

Supplemental Rental and Rules Agreement

VIN: 1FDXE4FN5MDC31982

Owners: Joanne & Ace David (LuxevegasRV)

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 upfront 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 the RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
- 2. No Refunds for Early Returns:** If you return the RV early we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the RV; however, if 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 \$100 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 applied to your security deposit. Renter forfeits their right to complete a return walkthrough with the owner of the unit is returned at a time different than indicated in line item # 41. 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: 30-60 minutes late return \$100 61-120 minutes late return will be \$200

- 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. **Trip Destinations:** Failure to accurately report your destination or giving a false destination to attend a prohibited or higher deductible event will result in the forfeiture and total loss of security deposit.
6. **Capacity:** Our RV has 8 seatbelts and can sleep up to 8 people. Most state's RV seatbelts law requires all passengers must wear seatbelts. Exceeding the number of travelers and its capacity can result in high-risk accidents and insurance may be denied.
7. **Toll Roads, Red Light Cameras, Parking Tickets:** Toll invoices are a major burden, and if we receive any, a \$70 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 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.*
8. **Campground Reservations:** We are not responsible for campground reservations – including cancelations 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.
9. **Awnings:** We do allow the usage of the exterior awning, but advise using it with caution. This is for your protection as well because they are NOT COVERED by insurance and they are very expensive to 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. The awning should NEVER be opened during strong winds, overnight, or while away from RV to prevent damage. Awning repairs are EXTREMELY expensive and the renter bears full responsibility for the cost.
10. **Tires:** Tires of the RV have been inspected and checked, along with all other parts, before your rental period but if a tire seems low you can refill it with air.

11. **Propane:** Propane is free. Only Initial is provided. Renter is responsible to refill after all used if needed.
12. **Speed Limit:** Please Do not go over above **65 miles per hour**. You are required to follow ALL “truck speed limit” signs, and never travel in the left lane, unless passing.
13. **Generators:** The generator is for running the AC and temporary power while traveling. They are not used for “Constant run” and are designed or allowed to use as primary power while you are camping by running them constantly for an extended period. Do not leave the RV unattended while the generator is running. Do not run the generator overnight or while sleeping due to safety reasons. The generator must have at least 1/2 tank full of fuel to operate. Limit 6 hours per day. Extra \$4 per hour after that.
14. **Rooftop:** No climbing on the 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.
15. **Pet:** We do not allow pets in the RV, due to the upholstery soft material and the risk of stains, smells, or other damage. Any evidence of pet hair, pet damages occur, including evidence of pet urine or feces upon return, you will forfeit your entire security deposit, and any excess damage will be charged to you accordingly.
16. **Smoking:** There is **NO SMOKING** allowed in the RV, If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500. **NO EXCEPTIONS.**
17. **NO DRUGS:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Any 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.

18. **Appliances:** The A/C, radio, microwave, television, oven, 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.

19. **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, curry, deer, etc. These must be prepped/cooked outside the RV. If odors are detected you will be charged 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.

20. **Towing:** Strictly we do not allow towing anything to our RV. The rental platform (Outdoorsy, RV Share, etc) doesn't cover towed vehicles or any damage from towing.

21. **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 many rolls of 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 before 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 \$50 dump fee. NO EXCEPTIONS.

22. **Cleaning:** We do NOT charge an upfront cleaning fee. The RV 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 RV condition acknowledgment. If you return the RV dirty, you will be charged a \$150 cleaning fee.

14a.A Deep Cleaning Fee of \$300 will be charged if RV is returned unclean and requires more than a surface cleaning or any reconditioning.

23. **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 dumping fee, etc., you can elect to have them deducted from your deposit. These elections should be noted on this form at the end.
24. **Damage/Minor Repairs:** Any damages need to be reported to us immediately. If a potential repair is minor, you may repair 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. 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 surrendered upon return of the RV if you want reimbursement. Should you repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.
25. **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, etc., are damaged during the rental period you are responsible for paying all damages, whether you were at fault or not, or if the 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 walkthrough 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.
26. **RV 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 RV with no intention of returning to it or delivering it back to the owner/drop-off location. 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.

27. **Lockout/Lost Keys:** In the event, a lockout occurs you agree to pay .75 cents per mile, round trip, for the owner to drive and unlock the RV and a fee of \$25 PER missing key. If the owner is en route and the 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 the owner before work is done.
28. **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 – as this is a personal and bodily fluid/pathogen-related item, we can't pass it from renter to renter.
29. **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 to attend a prohibited event will result in complete loss of your security deposit and you will be requested to return the RV to the owner immediately, and NO refund will be granted for unused rental dates.
30. **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.
31. **Personal Injury:** You release owner(s) from all injury claims, 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.
32. **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.

33. **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.
34. **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.
35. **RV Return:** When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied., 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 walkthrough will be completed and a precursory Return Form will be provided. **Photos and Videos** will also be taken by the owner for reporting to the 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.
36. **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, 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.
37. **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.
38. **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

39. **Boondocking/Dry Camping:** Camping without hookups (water, sewer, electric) restricts the capabilities of the RV. You are limited to freshwater 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.
40. **Inventory/Consumable Products:** Renters agree to return the RV with all original contents in place to any convenience items, inventory items, and any optional items except for consumables. Renters must understand that owner will only provide a limited amount of consumable products that may or may not be enough for the entire rental period. When renters are away from RV, all exterior items and doors including undercarriage storage should remain locked to prevent theft. If any inventory items are damaged or missing at the time of the return, the renter risks forfeiture of some or all of the security deposit, at the owner's discretion.
41. 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.
42. **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. The 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.

43. Fees: The Renter agrees to not attempt to discharge any unpaid fees for damage, claims, or other fees, assessed according to this agreement.

44. 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.

45. Rental Period: _____ at __:___ until
_____ at __:___.

Renter Printed Name Renter Signature and Date

Renter Address and Phone Number

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 (Joanne & Ace David) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

MILEAGE: 150 Miles per day. **\$0.50** Charge for every mile over per day. (To be calculated upon renter's return.)

GENERATOR USAGE: 6 HOURS FREE per day. **\$4.00** Charge for every hour over per day.

WASTE TANKS NOT EMPTIED: **\$50** charge will be assessed if black and gray tanks are not emptied before return. (via your reservation OR per your deposit)

LATE RETURN: **\$100** per hour charge will be assessed if RV is returned later than agreed upon time.

REFUELING FEE: **\$50** + plus the cost of the gas with receipt. We only charge if the tank is not full.

TOLL INVOICE: **\$70** charge will be assessed plus the cost of toll charge for EACH invoice received.

CLEANING: **\$150** charge will be assessed if RV is returned unclean or in a condition less than received.

DEEP CLEANING: **\$300** charge will be assessed if RV is returned unclean or unreasonably dirty, AND requires extensive amounts of effort to clean or recondition.

MISSING KEY(S): **\$25** charge will be assessed per each missing key(s).

SMOKING IS STRICTLY PROHIBITED: **\$1500+** charge will be assessed if the smell of smoke is detected in the RV.

REFUNDABLE SECURITY DEPOSIT: **\$1500**

**ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 3%.

Renter Printed Name.

Renter Signature and Date

Owner Signature and Date