RV – never allow a valet or camp host or anyone else who is not a verified driver drive or park the RV. Any damage that occurs to the RV while it is driven by anyone who is not a verified driver is still the responsibility of the renter. Please remember that RV's are much taller than a standard vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. These types of impacts will result in damages totaling MORE than your security deposit - 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 the RV are listed on the rental listing and in the rental binder. The height of the RV is 9 ft 3 inches and the length is 18 ft. Never attempt going through a drive-through or parking garage in the RV. The RV must never be driven faster than the posted speed limit, the speed of the RV is recorded via GPS unit. Any instance of the RV being driven above the posted speed limit or 65 mph (whichever is lower) will result in a fine of \$100 for each day that an over speed instance occurs.
- 23. Appliances:** In case of any malfunction please contact us immediately for assistance and we will do our best to troubleshoot with you. No reimbursement will be given for malfunction of non-essential appliances.
- 24. Electrical System:** The RV is designed to be run both with shore power and with the house batteries. If the Renter chooses to dry camp without electrical hookup, or runs the RV systems or any plug in appliances solely from the house batteries, they are responsible for managing the battery levels. Any damage to the electrical system or any other part of the RV resulting from misuse, draining the house batteries below 20% capacity, or running appliances that are too large for the system is the responsibility of the Renter. Security Deposit will be assessed for the amount of the repairs. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.

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- 25. 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 RV. Abandonment means leaving the RV 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 RV without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
- 26. Lockout/Lost or Damaged 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 \$300 PER missing key. If owner is enroute 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 \$300 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. If key is broken or damaged in any way, renter will be responsible for full cost of replacement at \$300.
- 27. GPS Tracking:** The RV has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason. Failure to accurately report your destination, or giving an arbitrary destination in order to attend a prohibited event (music festival or concert, large sporting or tailgating events) will result in complete loss of your security deposit and you will be required to return the RV to owner immediately, and NO refund will be granted for unused rental dates.
- 28. Personal Property:** Your personal property brought with you is your responsibility, and by signing this agreement, 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. Renter agrees that Owner is not responsible for any damages or theft that may occur to the Renter's personal vehicle if parked at the 401 Storage facility during the rental period.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. RV Return:** When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied. Once 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. 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.
- 34. 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.

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- 35. 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.
- 36. 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.
- 37. Value Agreement:** The renter agrees the replacement value of the RV is **\$78,000**.
- 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, illness, loss of income, incurred costs, loss of life or loss of limb or damage to personal property. Owner assumes no liability for how the RV is used during the rental period. Furthermore, the renter agrees not to disparage the Owner of the RV in any manner at any time.
- 39. Fees:** The Renter agrees to not attempt to discharge any unpaid fees for damage, claims or other fees, assessed according to this agreement.
- 40.** 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.

Renter Signature and Date

Renter Printed Name

Renter Address and Phone Number

Owner Signature and Date

Renter Initials: _____