Supplemental Rental and Rules Agreement

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Owner: Mobile Cabin, LLC James & Larissa Taylor 503.308.3052 503encore@gmail.com

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.** 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 a recreational vehicle.
 - 1.1. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
 - 1.2. Walk through will culminate with a short drive and a trip through a fuel station to demonstrate how to properly fuel coach and to show that the tanks are full.
 - 1.3. Please don't hesitate to call me with any questions or concerns regarding the operation of the coach.
- 2. No Refunds for Early Returns except in the case of no-fault mechanical failure causing loss of driving capacity over 24 hours : Otherwise if you return the RV early we do not refund the days you will not use.
 - 2.1. This includes if you have been in a motor vehicle accident with the vehicle; 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.
 - 2.2. In the case of no-fault mechanical failure loss of drivability.
 - 2.2.1. Roadside assistance should be able to address the issue or tow the RV to a repair shop.
 - 2.2.1.1. Compensation/refund for additional housing or missed reservations will be considered on a case by case basis, up to an amount not to exceed the cost of rental agreement.
 - 2.2.2. Once at a repair shop, if the repairs are planned to take more than 24 hours, renter has the option of cancelling remainder of trip and being reimbursed for an amount, not to exceed the rental agreement.
 - 2.2.3. Total cumulative refunds/compensation shall not, under any circumstances, exceed value of the rental agreement.
 - 2.2.4. The owner must be informed and security of RV established to owners satisfaction before renter can leave RV.
- **3.** Fee for Late Returns: Return later than 5 PM will result in a \$20 fee, after 7 PM \$50 fee. Additionally, 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 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 owner, if the unit is returned at a time different than indicated in line item # 19..

Example:

15-75 minutes late return \$50 75-135 minutes late return will \$100 5:30 - \$20 5:30 scheduled return but return at 6:00 \$70 (\$20 + \$50)

- 4. All drivers must be at least 25 years old and must be listed on the contract when you pick up the RV. NO EXCEPTIONS.
 - 4.1. Only verified drivers are covered under insurance provided with all the rental platforms Outdoorsy, RVShare, Good Sam or RVEZY
 - 4.2. It is highly encouraged that you have at least 2 verified drivers on each trip in case of emergency or other unplanned situation.

Renter Initials:

- **5.** Travel Restrictions: No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. unless specifically discussed and agreed upon prior to rental.
 - 5.1. Driving on a non-paved road inside a licensed RV park is acceptable.
 - 5.2. Driving on unapproved roads will result in the forfeiture of your entire deposit.
 - 5.3. Driver is responsible for evaluation of roadway, even licensed RV parks have sections that are not acceptable for travel by motorhomes.
 - 5.4. Driver to be mindful of overhead hazards including but not limited to: powerlines, tree branches, bridges.
 - 5.5. RV is **12'7" High, 8'5" Wide, 35'4" Long**
 - 5.6. Do **NOT** proceed under any bridge or parking structure listed as less than 13'.
 - 5.6.1. The low clearance area may have had pavement added due to a repair and clearance may no longer be 13' and it's close enough you don't want to take that risk without verifying.
- 6. 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 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.
 - 6.1. 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, but not limited to 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.
- 8. Awnings: We DO allow the usage of the exterior awning but advise using caution! This is for your own protection as awnings 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 likely exceed your security/damage deposit amount even for minimal damage. Most RV rentals do not include the use of the awning.
- **9.** Generator RV is equipped with on-board generator that will run all the electrical devices in RV. The generator uses same fuel tank as chassis, which can contain up to 88 gallons of fuel. (4) hours of generator usage per rental day is included.
 - 9.1. Renter is responsible for observing exhaust emitted by generator and verifying that fumes are being dispersed by the air and not collecting in the RV.
 - 9.2. The generator uses about ½ gallon per hour of gasoline.
 - 9.3. Additional generator hours (over 4 hours per day) are subject to overage charge of \$5.00 an hour.
 - 9.4. Generator can be operated while driving and is necessary to run the rooftop air conditioners, if not connected to RV power connection.
 - 9.5. Renter is responsible for monitoring gas tanks and having enough fuel during trip, as well as refilling at end of trip before return.
- **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 seems low you can refill it with air. Proper inflation pressure Is shown on the VIN sticker located left of the driver's seat and shows a pressure of 100 psig. for all tires.
 - 10.1. We have recently installed an electronic tire monitor system to monitor tire pressure in real time.
 - 10.2. A spare tire is not part of the RV and any tires issues, above and beyond simple inflation pressure, will need to be resolved by a qualified service technician. Roadside assistance will provide help with any tire issues that you have.

Renter Initials:

- **11.** Rooftop Usage: We <u>do not</u> allow the use of the RV'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.
- 12. 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 area due to the soft material and the risk of stains, smells or other damage. We charge a \$100 fee for a dog. 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 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) 12.1. Service Animals
 - 12.1.1. A Fully-trained service dog may travel at no charge if they meet the requirements. A service animal is defined as a dog that's individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, including but not limited to:
 - 12.1.1.1. Visual impairments
 - 12.1.1.2. Deafness
 - 12.1.1.3. Seizures
 - 12.1.1.4. Mobility impairments
 - 12.1.1.5. Post-traumatic stress disorder
 - 12.1.2. Please note, service animals in training, emotional support animals, and comfort animals may travel as pets, not as service animals and are subject to normal pet fee.
- **13.** Propane: Propane must be refilled before you return unless you have chosen to add this service (for the \$75 fee) to your booking.
- **14.** Waste Holding Tanks: Only Human waste, water and RV toilet paper are to be put down the toilet.
 - 14.1. Items, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, flushable wipes, etc. will cause the black holding tank to become clogged and require an exceptional amount of cleaning to clear.
 - 14.2. You will be provided with several rolls of RV safe toilet paper and we ask that this is the **ONLY** thing put into the toilet, black waste holding tank, along with human waste.
 - 14.3. 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.
 - 14.4. Waste holding tanks (Gray and Black) must be 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 \$100 dump fee if this add-on was not pre-selected in rental agreement.
 - 14.4.1. Sometimes the black tank sensors misread.
 - 14.4.1.1. If you've legitimately tried to empty the tank a false reading may not result in additional charge.
 - 14.4.1.2. Cleaning the sensors involves filling the black tank with 10+ gallons of clean water and driving.
- **15.** Cleaning: We charge an upfront prep fee, per trip, to properly prepare the unit. The RV must be returned with a clean interior and empty tanks.
 - 15.1. "Clean" means, as you received it or better, not necessarily sanitized though. This includes cleaning the bathroom, dishes, sink, sweeping/vacuuming.
 - 15.1.1. Broom, vacuum, mop and holding tank safe cleaner "pine power" have been provided.
 - 15.1.2. Floors should be well swept, but mopping is not necessary
 - 15.1.3. Normal road grime on the exterior is assumed and does not warrant an exterior wash.
 - 15.2. If you return the trailer dirty, you will be charged a \$150 cleaning service fee.
 - 15.2.1. Dirty Dishes, poorly swept, dirty toilet, or linens strewn about rather than in one area.
 - 15.3. A Deep Cleaning Fee of \$300 will be charged if RV is returned unclean AND requires extensive amounts of cleaning or reconditioning in addition to the cost of any repairs.

- 15.3.1. Including but not limited to: Fecal matter, mud, or stains on upholstery.
- 15.3.2. Damages to interior will also be subject to repair costs plus 5% to cover rental platform fee.
- 15.3.3. Caked on Mud
- **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's returned with any evidence of drug use or transportation of will result in law enforcement being called for a report and to collect the evidence.
- **18.** 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.
 - 18.1. There is an outside kitchen sink and we provide a propane grill/griddle, electric stove top, and have an electric grill/grill available for no additional cost for your use and we encourage their use for all food prep and require it for the preparation and cooking of smelly food items.
 - 18.2. If cooking inside, it is important to watch splatter. We have provided a splatter guard. It is highly encouraged to wipe down counter cooking area with provided Clorox wipes, soon after cooking in order to prevent lingering smells.
- **19.** Rental Period: _______ at __:____ until ______ at __:____ (No later than 5 PM See Item #3)
- **20.** Damage/Minor Repairs: 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 have spoken to owners about the problem and the possible repair. 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, refrigerator, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement.
- **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, 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 renter present at the time renter takes possession)
- **22.** Appliances: The A/C, radio, microwave, television, jacks, WIFI router, Cell Booster 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.
- **23.** 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 vehicle. Abandonment means leaving the motorhome with no intention of returning to it or delivering it back to owner/drop-off location. In the event you abandon the vehicle without signing return documents, you agree to waive your right to dispute any claims due to damages, overages, or vandalism.

Renter Initials:

- 24. Lockout/Lost Keys: In the event a lockout occurs you agree to pay .75 cents per mile, round trip, for owner to drive and unlock motorhome and a fee of \$25 PER missing key. If owner is enroute and key is found and motorhome 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 trailer 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.
- **25.** 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, please take it with you as this is a personal and bodily fluid/pathogen related item, it's not possible for us to pass it from renter to renter. There is a \$20 charge for the First Aid Kit to cover our costs.
- **26.** 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 dump fee, etc., you can elect to have them deducted from your deposit. These elections should be noted on this form at the end.
- 27. GPS Tracking: The motorhome 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 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 BEFORE it being parked at predetermined return location. Once keys are handed over RV will not be moved by renter for any reason. (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 owner for reporting to 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.
- **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.

- **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 Outdoorsy, RVShare, RVEZY, or Good Sam) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere from 12-72 hours post rental period.
- **37.** Speed Limit: The RV is not made for High-Speed travel and does not handle like a car. Observe and follow all posted "TRUCK" Speed limits and do not exceed any posted corner speeds. Winds or uneven road surfaces may require further reduction in speed.
- **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, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the RV is used during the rental period.
- **39.** This agreement is intended to compliment and clarify the platform rental contract and/or Owner Agreement. Both contracts are in effect, together, during the rental period. Any part of the Outdoorsy, RVShare, RV EZY, or Good Sam 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. 39.1. Fees or penalties may change with market conditions but charges in effect on platform site during time of booking will not
 - be increased or decreased without agreement by both parties. Not including errors or omissions which would be arbitrated per platform agreement in the event of disagreement.

Owner Signature and Date

SELECTION OF EXTRA FEES

Initial items you would like to add to your reservation.

_____ Cleaning fee: I do not want to clean the motorhome upon return, "but it's not bad" - \$150

_____ Deep Cleaning fee: "I left some disgusting stuff in your RV, good luck" - \$300

Please note article #15 in rental contract

_____ Propane fee: I do not want to refill the propane tanks - \$50

_____ Hitch Mount Bike Rack fee: I would like to rent the hitch mount Bike Rack - \$30

____ Portable dump tank - \$30

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 THE RV RENTAL PLATFORM &/OR THE ACTUAL RV OWNER (James or Larissa Taylor) TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

WASTE TANKS NOT EMPTIED: **\$100** charge will be assessed if black and gray tanks are not emptied prior to return. This option can be selected prior to rental return for price shown on rental platform at time of booking.

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: Dogs authorized by owner at time of pickup are welcome in the Motorhome with a \$100 per trip fee 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 significant amounts of pet hair left upon return will be subject to the Deep Cleaning Fee of **\$300**.

TOLL INVOICE: **\$70** charge will be assessed plus the cost of toll charge for EACH invoice received without being otherwise discussed.

• If you know you have a toll or parking charge coming and are trying to take care of it, there will be no penalty as long as you take care of it.

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

CLEANING: **\$150** charge will be assessed if RV is returned unclean or in a condition less than received but not filthy.

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. Any reconditioning required will incur the cost of the professional service. (Dinette Seat Cushions are \$1,500 to replace)

LOCKOUT: **\$25** charge will be assessed per key if lockout occurs in addition to .75 cents per mile (round trip) for owner to come and unlock RV.

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

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.

**ALL ADD-ON FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 5%.

Renter Signature and Date

Renter Printed Name

Owner Signature and Date

Owner Signature and Date

Waste Tanks Addendum

Most renters are not familiar with properly operating an RV's black and gray waste holding tanks and; therefore, have many questions and concerns regarding this. This addendum is meant to act as a clear outline for 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 the proper dumping of these tanks to accommodate the walk though that is done at pick up. There are also step by step instructions in our renter's handbook inside the motorhome and we will also give you a copy of these instructions during orientation. By signing this waste tank addendum, you are agreeing that you have been taught how to dump the tanks and that you understand how to do it. (It is always ok to call, text or email us with questions for waste tank dumping or other issue while you are renting the motorhome.)

DO NOT EVER LEAVE THE BLACK OR GRAY TANK VALVES OPEN DURING TRANSIT!

RV safe toilet paper is provided as part of the rental package, and we ask that this is the ONLY thing put into the black tank along with human waste. No other items, including feminine napkins or tampons, diapers, tissues, paper towels, etc., should be put into the black tank or a clog is likely to result.

There is to be NO food, or any other item, other than sink and shower water, placed into the gray tank. Food particles may result in a clog that will require extensive cleaning to clear.

Waste holding tanks (Gray and Black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON.

When you return the RV, the tank levels will be checked during our inspection and if the tank levels on the control panel do not read EMPTY, you will be charged a \$100 dump fee. If you have dumped tanks, yet sensors still indicate full or partially full, please mention this to owners prior to return and we can help.

Please ensure tanks have been emptied and flushed, if necessary, and tank levels on the control panel read EMPTY prior to returning. Once the RV Keys have been returned you will not be permitted to drive/move the RV.

**ALL REPAIR/REPLACEMENT FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 5%.

Renter	Signature	and	Date
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Renter Printed Name

Owner Signature and Date