



**SKY OVERLAND**

*Vehicle Rentals + Adventures*

**SKY OVERLAND, LLC  
RENTAL AGREEMENT**

This Rental Agreement (the “Agreement”), effective as of the date of the signature on the Face Page Agreement (“Effective Date”), is made by and between the Owner of a Sky Overland, LLC [NC] (hereinafter referred to as “Sky Overland”) vehicle and the Renter of a Sky Overland vehicle, each individually referred to herein as a “Party” and collectively as the “Parties.” This Agreement supplements and extends the terms and conditions of that certain Face Page Agreement signed by Renter (“Face Page Agreement”) and provided together with the Agreement. All capitalized terms not defined in this Agreement shall have the meanings set forth in the Face Page Agreement.

## **RECITALS**

1. Renter agreed to rent Owner’s vehicle as provided in and subject to the terms and conditions of the Face Page Agreement.
2. The Parties desire to supplement the terms and conditions of the Face Page Agreement with the terms and conditions of this Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **TERMS**

### **1. Rental Vehicle and Term.**

- 1.1 Subject to the terms and conditions of this Agreement, Owner hereby rents to Renter Owner’s vehicle identified in the Face Page Agreement (“Rental Vehicle”).
- 1.2 The term of this Agreement (“Term”) begins on the Renter Pickup date and ends on the Renter Dropoff date as provided in the Face Page Agreement. The Parties may modify the duration of the Term by mutual consent in writing.

1.3 The Parties acknowledge that Sky Overland, LLC (“Sky Overland”) merely provides a platform for both Parties to enter a rental agreement with each other, and that GoCamp is not a party to and has no obligations or responsibilities under this Agreement.

## **2. Return of Rental Vehicle; Security Deposit.**

2.1 Renter agrees to return the Rental Vehicle in a clean state and in substantially the same condition it was in at the time of Renter Pickup. Pursuant to the foregoing, Renter agrees to clean the Rental Vehicle, including by, but not limited to, wiping down counters, rinsing off tableware and cookware, removing all trash and debris from the vehicle, and emptying all gray water, prior to returning the Rental Vehicle. An additional cleaning fee, not to exceed \$250.00, may be charged in addition to the Cleaning Fee to the extent that the condition of the Rental Vehicle upon return is substantially different from its condition on the date of the Rental Pickup.

2.2 Renter agrees to return the Rental Vehicle by the Renter Dropoff date. The Term is measured in 24 hour increments, and Renter agrees to pay a fee of \$20 per hour for every hour past the Renter Dropoff date. Renter agrees to return the Rental Vehicle with a full tank of gas, or alternatively, Renter agrees to pay to refuel the Rental Vehicle at a rate of \$5/gallon.

2.3 Renter agrees that, unless expressly stated otherwise by the vehicle owner in writing via the terms described on the Face Page, the Rental Amount includes one hundred and twenty five (125) miles per day, and that any additional miles will be charged at \$0.45 per mile.

2.4 Renter agrees that the Security Deposit will be released, less any additional mileage charges in Section 2.3 and/or other fees, within ten (10) business days following the end of the Term. Other fees may include late return fees, loss or damage to the vehicle other than normal wear and tear, any storage charges Renter incurs as a result of Renter’s actions, any towing charges not covered by roadside assistance insurance, any costs associated with locating and recovering the Rental Vehicle if Renter fails to return it by the Renter Dropoff date. If the amount of Renter’s Security Deposit is insufficient to satisfy all amounts due then Renter agrees to pay all charges in excess.

## **3. Renter’s Obligations, Representations and Limitations; Insurance.**

3.1 Renter agrees to not smoke cigarettes, tobacco, marijuana or any other smoking devices inside the vehicle. Renter acknowledges and agrees that Renter may be subject to an additional cleaning fee of \$250.00 and/or forfeiture of the Security Deposit at Owner’s discretion. Renter agrees to not perform or permit any actions prohibited by applicable law in connection with operating or using the Rental Vehicle.

**3.2 Renter agrees that the Rental Amount includes the insurance provided through Sky Overland or its affiliates, which includes comprehensive, collision, and liability insurance with a maximum deductible of \$2,500. Renter acknowledges that such insurance does not include 24-hour roadside assistance. If required by Owner, Renter agrees to have and show proof of 24-hour roadside assistance (such as AAA or Good Sam Club), and if not,**

**Renter acknowledges that the Rental Amount may include a 24-hour roadside assistance package provided through Sky Overland.**

3.3 Notwithstanding the foregoing Section 3.2, should the Rental Vehicle need to be towed for any reason during the Term, Renter shall be solely responsible for the cost of towing the Rental Vehicle if Renter does not have appropriate roadside assistance.

3.4 Renter represents that all reported Verified Drivers in the Face Page Agreement have valid license(s) and only such drivers will operate the Rental Vehicle. Renter represents that all information reported for such driver(s) are accurate, and that no other driver(s) shall operate the Rental Vehicle.

3.5 Renter acknowledges he/she is responsible for checking and maintaining all fluid levels of the Rental Vehicle during the Term. Renter acknowledges and agrees that if a mechanical failure occurs during the Term as a result of his/her negligence regarding the foregoing, Renter will be solely responsible for the costs associated with all repairs as well as any loss of use of the Rental Vehicle incurred by Owner. In addition, Renter acknowledges that he/she is responsible for any damage to the Rental Vehicle and related costs arising from and related to Renter's negligence, including, but not limited to, driving for extended periods on a spare tire, failing to address warning lights or other signals of malfunction, not following instructions for proper operation of camping features, or driving off-road.

3.6 Renter agrees to not drive or allow the Rental Vehicle to be driven off-road. Renter agrees to not drive, operate, or transport the Rental Vehicle outside of the continental United States or Canada; and Renter agrees to not permit or authorize or otherwise allow any driver or third party to do so. Renter acknowledges that he/she is responsible for reporting all accidents, incidents of vandalism, or theft to Owner and law enforcement promptly upon discovery. Furthermore, Renter agrees and understands that driving any Sky Overland vehicle to any festival or other gathering - including, but not limited to: music festivals, sporting events, rallies, etc, unless expressly stated otherwise by the vehicle owner in writing via the terms of the Face Page, is strictly prohibited. Fines for taking Sky Overland vehicles to a festival or other gathering, or Mexico may be assessed up to \$5,000.

3.7 Renter agrees to be bound by the Policies for Renters regarding vehicles booked through Sky Overland, also available at <https://skyoverland.com/renter-policies/>.

**4. Owner's Responsibilities; Disclaimer of Liability; Indemnification.**

4.1 The Parties agree that if the Renter is unable to operate the Rental Vehicle during the Term due to a mechanical failure not due to Renter's action or omission, then Owner shall be responsible for completing, in a reasonable period of time, any necessary repairs to the Rental Vehicle. Unless authorized by Owner, Renter agrees to not perform any repairs, replacement of parts, or any other service to the Rental Vehicle.

4.2 The Parties agree that Owner may repossess the Rental Vehicle at Renter's expense without notice (a) if Renter fails to return the Rental Vehicle by the end of the Term or (b) if the Rental Vehicle is used in violation of this Agreement or applicable law.

4.3 Owner is not responsible for any personal property that remains in or on the Rental Vehicle upon return at the end of the Term. Renter releases Owner from all claims for, loss

of, or damage to, Renter's personal property or that of any other person that was left or carried in or on the Rental Vehicle.

4.4 OWNER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO RENTER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROPERTY, USE OF RENTAL VEHICLE, OR VACATION TIME), ARISING OUT OF THIS AGREEMENT AND/OR THE USE OR INABILITY TO USE THE RENTAL VEHICLE EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE LIABILITY OF OWNER TO RENTER IN CONNECTION WITH THIS AGREEMENT OR THE RENTAL VEHICLE EXCEED THE CHARGES PAID BY RENTER TO OWNER UNDER THIS AGREEMENT.

4.5 Renter agrees to indemnify Owner and hold Owner harmless from any and all liability, loss, claim, damage, expense or cause of action resulting in whole or in part from (a) Renter's breach of the terms and conditions of this Agreement, (b) Renter's breach of his/her representations under this Agreement, or (c) Renter's possession or operation of the Rental Vehicle.

4.6 Owner agrees to be bound by the Owner Policies regarding vehicles booked through Sky Overland, also available at <https://skyoverland.com/ownerpolicies>.

## **5. General Provisions.**

5.1 Any notice required under this Agreement shall be in writing to either Party at the applicable address given at the beginning of this Agreement or to such other address, including email address, as that Party shall have designated by notice in writing.

5.2 The section headings in this Agreement are for convenience of reference only, and will not be deemed to be a part of the Agreement or be referred to in connection with the construction or interpretation of the Agreement.

5.3 This Agreement shall be governed by the laws of the State of North Carolina, excluding its conflict of law provisions. If any legal action is brought by either Party against the other regarding the subject matter of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.

5.4 In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable.

5.5 No term of this Agreement shall be waived or modified except in writing signed by both Parties. Renter may not assign his/her rights under this Agreement without the prior written consent of Owner.

This Agreement and the Face Page Agreement constitute the entire agreement between the Parties with respect to renting the Rental Vehicle, and supersedes any proposal or prior agreement, oral or written, and any other communications between the Parties relating to the subject matter of this Agreement.

The Parties hereby agree to the terms and conditions set forth above and execute this Agreement as of the Effective Date.



## POLICIES FOR RENTERS

**Last updated October 2020**

When you rent a vehicle from Sky Overland, the most important rule is that you must have fun. See the Policies for Renters below for the less fun, but equally important rules. And please note that by booking a vehicle through Sky Overland, you agree to the **Terms of Use** of this website and all terms and conditions defined in the rental contract you enter into with the individual vehicle owner.

### PAYMENT SCHEDULE

You pay 50% of the total rental fee at the time of booking. You pay the remainder 14 days before the rental period, or, if booking with less than 14 days to go, at the time of booking.

### SECURITY DEPOSIT

You will be charged a \$1000 – \$2000 security deposit, dependent upon Vehicle, two days before your trip begins. This deposit will be released, less any damages or additional fees (fuel, mileage charges, etc) within ten (10) days of returning the vehicle.

### MILEAGE ALLOWANCE

The rental rate includes a mileage allowance of 125 miles per day. Travel above 125 miles per day incurs a fee of 45 cents a mile (\$0.45/mi) and will be deducted from your security deposit, and/or added to additional fee(s) if the mileage and other charges exceed the security deposit.

### FUEL

Your vehicle will have a full tank of gas when you pick it up. Please make sure to fill it back up before you return it. Alternatively, we'll refuel for you at \$5/gallon and deduct this charge from your security deposit.

### PROPANE

If renting a RV or Camper, your vehicle will have a full tank of propane when you pick it up. This typically is sufficient for cooking and heating of the vehicle throughout your rental. Costs associated with any additional propane are the responsibility of the renter. Please follow the instructions provided in the vehicle for refilling the propane tank, and

note that you will be responsible for any damages to the propane system caused by improper filling. You do not need to return the vehicle with a full propane tank.

#### DRIVING FINES, TOLLS AND FEES

You are responsible for any fines, tolls, or campground registration fees. These costs are typically deducted from your security deposit.

#### CANCELLATIONS

You can reschedule your trip with no penalty. You cancel the vehicle for a full refund, less a 5% service fee, up to 14 days prior to the rental. If you cancel less than 14 days prior to the rental, you will receive a refund for 50% of the rental fee. Cancellations must be made in writing.

We are unable to offer refunds for shortened trips if for some reason (e.g. weather, change in schedule) you return the vehicle early.

Sky Overland reserves the right to cancel a reservation at our discretion if we feel that the rental would not be safe (e.g. a renter shows up intoxicated, a hurricane is expected along the coast and you are determined to go surfing, etc.). If we cancel the reservation you will receive a full refund.

#### DRIVERS

We do not rent to drivers under the age of 25 and we do a DMV check on all drivers to ensure you meet minimum requirements. If you've had two or more major moving violations or any DUIs in the past, you will be denied access to renting. If you fail the DMV check you will receive a full refund. If you are under the age of 25 and book a vehicle with explicit permission from either Sky Overland or the vehicle owner, we reserve the right to cancel your reservation.

If several people intend to drive the vehicle, all must go through, and pass, the DMV check. Costs associated with verifying two drivers are included in the rental. A \$10 verification fee is assessed for each additional driver. A valid drivers license must be presented by all drivers when you pick up the vehicle.

#### CONDUCT WHILE DRIVING

You agree to never drive in a careless or negligent manner while driving a Sky Overland vehicle, nor to drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those signed to the agreement.

#### TRAVEL RESTRICTIONS

We want you to go have the adventure of your life, but, we don't want you taking the vehicles off-road.

Most of our vehicles are not appropriate for unimproved roads, 4×4 tracks, thick mud, wet or heavy sand, heavily washboarded or pot hole laden roads. Sky Overland's fleet is great for paved roads and established campgrounds. Unpaved state and federal forest roads are permitted as long as they are maintained and well-graded. Exercise caution and good judgement when traveling on such roads, and, when in doubt either drive very slowly or just don't do it. If you do venture off-road, you will be responsible for all damages to the vehicle and all costs associated with any necessary towing or other expenses that result from your breaking this very important rule.

Travel is restricted to the US and Canada. Travel to Mexico is strictly prohibited. Travel to any festival or other gathering is strictly prohibited unless specified otherwise in the vehicle's listing. The entire security deposit will be forfeited if there is evidence of travel to Mexico or any festival or other gathering, and additional fines of up to \$5,000 may apply. **Do not go to any festival or other gathering in a Sky Overland vehicle unless specifically allowed by the individual vehicle owner. Should you receive an exemption, this will be documented in writing.**

#### INSURANCE

You are required to purchase our insurance, which provides collision and liability coverage. Insurance costs \$32.50/day.

#### 24-HOUR ROADSIDE ASSISTANCE

If you don't have your own AAA PLUS or PREMIER policy (or something similar) we will send you off with our 24-hour roadside assistance package for \$15 a day. Coverage includes unlimited: towing, flat tire assistance, emergency fluids delivery, battery boost, and a mobile mechanic.



#### RENTER RESPONSIBILITIES REGARDING MAINTENANCE OF THE VEHICLE

You are responsible for checking all fluid levels, including oil and coolant levels at each refueling. You are also responsible for checking air tire pressure, lug nuts and wheels at each refueling. You are responsible for mechanical damages due to negligence in operation and/or maintenance.

#### ACCIDENTS

If you are in an accident please call the owner and Sky Overland as soon as it is safe to do so. If the accident involves other drivers, please be sure to get the license and insurance information of everyone involved. You should also plan on calling the local authorities to report the accident. If the accident results in disruption of your trip, you are responsible for any lodging, transportation, or food costs while the vehicle is out of service. Accidents typically result in an insurance claim. The insurance policy you purchased as part of your rental will likely kick in; recall that there is a \$2,500 deductible on comp and collision.

#### MECHANICAL FAILURES

If you experience a mechanical failure, please call the vehicle owner as soon as possible to report and discuss the issue. The owner will do his/her best to have the vehicle repaired in a timely manner by a repair facility close to the breakdown location, and should be able to get you back on the road relatively quickly, particularly when you have purchased the recommended 24-Hour Roadside Assistance package. For breakdowns that last 24 hours or longer, we agree to refund the daily rental rate for the amount of time the vehicle is out of service. You are responsible for any lodging, transportation, or food costs while the vehicle is out of service. Sky Overland LLC's liability is limited to refunding your rental fees as detailed above.

If the mechanical failure is due to no fault of yours (e.g. the timing belt breaks) the individual vehicle owner will be responsible for paying any costs associated with the repair and recovery of the vehicle. If, however, it is deemed that the mechanical failure is the result of negligence (e.g. you failed to check the oil levels) or inappropriate driving

(e.g. you overheated the engine by trying to go 80 miles an hour over a mountain pass), you will be held responsible for covering the cost of the repair and recovery.

In the unlikely event that something happens, we'll do everything we can to get you back on the road so you can keep enjoying your adventure.

#### MINOR SCRAPES, DINGS AND DAMAGE

Things happen. If you are driving along and a rock dings the windshield, you are responsible for any costs associated with fixing the windshield. This is true of any small ding, scratch, or minor damage to the vehicle. You'll do a walk around with the owner before checking out the vehicle, and another upon return of the vehicle. The cost to repair minor scrapes, dings and damages will be deducted from your security deposit.

#### PETS

See individual vehicle profiles for specifics on pets. Some vehicles allow them for an additional \$125 fee, others don't. If you fail to declare a pet in advance, you will still be charged a pet fee which will be deducted from your security deposit.

#### SMOKING

Do not smoke cigarettes, tobacco, marijuana, or anything else in the vehicles, unless express permission is granted in writing by the Vehicle's Owner.

#### PICK UP AND DROP OFF

There is no set pick up and drop off time. You'll make arrangements suited to your needs and schedule with individual vehicle owners. At pick up, you'll receive a detailed orientation to your vehicle. Plan on about an hour to finalize paperwork and fully acquaint yourself with the vehicle.

The rental period is generally considered to be 24 hours. If you pick up the vehicle at 10 am, you'll be expected to return it by 10 am on the return day. Most vehicle owners can accommodate requests for extra time. For every hour beyond the 24 hour time period, we charge \$20/hour. If not arranged in advance, the fee will be deducted from your security deposit. We also offer the option to add a half day for \$100 so that you can pick up in the morning and drop off in the evening without worrying about an hourly charge.

You'll be given instructions for how to prepare the vehicle for return by the vehicle owner, but generally you are asked to wash dishes, tidy up, refill the fuel tank, empty any grey water, and put soiled laundry in a laundry bag.

Sky Overland, LLC  
TERMS OF USE + PRIVACY POLICY  
Last updated October 2020

Sky Overland, LLC provides an online platform at <https://skyoverland.com> that connects “Owners” of vehicles listed on our website ([www.skyoverland.com](http://www.skyoverland.com)) (the “Site”) with “Renters” seeking to book those vehicles (the “Services”).

These terms of use constitute a legally binding agreement between you and Sky Overland, LLC (hereinafter, “Sky Overland,” “we,” “us,” or “our”) governing your use of the Services and Site (“Terms”). Owners are encouraged to review the Owner Policies before listing on Sky Overland, and Renters are encouraged to review the Renter Policies, both of which are incorporated into the Terms by reference. By accessing and/or using this Site, you accept and agree to be bound by these Terms. You are not permitted to use the Site or Services unless you agree to these Terms. Your use of the Site constitutes acceptance of these Terms and those of Sky Overland’s third-party service providers (as described below), so please read them closely.

#### Services Provided by Sky Overland and Relationship to Third Party Sites

Owners submit information to Sky Overland about their vehicles. Sky Overland creates listings on behalf of Owners, and handles all rental inquiries on behalf of Owners. Renters may learn about and book vehicles using our Services. Once a connection has been facilitated by Sky Overland, the rental takes place directly between the Owner and Renter.

When requesting a listing on Sky Overland, Owners also receive a secondary listing on Outdoorsy ([www.outdoorsy.co](http://www.outdoorsy.co)), which uses Wheelbase ([www.wheelbasepro.com](http://www.wheelbasepro.com)) rental management software. So, when Renters book a vehicle through Sky Overland, the transaction is processed by Outdoorsy as a third-party service provider to Sky Overland. By using the Services, you expressly agree to Outdoorsy’s and Wheelbase’s terms of service (available at [www.outdoorsy.co/help/article/terms-of-service/](http://www.outdoorsy.co/help/article/terms-of-service/)) (“Outdoorsy’s Terms”).

You understand and agree that your obligations under Outdoorsy’s and Wheelbase’s terms and conditions supplement your obligations under Sky Overland’s Terms. Additionally, nothing in Outdoorsy’s or Wheelbase’s terms and conditions acts as a waiver by Sky Overland or otherwise relieves you of any obligation under Sky Overland’s Terms. If there is a direct conflict between Sky Overland’s Terms and those of Outdoorsy and/or Wheelbase, Sky Overland’s Terms prevail.

Sky Overland does not own, rent, re-rent, or otherwise control the vehicles listed on the Site. Sky Overland simply connects Owners and Renters. Accordingly, you understand and agree that Sky Overland is not a party to any agreements entered into between Owners and Renters, nor is Sky Overland an insurer. Sky Overland has no control over the conduct of Owners, Renters, and third-party service providers and disclaims all liability for claims or damages arising from or related to Owner, Renter, or third-party service providers’ conduct.

#### Modifications and Changes

Sky Overland reserves the right, at its sole discretion, to modify the Services or to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site or provide you with notice of the modification. By accessing the Site or using the Services after we have posted a modification on the Site or have provided you with other notice of a modification, you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to stop accessing the Site and using the Services.

#### Privacy Policy

We at Sky Overland respect your privacy, but we do collect certain information as part of providing the Services. For the purposes of these Terms, we define “Personal Information” as your first name or initial and last name, your email address, and any other information that by itself or in connection with other information we collect and store is capable of identifying a natural human person, like you. We will collect and store any Personal Information you provide to us.

Also, the Site uses passive tracking technologies to log anonymous, non-identifiable information such as your device IP address, browser type, operating system, screen resolution and Site usage (for example what pages are accessed, how often they are accessed, referring/exit pages and URLs). We may also employ “cookies” or similar technologies that collect similar types of anonymous information. You can always set your browser’s privacy settings to reject cookies, however, certain features of the Site may not be available to you or may not function correctly if you do not accept cookies.

**How We Use Personal Information.** We will use (including collect and store) Personal Information, and other information we collect about you in accordance with these Terms as necessary to:

Provide the Services you have requested on the Site, including listing and booking vehicles on the Site;

Inform you about events and other news from Sky Overland, make personalized services and recommendations, and other activities as described in these Terms or at the time that we collect information from you;

Communicate with you, including sending emails and newsletters or requesting feedback or input about how we are doing and your Site experience;

Improve the quality and design of the Site and to create new features, promotions, and services by storing, tracking, and analyzing User preferences and trends;

Combine the information you provide via the Site with information we have collected from you in other forms, such as through emails or offline, or with publicly available information or information we obtain from third parties; and

Comply with applicable laws, including document retention or record-keeping laws and as necessary for us to maintain our records in the normal course of business. This may include electronic or paper records, including the creation and maintenance of archival copies of electronic data or back-up media or servers.

**Disclosure of Personal Information.** We may disclose your Personal Information and any other information we collect about you:

When required to do so by law, for example, in response to a court order or a subpoena;  
To law enforcement agencies or other public agencies (including schools or child services) in response to their request(s) or if we believe that such disclosure may prevent the instigation of a crime;

As we deem necessary to protect the Site, our Users (including you), our property and our personnel, including as necessary to enforce the Terms; and

To a prospective purchaser of Sky Overland acquiring all or most of the assets relating to Sky Overland, to the extent permitted by laws.

We may disclose to third parties certain aggregate information contained in your User profile or account or other aggregated, anonymous information (such as that collected automatically) as we deem appropriate for our internal business purposes, including improving the Site and adding or modifying features.

**Opting Out.** If you want to review, delete, or modify any of your Personal Information, or if you want to stop receiving promotional or commercial communications from us, you may do so by contacting us at [info@SkyOverlandrentals.com](mailto:info@SkyOverlandrentals.com). Please be sure to clearly indicate your contact and data privacy preferences. Also, please include the email address you used with the Site and/or provided the information to help us verify your request. You may notify us about your preferences at any time by email.

**Security.** We use reasonable technological and procedural measures to protect the Personal Information you provide. We take protection of your Personal Information seriously; however, we cannot guarantee the safety or privacy of your Personal Information. You acknowledge, agree and understand that communication via the Internet, and security measures in connection with such communication, are not failsafe or foolproof, and there is always a possibility that data, including Personal Information, may be lost or intercepted by unauthorized parties during such transmission or after receipt. You agree that Sky Overland has no liability whatsoever in connection with such lost or intercepted data. To learn more about how to protect yourself online, we encourage you to visit the website [www.onguardonline.gov](http://www.onguardonline.gov).

#### **Our Policy Toward Children**

You're certainly welcome to take your kids along on your trip, but the Site and Services are not directed to individuals under the age of 30. In order to adhere to the Children's Online Privacy Protection Act, we will not knowingly collect any Personal Information from individuals under 13. If a parent or guardian becomes aware that his or her child has accessed the Site or provided us with Personal Information without the parent's or guardian's consent, he or she should contact us. If we become aware that a child under 13 has provided us with Personal Information, we will remove such information from our files. By using this Site, you represent and warrant to us that you are permitted under the applicable rules, regulations, statutes, agency or court decisions or other acts of government to access this Site.

#### **Use of the Services**

## Renters

When you rent a vehicle through the Site, you warrant and represent the following:

You hold a current, valid (non-temporary) U.S. issued driver's license, or, if you hold a foreign-issued driver's license, you can provide your passport and a photograph of your foreign license.

You are at least 25 years of age.

You have been a U.S. or foreign-licensed driver for at least three years.

You understand that vehicles require more skill and expertise to operate safely than a passenger car, that a vehicle requires more clearance above, in front of, behind, and beside it to operate safely, and you must use mirrors and direct visual verification to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway.

And, you agree to the following:

You will provide complete and accurate Personal Information (including your Driver's License information) for use of the Services, as well as for DMV Verification through Outdoorsy.

If you have two or more major moving violations or any DUIs on your record, Sky Overland or Outdoorsy may prohibit you from booking a vehicle through the Services. If you fail the DMV check you will receive a full refund from Sky Overland.

You are solely responsible for the passengers on board your vehicle as well as the conduct of those passengers, and you will confirm that both the driver and passengers are properly using seat belts while the vehicle is in motion.

You will comply with Outdoorsy's Terms, including for rental liability, damage to vehicles, maintenance and breakdown, right of possession, hauling and delivery, and other general requirements.

## Owners

When you list a vehicle on the Site, you represent and warrant the following:

The information you provide about the vehicle to be listed is truthful and accurate, including, but not limited to, the value, location, size, features, availability, pricing, and add-ons offered. Renters will be able to rely on the information in your listing when booking and using your vehicle via the Site and Services.

Any listing created by you or on your behalf (i) is complete and accurate, including with respect to the characteristics of your vehicle; (ii) will not breach any agreements you have entered into with any third parties and (iii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any vehicle included in a listing you request, including, but not limited to, insurance requirements, Department of Motor Vehicle regulations, zoning laws, and laws governing rentals and operation of vehicles and (b) not conflict with the rights of third parties.

And, you agree to the following:

Your listings may be made publicly available on the Site and Outdoorsy's website. By creating a listing, you grant Sky Overland a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your listing content in connection with the Services and to promote

Sky Overland, your listing, or the Services in general, in any formats and through any channels, including across any Sky Overland or third-party website or advertising medium. We claim no ownership rights in your content.

You are responsible for any and all listings created by you or on your behalf, and it is your responsibility to check the accuracy of all such listings.

Sky Overland does not act as an insurer or as a contracting agent for you as an Owner. If a Renter requests a booking of your vehicle and uses your vehicle, any agreement you enter into with the Renter is between you and the Renter and Sky Overland is not a party thereto.

You are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisors, including any applicable taxes to be collected or obligations relating to applicable taxes in your listing(s). Sky Overland does not offer tax-related advice.

#### Outdoorsy as Payment Agent

By using the Services, each Owner and Renter appoints Outdoorsy as their limited agent solely for the purpose of collecting payment from each Renter on behalf of each Owner as provided in Outdoorsy's Terms.

#### Confirmed Bookings

The Owners, not Sky Overland, are solely responsible for honoring any confirmed bookings and making available any vehicles reserved through the Services. If you, as a Renter, choose to enter into a transaction with an Owner for the booking of a vehicle, you agree and understand that you will be required to enter into an agreement with the Owner and you agree to accept any terms, conditions, rules and restrictions associated with renting the vehicle as imposed by the Owner. You acknowledge and agree that you, and not Sky Overland, will be responsible for performing the obligations of any such agreements, that Sky Overland is not a party to such agreements, and that, with the exception of its obligations hereunder to pay rental Fees to the applicable Owner, Sky Overland disclaims all liability arising from or related to any such agreements.

#### Security Deposits

Owners may choose to include a security deposit requirement in their listings. Outdoorsy will obtain pre-authorization of the Renter's credit card according to Outdoorsy's terms. Sky Overland does not administer or accept claims by Owners related to security deposits and disclaims any and all liability in this regard.

#### Fees

General information about rental rates can be found here <https://SkyOverlandcampervehicles.com/rates/>. Specific information about rental costs are defined in individual rental contracts between Renters and Owners.

Outdoorsy deducts service fees from Renters' payments to Owners for confirmed bookings and remits the remainder to Sky Overland according to Outdoorsy's Terms. Sky Overland in turn remits the remainder to Owners according to Sky Overland's Owner Policies.

#### Insurance

Renters may purchase insurance from Sky Overland and/or Outdoorsy as provided in Sky Overland's and Outdoorsy's respective Terms. Renters are responsible for all damages or



expenses related to the vehicle rental, including damage to the vehicle, missing equipment, down time, theft, vehicledalism, and the vehicle Owner's administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of Renter. Renters and Owners should complete a walk-through of the rental, noting any and all defects or damage prior to Renter's pick-up and drop-off.

#### Cancellations and Refunds

If, as a Renter, you wish to cancel a confirmed booking made via the Services, Sky Overland's Renter Policies regarding cancellations and refunds will apply to such cancellation. If an Owner cancels a confirmed booking made via the Services, Sky Overland will refund vehicle payments to the applicable Renter.

#### Links to Other Sites

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- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the alleged infringing material is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- your electronic or physical signature.

Sky Overland will only receive DMCA notices by mail or email, or facsimile directed to Sky Overland's Designated Agent at the addresses below:

By Mail:

51 Laurel Loop  
Asheville, NC 28806

skyoverland828@gmail.com

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Indemnification

Sky Overland is not responsible for any damage to any vehicle rented through our Site. You agree to release, defend, indemnify, and hold Sky Overland and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Site or Services or your violation of these Terms; (b) your content; (c) your interaction with any user of the Site or Services, (d) your listing, booking, or use of a vehicle, (e) your use, condition, or rental of a vehicle, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a rental, booking or use of a vehicle.

#### We May Discontinue the Services

Sky Overland reserves the right to change, suspend or discontinue any of the Site or Services at any time, for any reason. We will not be liable to you for the effect that any changes to the Site or Services may have on you, including your income or your ability to generate revenue through the Site or Services.

#### Class Action Waiver; Controlling Law and Jurisdiction

You and Sky Overland agree to resolve legal disputes on an individual basis and expressly waive the ability to participate in a class or representative proceeding, including any class action lawsuit or class arbitration or representative arbitration proceedings. These Terms will be interpreted in accordance with the laws of the State of North Carolina and the United States of America, without regard to its conflict-of-law provisions.

#### Severability; Survival

The Terms survive termination of your agreement with Sky Overland. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

#### Contact Information

If you have any questions about the Terms, please email us at: [skyoverland828@gmail.com](mailto:skyoverland828@gmail.com) .