Supplemental Rental and Rules Agreement

2013 WINNEBAGO SIGHTSEER The "Bean Bus"

California Plate: 8VLX467

Owners: Sarah Lim (561-289-7311) / Matthew Rothstein (301-873-7455)

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 up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later.

| 1. | Renter Name: | | | | | | | | |
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| | Renter Phone: | | | | | | | | |
| | Rental Period: | at | : | until | | ā | at | : | |

- 2. Training: At time of departure, we will complete a pre-rental orientation of the RV that will take about two hours. It takes time to do a thorough and complete walkthrough, so please plan accordingly. Note: Even if you have a lot of RV experience, each RV is different and we like to make sure we explain the guirks and unique characteristics of the Bean Bus.
- 3. No Refunds for Early Returns: If you return the rental early we do not refund the days you will not use. This includes if you have been in a motor vehicle accident with the rental; 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 <u>hour</u> 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 or fees will be applied to 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 # 1. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV.

Example: 1-60 minutes late return \$50 61-120 minutes late return will \$100

- **5.** Security Deposit: Your security deposit will be refunded by the third-party renter platform after the RV has been thoroughly inspected and no issues or damages have been found.
- **6.** Travel Restrictions: No travel is allowed on any non-paved roadways like logging roads, forest service or BLM roads, desert roads, beaches, etc. Driving on a non-paved road inside a licensed RV park is acceptable. Driving on roads with very steep grades or roads with severe curves is prohibited. Renters should check roads ahead of time for clearance (our RV is 12'6), grade, and curving of the roads. Truck driving apps are helpful for planning these routes.

Driving on unapproved roads will result in the forfeiture of your entire deposit and additional charges if damage occurs or towing is required.

Please note that insurance will NOT cover damage from driving on unpaved roads even if the damage was not caused by driving on an unpaved road but merely occurred while driving on an unpaved road. Similarly, please note that roadside assistance is sometimes not available for RVs on unpaved roads.

- a. Specific Travel Restrictions: This list is not exhaustive, and may be subject to change without notice, but in general we do not allow our RV to travel through or stop for overnight camping in the following locations:
 - i. Black Rock Desert, Nevada, (the Playa) and similar dry lake beds or areas that produce fine dust;
 - ii. Downtown San Francisco, California, specifically, Filbert Street, Lombard Street, or Coit Tower;
 - iii. "Going to the Sun Road", Glacier National Park;

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- iv. Tuweep, Grand Canyon;
- v. New York City, New York;
- vi. Death Valley California during the summer or other similar extremely hot locations;
- vii. Dalton Highway, Alaska; or
- viii. similar locations or roads that are deemed to be inappropriate for RV use or travel by the owners whether communicated or not.
- b. Penalties, up to the full cost of the RV, will apply if the RV is taken to any of these prohibited locations listed in paragraph 4 to cover damages, owner's time, labor, towing, and any other costs associated.
- 7. Toll Roads, Red Light Cameras, Parking Tickets: Toll invoices are a major burden, and if we receive a toll invoice incurred while you were driving the RV, 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 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.
- 8. Speed Limit: Driving a motorhome requires special attention to speed. Motorhome tires are not rated for high speed, the way truck and vehicle tires are. While driving our rig, you assume all liability for your rate of speed and by signing this agreement, you acknowledge the MAXIMUM allowed speed while towing the rental is 65 miles per hour. You are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing. Please take appropriate care in sharp turn or downhill grades.
- **9.** 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.
- 10. Awnings: We do allow the usage of the exterior awnings, but advise using caution! This is for your own 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.
- **11.** Generators: If you choose to use the generator, the following rules will apply: Do not leave the rental unattended while a generator is running. It is highly recommended not to run a generator overnight or while sleeping due to safety reasons. You, the renter, will assume all responsibility for any and all damages caused to the rental by the use of a generator. As a reminder, our rental comes with **4 hours** of generator use per day; there is an extra charge for any overage.
- **12.** 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 seems low you can refill it with air.
- **13.** Rooftop Usage: We **do not** allow the use of the rental'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.
- 14. 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 or leather area due to the soft material and the risk of stains, smells or other damage. Young puppies must stay in crates. We do not charge an extra fee for a dog; however, there is an additional refundable deposit required for dogs, equal to \$250.00, **per dog**. If any pet damages occur, *including evidence of pet urine or feces*, you will forfeit your entire security and pet deposit, and any excess damage will be charged to you accordingly. If any large 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)

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- **15.** Propane: Propane must be refilled before you return unless you have chosen to add this service (for the \$50 fee) to your booking.
- 16. Waste Holding Tanks: See Waste Tank Addendum. There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the drains or 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 rolls of RV safe toilet paper and we ask that this is the ONLY thing put into the waste holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning &/or repair to removal; renter is responsible for complete cost of this repair, including fees for labor and administrative costs.
 - 13a. Waste holding tanks (Gray and Black) must be flushed and emptied prior to 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 \$200 dump fee.
- **17.** Cleaning: The rental must be returned with a clean interior, exterior, and empty waste tanks. "Clean" means, as you received it or better. If you return the rental dirty, you will be charged \$150 or more.
 - 14a. A Deep Cleaning Fee of \$300 or more will be charged if RV is returned unclean AND requires extensive amounts of cleaning or reconditioning. This does not include damage from fine dust, which may incur a higher charge.
- **18.** Smoking: There is **NO SMOKING** allowed in the motorhome. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$1500.
- **19.** No illegal drugs: Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit.
- **20.** 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 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 more odorous food items.
- 21. Report Damages: Any damages need to be reported to us immediately. If the 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 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.
- 22. Damages or Loss Responsibility: If the rental, 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 your rental period you are responsible for paying all damages, whether you were at fault or not, even 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.
- 23. Delivery: Delivery of our rig is an add-on service. If you request delivery to a campsite, please forward RV slot reservation confirmation as soon as possible after booking, but not later than seven days before delivery. Renter is responsible for ensuring the spot will accommodate the rig. Renter must be present at the time of delivery. If the renter is late to meet at agreed delivery time, late fees will apply. No first come, first serve RV slots can be accommodated.
- 24. Appliances: The A/C, radio, microwave, television, jacks, propane grill, griddle, firepit, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. In case of 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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- 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 rental. Abandonment means leaving the rental with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the rental without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, towing fees, towing storage charges, or vandalism.
- 26. Lockout/Lost Keys: In the event a lockout occurs you agree to pay \$6.00 per mile, round trip, for owner to drive and unlock rental and a fee of \$25 PER missing key. If owner is en route and key is found and rental 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 rental 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.
- 27. GPS Tracking: The rental 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 will result in complete loss of your security deposit and you will be requested 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 you release 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.
- **29.** 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 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 that the owner(s) has 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 owner(s) any monies due, including processing fees, directly or allow the rental platform company to charge your credit card on file for said charges, plus processing fees.
- **33.** 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.
- **34.** 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.
- **35.** 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.
- **36.** This SRA is in addition to the platform 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 or conflict with this SRA is revoked by the renter and owner, as indicated by the signatures below.

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

Waste Tanks (Black and Gray) Addendum

This addendum outlines renter's responsibilities for proper use and care of the waste tanks and the fees associated if not done successfully. We will go into considerable detail during your pickup orientation and training regarding the proper care and dumping of the tanks. There are also step-by-step instructions in our renters handbook inside the rental. By signing this waste tank addendum you agree that you have been taught

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how to dump the tanks and that you understand how to do it. It is always ok to call or text us with questions for waste tank dumping or other issues while you are renting the RV.

- 1) RV safe toilet paper will be provided and we ask that this is the ONLY thing put into the black tank. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the black tank or a clog may result.
- 2) No food, or any other item, other than sink and shower water, can be placed down the drains and into the gray tank. Food particles, even small amounts, may result in a clog that will require extensive cleaning to clear.
- 3) Renter is responsible for the complete cost associated with cleaning or repair of the waste tank system, including labor and administrative costs.
- **4)** Black and gray tank valves must remain <u>closed</u> unless actively dumping. Remember to dump the black tank first and then the gray tank. Please follow all clean out procedures in the manual.
- 5) When you return the RV, the tank levels will be checked during our inspection and if the tank levels, with the exception of freshwater, on the control panel do not read EMPTY, you will be charged a \$200 fee unless a convenience package has been purchased in advance. Once the RV has been returned you will not be permitted to leave again with the RV.

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| Renter Printed Name | | |

**ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 15%

SELECTION OF CONVENIENCE ADD ONS

Convenience services are listed below, at a discount, and are designed to make your rental experience as easy as possible. Adding these early in the reservation helps us plan our time accordingly when you return the RV, therefore, the add ons are <u>significantly cheaper</u> than the penalty *fees* in the fees addendum.

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| **10% discount if paid in cash or venmo** |
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| Convenience Cleaning/ Refill/ Dump Service: Please take care of everything (includes interior, exterior, propane refill, gas refill and dumping fees)! - \$850 (Note: Purchasing this service as a bundle reflects a significant discount! Gas refill alone costs $$\sim$700-750$ for a full tank and an exterior wash alone costs \$300. Please be kind and do not bring the rental back on fumes. If you plan to bring it back empty, we need enough gas to get to the nearest gas station, usually a 10-20 mile radius. Tow fees may apply.) *10% discount if paid in cash or venmo |
| Please note article #16 and 17 in the rental contract. This fee does not cover situations where a deeper clean is necessary, i.e. extensive cleaning, odor removal, or remediation or prohibited items in the holding tanks. In this case, the "deep cleaning fee" (\$300 minumum) may apply in addition to the convenience service fee. |
| Convenience Dump Service: Please dump the waste tanks for me \$150 |
| Convenience Freshwater Refill Service: Please refill the freshwater tank \$50 |
| Convenience Interior Clean Service: Please clean the interior. \$125 Convenience Exterior Clean Service: Please clean the exterior. \$250 Convenience Propane Refill Service: Please refill the propane tanks - \$50 Convenience Gas Refill: I do not want to refill the gas tank \$8.50 per gallon. (Please be kind and do not bring the rental back on fumes. If you plan to bring it back empty, we need enough gas to get to the nearest gas station, usually a 10-20 mile radius. Tow fees may apply.) |

PENALTY FEES ADDENDUM

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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 RENTAL PLATFORM &/OR THE ACTUAL RV OWNER (Sarah Lim or Matthew Rothstein) TO CHARGE YOUR CREDIT CARD ON FILE OR REQUEST PAYMENT VIA INVOICE.

GAS REFILL: \$9.95 per gallon will be assessed if the gas tank is not refilled to its original level. Towing fees may apply if the RV is returned completely empty and we can not drive to a gas station within 10-20 miles.

WASTE TANKS NOT EMPTIED: **\$200** charge will be assessed if black and gray tanks are not emptied prior to return.

FRESHWATER TANK RETURNED FULL: **\$75** charge will be assessed if the freshwater tank is not full or if there has been freshwater contamination.

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 agreed upon time.

PETS: Pets authorized by owner at time of pickup are welcome with an additional \$250 deposit required, per dog. 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, damage to furniture.

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

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

PROPANE: \$75 charge will be assessed if propane tank(s) is not refilled to its original level upon return.

INTERIOR CLEANING: **\$150** minimum charge will be assessed if the interior of the RV is returned unclean or in a condition less than received. This does not include damage from fine dust which may incur a much larger cost.

DEEP CLEANING: **\$300** charge minimum will be assessed if RV is returned unclean or in a condition less than received AND requires extensive amounts of effort to clean, remediation, or recondition. This does not include damage from fine dust which may incur a much higher cost.

EXTERIOR CLEANING: **\$350** minimum charge will be assessed if RV is returned dusty, aside from light pollen or road dust, muddy, or otherwise requires more than just a rinse off. This does not include damage from fine dust which may incur a much higher cost.

LOCKOUT: **\$25** charge will be assessed per key if lockout occurs in addition to \$6.00 per mile for owner to come and unlock RV.

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

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

BREAKING TRAVEL RESTRICTIONS: Violating travel restrictions outlined in paragraph 4, will incur penalties and fees up to the full amount of the RV plus labor and owner's time.

**ALL FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED AN ADDITIONAL PROCESSING FEE OF 15%.

Renter Signature and Date

Renter Printed Name