

Waxhaw RV LLC

Supplemental Rental Agreement

This Supplemental Rental Agreement (SRA), along with any Outdoorsy/RVShare/Good Sam/Facebook Marketplace or similar platforms Rental Agreement Terms of Service and Policies, which are incorporated herein by reference, is made by and between the persons listed in the booking details page of your RV rental platform account, namely the Renter and the RV Rental Owner ("Dealer" or "Owner") for the rented vehicle (the "Rental"). Renter and Owner are referred to collectively herein as the "Parties". The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Owner, it has also released and/or indemnified Owner's officers, directors, members, managers, employees, agents, affiliates, and the vehicle's owner of record. By entering into a confirmed booking, Renter and Owner acknowledge that they read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental. Additionally, Renter permits the rental platform to process a charge to the card listed on file for all rental and claim related charges due under this Agreement. The Parties have read and agree to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and agree to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Renter understands and acknowledges that if Renter purchased a protection package only verified and listed drivers are allowed to drive or operate the rental vehicle.

I. Renter acknowledges that if they are leaving a personal vehicle in the Parking & Storage lot that any damage or loss that may occur to Renters vehicle or its contents while in the parking lot is the Renters sole responsibility. The Renter further understands and agrees that the Parking & Storage nor the Owner cannot and does not assume responsibility for any such property damage to the Renters vehicle, theft of the vehicle, or any part of the vehicle, or loss of personal articles from the vehicle. The Renter releases and discharges the Owner as well as the Parking & Storage, facility its trustees, managers, members, officers, agents, employees, and any students acting as employees (Releases) from any and all liability for any injury, damage claim, demand, action, cost, and expense of any nature that the Renter may at any time have or incur, arising out of or in any manner related to parking during the Rental period. The Renter agrees to identify, defend, and hold the Releases harmless from any liability, claim, action, debts, damage, loss, cost and expense of every kind or nature asserted by any party against any Releases or incurred by any Release and arising directly or indirectly from or in connection with parking in the lot.

II. _____Renter acknowledges that once taking delivery of the RV/travel trailer/motorhome any damage or loss that may occur to the rented vehicle or its contents during the reservation period is the Renters sole responsibility. The Renter further understands and agrees that the Owner cannot and does not assume responsibility for any personal or third-party property damage caused by the rented vehicle, theft of the vehicle, or any part of the vehicle, or loss of personal articles from the vehicle, injury caused to occupants in and around the vehicle while in motion or parked, with or without fault. The Renter releases and discharges the Owner as well as the associated company Waxhaw RV LLC, its trustees, managers, members, officers, agents, employees, and any students acting as employees (Releases) from any and all liability for any injury, damage claim, demand, action, cost, and expense of any nature that the Renter may at any time have or incur, arising out of or in any manner related to the rented vehicle during the Rental

period. The Renter agrees to identify, defend, and hold the Releases harmless from any liability, claim, action, debts, damage, loss, cost and expense of every kind or nature asserted by any party against any Releases or incurred by any Release and arising directly or indirectly from or in connection with the rental vehicle. You release Waxhaw RV LLC, Rented Vehicle Owner, and all agents from all claims for injury, including, without limitation, personal, bodily, illness or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.

- III. Renter acknowledges that Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.
- IV. _____Renter acknowledges that If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- V. _____ Renter acknowledges that in the event a dispute arises regarding this Agreement, Waxhaw RV LLC shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled regardless of the outcome of the dispute.

Renter Signature _____

Renter Name

Date _____

WAXHAW RV RENTAL TERMS & POLICIES

The following RV rental terms and policies are for the RV rental and delivery program at Waxhaw RV Rental. We provide RV rental and delivery in the Charlotte, NC and Lancaster, SC area. Contact us on Facebook at https://m.me/waxhawrv or request a quote online now.

SECURITY DEPOSIT POLICY

A \$500.00 security deposit (the "Security Deposit") is required for each camping trailer rental. A \$1,500.00 security deposit is required for each motorhome rental. The Security Deposit is due by the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or damages to the outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the RV may be charged to your credit card that we have on file. The security deposit may also be used to pay any monies owed to Waxhaw RV Rental under this Agreement.

If incorrect delivery information is submitted through the reservation request form that results in Waxhaw RV Rental delivering your rental on the wrong date or to the wrong space/location, \$200 will automatically be deducted from your security deposit to cover travel costs & time spent.

CAMPGROUND RESERVATION POLICY

We are not responsible for campground reservations. 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.

TRAILER RESERVATION POLICY

For reservations made 14 days in advance, 25% of the total amount of your stay is due when making the reservation, and the remainder is due 14 days prior to your scheduled Rental Period Start Date. If the reservation is made within 14 days of the Rental Period Start Date, rental payment is due in full.

MINIMUM NIGHTS POLICY

Waxhaw RV Rental requires a 3 night minimum stay on all rentals. We do not pick up or deliver trailers on Sundays or holidays.

PAYMENT POLICY

Payment for the RV must be made online. We do NOT accept cash or checks. A current driver's license or other form of identification that we find acceptable must be presented at the time of pickup or delivery.

CANCELLATION POLICY

If you need to cancel your reservation, you can do so online or you can notify someone in our office. If the cancellation is received more than 7 days before the departure date, you will receive a refund minus 25% of the booking total. If the cancellation is received less than 7 days before the departure date, you will receive a refund minus 50% of the booking total. No refund is given if the cancellation is received on or after the departure date.

RESCHEDULING POLICY

You may reschedule your trip if you notify us at least 7 days before the departure date. The rescheduled trip must be less than 1 year after the original departure date.

PICK-UP POLICY

Pick-up/delivery times are generally between 2:00 PM and 5:00 PM Monday through Saturday. No pick-ups or deliveries on Sunday. Pick-up may be available on some holidays at our discretion if arrangements are made at least 7 days in advance. At the time of pick-up, one of our staff members will provide you with an orientation to show you the safe and proper use of the RV and its features. The orientation process can take up to one (1) hour – please allow yourself enough time.

DROP-OFF/LATE FEE POLICY

You must drop off the RV by 11:00 AM or your credit card will be charged \$50 per additional hour. No drop-offs on Sunday. Drop-off may be available on some holidays at our discretion if arrangements are made at least 7 days in advance.

DELIVERY POLICY

Delivery is available for an additional fee. We will deliver the RV to your home or campsite on the departure date, and pick it up from your home or campsite upon the completion of the Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the RV and its features. The orientation process can take up to one (1) hour – please allow yourself enough time. There are no refunds for early departures.

CLEANING POLICY

You are required to do basic clean up at the end of your stay. The RV must be returned without damage and the inside must be clean prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and counter tops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that may be deducted from the Security Deposit and, if necessary, additional charges may be made to your credit card.

There will be a minimum charge of \$50.00 for any evidence of TAR in the trailer. If there is evidence of TAR residue on (floor, tub/shower, upholstery, bed, walls, etc.) The customer is responsible for any permanent damage caused by the TAR, and the charge for repair or replacement is at the sole discretion of Waxhaw RV Rental.

FUEL POLICY

For motorhomes, the fuel tank must be full when returned to us. If it is not, you will be charged the amount it costs us to fill the tank, plus \$50. The tanks hold about 55 gallons.

NO SMOKING POLICY

There is No Smoking in any of the RV rentals. If the RV is returned with any kind of smoking odor or other evidence of smoking, it will result in the forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

PET POLICY

We prefer No Pets in RV. You must notify us if you plan on bringing a pet. If we do approve your pet, the pet is not allowed on the beds. Additionally the pet must not be left alone inside the RV for any reason, for the safety of the pet and the RV. Any damage cause from the pet will be deducted from the security deposit.

Evidence of a pet without prior approval will result in an additional \$200 fee being added.

NO RE-SUPPLY POLICY

The RV comes equipped with approximately forty gallons of fresh water, thirty gallons of gray and black water holding tank capacity, thirty pounds of propane, and one full charged 12 volt battery. If you are camped in a non-hookup site, it is your responsibility to ensure that these resources last your entire rental period. We will not provide customers with additional water, holding tank capacity, propane, or batteries during their rental period.

GENERATOR POLICY

Some RV's come equipped with a gasoline powered generator. Extended use of the generator will result in an additional fee as specified on the rental contract. The generator supplies 110 volt power to the outlets in the RV. The generator also supplies power to the RV's microwave, water heater and roof air conditioner. The generator can be used to recharge the RV's batteries. For motorhomes the generator uses the same fuel tank as the engine. You are responsible for supplying the fuel.

EQUIPMENT MALFUNCTION POLICY

The A/C, coffee maker, generator, awning, radio, DVD player, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to consult the informational material in the RV or contact Waxhaw RV Rental.

RV DAMAGE POLICY

If the RV and/or the contents in the RV at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). The trailer awnings do not like wind. It is your responsibility to retract the awning even in the mildest windy conditions. If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company, and contacting us immediately. At drop-off, Waxhaw RV Rental will estimate the damage, if any, and expedite the cleaning and/or repair.

NO REFUND POLICY

No refunds will be given for any reason, including, but not limited to, bad weather, no shows, personal emergencies, late arrivals, or early departures. This includes if you have an accident or crash in the unit; however, if the crash is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance. Insurance MUST be carried and in force for the duration of the rental, failure to adhere to this rule will result in termination of the contract and you will be subject to recovery and legal fees that may be incurred.

DRUG POLICY

Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. RVs returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

TRAVEL RESTRICTION POLICY

No travel allowed on any non-paved roadways like logging roads, forest service roads, beaches, etc. Only exception to this is a non-paved road inside a licensed RV Park. No travel outside the US.

GPS TRACKING POLICY

This rental vehicle may be equipped with GPS tracking which is used to accurately track mileage. DO NOT TAMPER WITH IT, to do so could result in forfeiture of security deposit. Please follow posted speed limits and state laws. Violations may result in additional charges to your security deposit.

TOLL ROAD AND TRAFFIC VIOLATION POLICY

Parking Tickets, Mailed Violations, and Toll invoices are a major burden and we charge a \$75 fee for each invoice we get. Responsibility for traffic or parking violations will be transferred to you and you will be charged a \$75 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 \$75 administration fee will apply! Note: Most toll agencies are good to work with and will help you out if a mistake and call them right away.

The motorhomes have an "EZ-Pass" which is accepted on many toll roads in the eastern US. EZ-Pass tolls will be deducted from your security deposit when you return and are NOT subject to the \$75 fee. See <u>https://e-zpassiag.com/</u> for more information on where it is accepted.

FUEL POLICY

Motorhomes are required to be returned with full fuel tanks. The gas tank will be full when you pick up the RV. The coach must be returned with the same amount of fuel that was in the tank when you picked it up. If the gas is not at the same level it will delay your security deposit being returned because we will take care of it and subtract the cost of fuel needed to get it to that level plus a service charge of \$50. DO NOT USE E-85 or E-15 (engine damage will occur & you will be broken down; Additional charges will apply)

PROPANE POLICY

Propane is considered a normal cost on the renters use. You will be provided with a full or near full tank, we request that you return it in the same condition.