Supplemental Rental and Rules Agreement

2016 Mercedes Sprinter Campervan

VIN: WDYPE8CDXGP309249

Owners: Quinton Johnson & Briana Ross

This supplemental rental and rules agreement will detail what is expected during your rental period. It may seem like a lot, but	we
prefer to be upfront and transparent so there is no confusion or unrealistic expectations that may cause misunderstandings later.	

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1.	Rental Period:	at .	•	until	at .	•	
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- 2. Training: When you pick up the RV, we will complete a pre-rental orientation that will take about 1 hour, depending on your prior experience with a campervan. A thorough walkthrough takes time, so please plan accordingly.
- 3. No Refunds for Early Returns: If you return the campervan early, we will not refund the days you will not use it. This rule includes if you have been in a motor vehicle accident with the vehicle; however, if the motor vehicle accident is not your fault, you may recover your rental costs from the at-fault driver's liability insurance.
- 4. Fee for Late Arrivals and Returns: If the renter is more than 90 minutes late for their scheduled pickup time, the owner has the right to cancel the reservation or reschedule the arrival time at the owner's discretion. 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 applied to your security deposit. Renter forfeits their right to complete a return walkthrough with the owner if the unit is returned at a time different than indicated in line item #1. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.
- **5.** Travel Restrictions: Traveling on non-paved roadways, such as logging roads, forest service roads, beaches, etc., is not allowed without prior written approval. Driving on a non-paved road inside a licensed RV park is acceptable. However, driving on unapproved roads will result in the forfeiture of your entire deposit.
- 6. Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive any, a \$50 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 \$50 administration fee. If you want to use toll roads, you can pay at the plazas or bring your own toll tags. Please ensure no invoices, toll by plate, etc. mail is sent to us (the owners), or the \$50 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 cancellations 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.
- 8. Awnings: We allow the usage of the exterior awning, but advise using caution! This is for your protection as well because they are NOT COVERED by insurance and are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence, is 100% the renter's responsibility and could exceed your security/damage deposit amount.
- **9.** Generators: If you choose to use **your own** generator, the following rules will apply. Do not use a generator inside the campervan it MUST be kept outside. Do not leave the campervan 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 2000 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 campervan, its appliances, and systems by the use of a generator.

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- 10. Tires: RV tires are partly filled with nitrogen, as it does not cause pressure fluctuations. The tires on the RV have been inspected and checked, along with all other parts, prior to your rental period, but if a tire seems low, you can refill it with air. There is also a spare tire included underneath in the rare event a flat tire or blowout occurs. If a blowout occurs, contact Roadside Assistance for help changing the tire. DO NOT attempt to change it yourself.
 - a. The owners assume no responsibility for replacement costs of tires damaged during rentals. If a renter experiences a flat tire, the renter is responsible for all costs of repairing and replacing that tire. If it is suspected that a manufacturer error caused the blowout, the tire must be returned to the owners for review. If, after review, the tire manufacturer agrees to reimburse the replacement cost, the renter will then be credited for their upfront expenditure.
- 11. Fueling: The campervan runs on diesel fuel. <u>ABSOLUTELY NO SUBSTITUTE</u> can be made. If a renter incorrectly fills the vehicle with improper fuel, the renter must IMMEDIATELY shut off the van's engine and notify the owners. DO NOT attempt to "burn off" the improper fuel. A renter who improperly fuels the vehicle is responsible for all costs incurred to replace and repair the fuel system.
 - a. The campervan will be provided to you with a full tank of diesel fuel. The van must be returned with a full tank of diesel fuel. If the RV is not returned with a full tank of diesel fuel, a fee of \$50 will be assessed in addition to the cost of the fuel needed to fill the vehicle.
- 12. Diesel Exhaust Fluid (DEF): In compliance with federal emissions regulations, the campervan is equipped with an emission reduction system. DEF must be added to ensure the motor functions as intended. The campervan's DEF tank will be filled prior to your departure. During your orientation, you will be shown how to monitor the DEF level and fill the DEF tank, if necessary. We DO NOT require that the DEF tank be filled upon return.
 - a. If an engine malfunction occurs due to the renter's negligence in properly monitoring the DEF level, the renter will pay for the entire cost of the repair, plus towing.
- **13.** Rooftop Usage: We <u>do not</u> allow the use of the campervan's 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.
 - a. This section does not preclude the use of any rooftop accessories, such as a rooftop cargo carrier, that were rented in addition to the campervan.
- 14. Dogs: You MUST request & get owner approval by selecting the pet fee as an add-on before allowing a dog in the RV. The owner reserves the right to accept or decline any dog for any reason. Dogs are not permitted on any upholstered area due to the soft material and the risk of stains, smells or other damage. If any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit and any excess damage will be charged to you accordingly. If any significant amounts of pet hair are left upon return, you will be charged a full Deep Cleaning Fee for this to be removed. (See Fees Addendum)
- **15.** Propane: The owner will fill and turn on the propane tank prior to the beginning of your reservation. The tank should not be accessed during your reservation without prior written approval.
- 16. Waste Holding Tanks: There should be nothing, including, but not limited to, feminine napkins or tampons, diapers, tissues, napkins, etc., put into the compost toilet 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 compost toilet. Nothing other than sink or shower water should be 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. It is essential to ensure the sink basket strainer is in place during use.
 - a. Waste holding tanks (compost toilet and gray tank) must be emptied prior to return. If the compost toilet is used, the compost section and urine container must be emptied prior to return. Additional compost pucks are provided and must be placed in the compost section prior to return. The urine container must be clean upon return. The gray water holding tank must be emptied. If any tank is returned not in compliance with the above mentioned provisions, a \$150 dump fee will be assessed. NO EXCEPTIONS.

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- 17. Cleaning: We do NOT charge an upfront cleaning fee. The campervan must be returned with a clean interior and empty waste tanks. "Clean" means, as you received it as shown in the campervan condition acknowledgment. If you return the campervan unclean, you will be charged a \$150 cleaning fee.
 - a. A Deep Cleaning Fee of \$300 will be charged if RV is returned unclean AND requires more than a surface cleaning or any reconditioning.
- **18.** Smoking: **NO SMOKING** is allowed in the campervan. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected, you will be charged a minimum fee of \$1500. NO EXCEPTIONS.
- 19. Generator: If you opted for a generator add-on with your rental, and by signing this agreement, you will be held responsible for the condition of the generator during the period of your rental. It must be returned in the same working condition as it was given to you. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during your rental period. You are responsible for all generator fuel and the operation of the generator during your rental period. The generator is to be used **outdoors only.**
- **20.** NO DRUGS: Any evidence of the storage, transportation, or use of illegal substances will forfeit your <u>entire</u> security deposit. If the campervan is returned with any evidence of drug use or transportation of such, it will result in law enforcement being called for a report and to collect the evidence.
- **21.** Odors/Cooking: We do not allow anything that can create a strong, difficult-to-remove smell in the RV. These must be prepped/cooked outside the RV. If odors are detected, you will be charged the Deep Cleaning Fee of \$300.
- 22. Damage/Minor Repairs: Any damages 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. There will be NO reimbursement if you do not bring back the faulty 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 make a repair without consulting us first, you assume liability for the repair and any subsequent repairs needed.
- 23. Renter Damages: If the campervan, inside or out, and ANY of its contents that were present at the time of pick up, including, but not limited to couches/chairs, tables, beds/bedding, counters, walls, 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 the renter present at the time the 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 campervan is charged to the renter via cash upon return or charged to your security deposit.
- 24. Towing: Towing a trailer of any sort with the campervan without prior approval is explicitly prohibited. If prior approval to tow a trailer with the RV is granted, the renter assumes all liability for ensuring that the trailer is legally registered, insured, in road-safe condition, and within legal weight requirements as specified by each state traveled through. Any damage resulting to the campervan from towing a trailer is the sole financial responsibility of the renter to repair. If it is learned that the campervan was used to tow a trailer without prior approval or towed a trailer in excess of the pre-approved dimensions, it will result in the forfeiture of your entire security deposit.
- 25. Appliances: The A/C, radio, microwave, refrigerator, furnace, awning, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. Fixing any malfunction is not guaranteed. 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.

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- 26. 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 campervan. Abandonment means leaving the campervan with no intention of returning to it or delivering it back to the owner/drop-off location. In the event you abandon the campervan 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 campervan and a fee of \$75 PER missing key. If the owner is en route and the key is found, and the campervan 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 \$75 fee PER key. If the campervan OWNER determines a locksmith is required for lockout/lost key service, the total 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.** 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 pet fee, you can elect to have them deducted from your deposit. These elections should be noted on this form at the end.
- 29. Personal Property: Your personal property brought with you is your responsibility, and you release campervan 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.
- **30.** Personal Injury: You release 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 the return period.
- **31.** Severability: If any provision within this Supplemental Rules and Rental Agreement is determined invalid, void, or unenforceable judicially, the remaining provisions shall remain in full effect and force.
- **32.** 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.
- **33.** 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.
- 34. RV Return: When the RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been returned. Once the RV has been returned, it 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, and a precursory Return Form will be provided. Photos will also be taken by the owner for reporting to rental platforms &/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.
- **35.** 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.
- **36.** 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.
- **37.** 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. The inspection may take anywhere up to 72 hours after the rental period.

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- **38.** Speed Limit: The campervan tires are not rated for high speed, like light truck and vehicle tires. While operating our van, you assume all liability for your rate of speed. By signing this agreement, you acknowledge that the **MAXIMUM** allowed speed while driving the campervan is **70 miles per hour**. If prior approval to tow a trailer is granted, you must follow ALL "truck speed limit" signs and never travel in the left lane unless passing.
- **39.** Boondocking/Dry Camping: Camping without hookups (water, sewer, electric) restricts the capabilities of the campervan. You are limited to freshwater and 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 assume full responsibility and liability for the limited capabilities and capacities.
- **40.** Lost Wages Resulting from Renter Negligence: If the campervan is damaged during the rental period due to the renter's negligence, the renter will be responsible for all lost wages incurred by the owners due to necessary repairs to the vehicle. Lost wages will be calculated in terms of reservations that were required to be canceled due to the vehicle's damage.
 - a. Examples of renter negligence include but are not limited to, at-fault accidents, improper fueling, and improper monitoring of the DEF level.
 - b. Renter negligence does not include not-at-fault accidents, acts of mother nature, etc.
- **41.** Hold Harmless: The renter agrees to hold harmless the owner of the rented RV at all times and in all situations. The renter assumes all risk when renting the RV, and the 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.
- **42.** Disclosure Statement for GPS Tracking: To provide a safe and responsible rental experience, please be aware that our campervan is equipped with a GPS tracking device. By signing this supplemental rental agreement, you acknowledge and consent to the use of this tracking device for the following purposes:
 - a. Monitoring Compliance: We will use the GPS tracking device to ensure compliance with the rental agreement's terms and conditions. This includes monitoring prohibited activities such as speeding or traveling to restricted locations, including, but not limited to, the Burning Man Festival.
 - b. Enforcement of Rules: In the event that any rules or regulations outlined in the rental agreement are violated, we reserve the right to use the data collected from the GPS tracking device to take appropriate action. This may include imposing penalties or seeking legal remedies.
- **43.** This agreement is in addition to the rental contract for the platform (Outdoorsy, RV Share, etc.). Both contracts are in effect 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.

Renter Signature and Date
Renter Printed Name
Renter Address and Phone Number
Owner Signature and Date

Renter Initials: _____

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 TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$150** charge will be assessed if compost toilet and gray tanks are not emptied prior to return. (via your reservation OR per your deposit)

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

LATE RETURN: \$50 per hour charge will be assessed if RV is returned later than the agreed-upon time.

PETS: Pets authorized by the owner at the time of pickup are welcome in the campervan. Should any damage occur because of your pets, you are responsible for costs related to damage, including, but not limited to, urine or waste stains, claw/scratch/chew marks, and damage to furniture.

a. Any large amounts of pet hair left upon return will be subject to the \$300 Deep Cleaning fee.

FUEL: The campervan will be provided to you with full fuel. If the vehicle is returned without full fuel, a fee of \$50 will be assessed in addition to the cost of fuel needed to top off the tank.

TOLL INVOICE: \$50 charge will be assessed plus the cost of toll charge for EACH invoice received.

CLEANING: **\$150** charge will be assessed if the RV is returned in a condition significantly worse than how it was received. This includes trash left behind, excessive amounts of mud (interior and exterior), spilled substances in the refrigerator, etc.

DEEP CLEANING: \$300 charge will be assessed if RV is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean or recondition. This includes stained cloth items, soiled mattress, etc.

LOCKOUT: If a lockout occurs, a \$75 charge per key will be assessed, in addition to .75 cents per mile for the owner to travel.

MISSING KEY(S): \$75 charge will be assessed per each missing key(s).

ABANDONMENT/RETRIEVAL: A \$3,000 charge will be assessed if the renter abandons the RV at any location or at any time during the rental period and the owner must recover it, or if the owner must retrieve the RV for any reason other than what was discussed at the time of booking.

Renter Signature and Date		
Renter Printed Name		
Owner Signature and Date		
Owner Signature and Date		

Renter Initials: _____

Waste Tanks Addendum

Most renters are not familiar with properly operating an RV's compost toilet and gray waste holding tanks and, therefore, have many questions and concerns regarding this. This addendum is meant to act as a clear outline of your responsibility as a renter for properly using and dumping the waste tanks and the fees if not done successfully. We will go into considerable detail during your pickup orientation and training regarding properly emptying these tanks. There are also step-by-step instructions in our renter's handbook inside the campervan. By signing this addendum, you are agreeing that you have been taught how to empty the tanks and compost toilet and that you understand how to do it. (It is always ok to call, text, or email us with questions about tank dumping or other issues while renting the campervan.)

RV-safe toilet paper will be provided, and we ask that this be the ONLY thing put into the compost toilet. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the compost toilet or gray tank, or a clog may result.

No food or other items other than sink and shower water are to be placed into the gray tank. Any amount of food particles may result in a clog that will require extensive cleaning to clear.

Waste holding tanks (compost toilet and gray) must be emptied prior to return, and valves must be left CLOSED.

When you return the RV, the tank levels will be checked during our inspection. If the tank levels are not visually verified to be empty and clean, you will be charged a \$150 dump fee—NO EXCEPTIONS.

Please ensure tanks have been emptied before returning. Once the van has been returned, you will not be permitted to leave with the RV again.

Renter Signature and Date			_
Renter Printed Name			
Owner Signature and Date			_

Renter Initials: _____