

SUPERIOR MK, LLC
OWNER EQUIPMENT RENTAL (LEASE) AGREEMENT
2024 GULF STREAM RV CONQUEST CLASS C 6237LE
VIN #

THIS EQUIPMENT RENTAL (LEASE) AGREEMENT (this "Agreement")
dated this __ day of __, 2024

BETWEEN:

Superior MK, LLC

Owners: Michael and Kara Ferguson

Contact:

(Collectively and individually the "Lessor")

OF THE FIRST PART

- AND -

The Renter

(the "Renter/ Lessee")

Contact Phone #:

OF THE SECOND PART

(The Lessor and Lessee are collectively the "Parties")

IN CONSIDERATION OF the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

Definitions

The following definitions are used but not otherwise defined in this Agreement:

1. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment and the Equipment list.
2. "Equipment" means 2024 Gulf Stream RV Conquest Class C 6237LE which has an approximate value of \$90,000.00.
3. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

Lease

1. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

Term

1. The Agreement commences on _____, 2024, (5:00 P.M.) and will continue until _____, 2024, (5:00 P.M.) (the "Term").

Rent and Deposit

1. The rent for the Equipment will be \$ _____ (the "Rent") and the Rent will be paid prior to the Lessee taking possession of the Equipment. (Included with rent: \$150 Cleaning Fee and a \$65 Administration Fee. Not included: Insurance and Protection Essential Package fee.
2. The Lessee will pay a deposit of \$1,000.00 (the "Deposit") before taking possession of the Equipment. The Lessor (RVshare.com) will refund the Deposit to the Lessee at the end of the Term provided that the Lessee has performed all of the Lessee's obligations under this Agreement. Any charges at return will be taken out of this said Deposit.

Check-in and Return

1. Check-in Pick Up process: the Lessee is to Check-in at Equipment's Location at 125 S Dry Creek Ln, Vineyard Utah 84059 @ 3:00 PM.
2. Check-out Return process: the Lessee is to Return the Equipment to the Equipment's Location at 125 S. Dry Creek Ln, Vineyard Utah 84059 @ 12:00 PM.

Delivery of Equipment

1. The Lessor will, at the Lessee's stated request and knowledge of Lessors Return Delivery Fee, will meet the Renter at the Lessee's requested location. This will be charged at return and taken out of held deposit (Different Location Return process: Owners Uber ride to meeting location, Return Process completed off-site, Renters Drop off Location)

Use of Equipment

1. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
2. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
3. **NO SMOKING in RV!**
4. **NO PETS in RV**, unless otherwise indicated on Lease agreement. A daily pet rent of \$20 per day and a nonrefundable PET Fee of \$50 will be applied to the rental.
5. **RV Generator Usage:** The Lessee is allowed 3 hours per day use of the RV Generator. **Generator Usage:** 3 hours per day are included in the rental. Lessee will be charged an additional \$3 per hour for overage. The overage will be charged at return.
6. **RV Mileage:** 100 Miles per day is included in rental. Lessee will be charged an extra .55 per mile for overage, excess miles: \$00.55 per mile. The overage will be charged at return.
7. **Highest-Octane (91) Gasoline Fueling and Refueling:** Lessee is required to fuel the Equipment with the Highest-Octane (91) Gasoline when in use. The Lessee is required to supply the Lessor with all Gasoline Receipts upon return. If you do not supply the receipts, you will be charged a \$50 service maintenance fee that will be taken out of your deposit held. Upon return the Lessee is responsible for refueling the Equipment gasoline tank to the same level amount of gasoline at check-in which is a full tank. Don't have time to refuel the gasoline tank before your check-out return time, No problem! The Lessor will charge the Lessee the cost to refuel back to full tank plus the act of fueling. The Lessor will charge \$6 per gallon plus a \$50 service fee, this will be taken out of your held deposit. The Lessor will supply a receipt to RVshare.com.

8. **Propane Tank Refueling:** Lessee is required to refuel the propane tank to a full tank upon return. Don't have time to refuel the propane tank before your check-out return time, No problem! The Lessor will charge the Lessee the cost to refuel back to full tank plus the act of fueling. The Lessor will charge \$6 per gallon plus a \$50 service charge, this will be taken out of your held deposit. The Lessor will supply a receipt to RVshare.com.
9. **RV Dumping:** The dumping of the RV waste obtained during Lessee usage. The Lessee is responsible for Dumping the Waste obtained during usage. Don't have time to dump the waste before your check-out return time, No problem! The Lessor will charge the Lessee a Dumping Fee. The cost of dumping the Lessee's waste includes the act of dumping and clean-up. The Lessor will charge a \$150 Dumping Fee, this will be taken out of your held deposit.
10. The Lessee shall use the below **RV Essentials Equipment List** provided by the Lessor for the Lessee's convenience and part of the overall RV camping experience. The Lessee will return all items at check-out return in the same condition as provided by the Lessor (Excluding items listed as disposable.)

Items for Lessee's Use located in outside storage (Included in rental fee):

1 bag of leveling blocks, 1 30-amp power cord, 1 freshwater hose with pressure regulator on it, 2 sewer drain attachments 10' long with bucket, latex gloves, 1 outdoor shower hose with attachment, 2 folding camping chairs, 2 small outdoor lights, outdoor barbeque utensils: spatula, prongs fork, wire brush, lighter, and an outdoor cooking dish.

Items for Renters Use located inside RV (Included in rental fee):

1 remote for truck stereo, 1 remote for TV, 1 truck key fob with truck key and RV keys, 1 truck operators manual, 1 RV operators manual, 1 broom with dustpan, 2 steel garbage cans for bathroom and kitchen, 1 black tub of kitchen supplies which includes: 4 forks, 4 spoons, 4 knives, 4 stake knives, 1 large kitchen knife, 1 pair of prongs, 1 pair of scissors, 1 stirring spoon, can opener, and wine bottle opener. 4 paper plate holders, 1 serving plate, 1 frying pan and 1 boiling pot with lids, 2 hot pad oven mitts, 2 dish towels, 4 bath towels, 4 face towels, 1 queen fitted sheet, 1 queen plastic mattress cover, 1 hanging shelf, 4 blankets, 4 pillows for sleeping. 4 board games, 1 black tub of basic tools which includes: screwdriver 1 flat and 1 phillips, 1 flashlight, and 1 long nose plyers.

1. The Lessee shall use the below listed disposable items at their discretion provided by Lessor for the Lessee's convenience and part of the RV camping experience. (Included in rental fee).

Items for Renters disposal - found inside RV:

1. 1 roll paper towels, 4 rolls of 1 ply toilet paper, dish hand /soap, and Windex cleaner. The Lessee agrees not to use harsh chemicals to clean inside the RV please use hand/soap or Windex only.
2. Lessee agrees to only use RV 1-ply toilet paper for the use of the toilet. The Lessee agrees to not flush any other materials other than the RV 1-ply toilet down the toilet.

Items for Renters if Purchased the Loaded Package: N/A

Repair and Maintenance of Equipment

1. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all items that are necessary to keep the Equipment in such a state.
2. Lessee agrees to only Fuel the 2024 Guild Stream Conquest Class C 6237LE with the Highest Octane (91) Gasoline to maintain quality condition of the RV. Bring all receipts at return.
3. Lessee will maintain water levels needed to use toilet, faucets and outdoor freshwater hose.
4. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor will file claims through RV Shares' provided Renter Insurance. The Lessee's Insurance Agency provided through RVshare.com; DigiSure Insurance Solutions, Inc; Liability Carrier: Crum & Forster Specialty Insurance Company; NAIC #31348; Policy #: _____; Coverage Duration [_____ 2024 12:00 am - _____ 2024 11:59 PM]; This Lessee's insurance coverage is necessary if such repairs are needed or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee acknowledges that such claims will be handled through RVshare.com.
5. If the Lessee's purchased insurance does not cover the Equipment damages and/or damages to any of the items listed in this contract while in possession of the Lessee, the Lessor holds the Lessee accountable and will bill the remaining expenses.
6. Lessee agrees to be responsible and pay for all damages that may occur while in possession during Lessees rental period.
7. Lessee understands they are responsible for any damages that may occur to the Equipment, or any items listed in the rental agreement, including the retail value of the equipment in regard to a Total Loss.
8. 2024 Gulf Stream RV Conquest Class C 6237LE which has an approximate value of \$90,000.00.

Warranties

1. The Equipment will be in good working order and good condition upon delivery.
2. The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used.

Loss and Damage

1. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
2. The Lessor does not hold Lessor accountable for personal items lost or stolen out of the Equipment when in possession of the Lessee.
3. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
4. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss, and this will be handled through RVshare.com through the Lessees Trip Insurance.
5. If the Lessee's purchased insurance does not cover the damages the Lessee is responsible for all damages and repairs to bring the Equipment back to the state prior to the Lessees possession.

6. The Lessor will bill the Lessee for all damages and repairs not covered by their insurance.

Ownership, Right to Lease and Quiet Enjoyment

1. The Equipment is the property of the Lessor and will remain the property of the Lessor.
2. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
3. Only the listed Lessees provided on insurance carriers card are allowed to drive the RV when in possession of the Lessee.
4. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.
5. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.
6. The Lessee may contact the Lessor at any time for any assistance with the Equipment for convenience of Lessees camping experience.

Surrender

1. At the end of the Term or upon earlier termination of this Agreement, the Lessee will deliver the Equipment to the Lessors location: 125 S. Dry Creek Lane, Vineyard, UT 84059 @ 12:00 pm. If the Lessee fails to make the Equipment return location or makes the Equipment available for pick up, the Lessee will pay to the Lessor any unpaid Rent for the Term or time taken by Lessee to arrange for pickup of the Equipment. In this event, the total casualty loss will be handled through the Lessees insurance carrier and RV share.
2. If the Lessee does not Return the Equipment at the agreed upon location within 50 minutes of the stated return time a Late Fee will be applied to the Lessees return total at checkout in the amount of \$100. If the Equipment is returned more than 2 hours late of the stated return time a Late Fee equal to 1 days Rental Fee \$267.75.

Insurance

1. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the full replacement value of the Equipment and will name the Lessor as the loss payee. The Lessee's Insurance Agency provided through RVshare.com; DigiSure Insurance Solutions, Inc; Liability Carrier: Crum & Forster Specialty Insurance Company; NAIC #: 31348; Policy #: _____; Coverage Duration [**2024 12:00 am - 2024 11:59 PM**]
2. The insurance will be in the joint name of the Lessor and the Lessee so that both the Lessor and the Lessee will be protected from liability and will provide primary and non-contributing coverage for the Lessor. The insurance policy will have a provision that it will not be modified or cancelled unless the insurer provides the Lessor with thirty (30) days written notice stating when such modification or cancellation will be effective.
3. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.
4. The Lessee appoints the Lessor as the Lessee's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any

insurance policy required by this Agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.

5. If the Lessee fails to maintain and pay for such insurance, the Lessor may, but is not obligated to, obtain such insurance, but if the Lessor does obtain such insurance, the Lessee will pay to the Lessor the cost of such insurance upon notification from the Lessor of the amount.

Taxes

1. The Lessee will report and pay all taxes, fees and charges associated with the Equipment, with the use of the Equipment, and with revenues and profits arising out of the use of the Equipment, including, but not limited to, sales taxes, property taxes, and license and registration fees. The Lessee will pay any and all penalties and interest for failure to pay any tax, fee or charge on or before the date on which the payment is due. The Lessee will pay any and all penalties and interest for failure to report required information to any taxing authority with jurisdiction over the Lessee or the Equipment. If the Lessee fails to do any of the foregoing, the Lessor may, but is not obligated to, do so at the Lessee's expense.
2. Notwithstanding any other provision of this Agreement, the Lessee will not be required to pay any tax, fee or charge if the Lessee is contesting the validity of same in the manner prescribed by the legislation governing the imposition of same, or in the absence of a prescribed form, in a reasonable manner. However, the Lessee will indemnify and reimburse the Lessor for damages and expenses incurred by the Lessor arising from or related to the Lessee's failure to pay any tax, fee or charge, regardless of whether the Lessee is contesting the validity of the same or not.
3. If the Lessee fails to pay any and all taxes, fees, and charges mentioned in this Agreement and the Lessor, on behalf of the Lessee, pays the same, the Lessee will reimburse the Lessor for the cost upon notification from the Lessor of the amount.

Indemnity

1. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

Default

1. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
 - The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement.
 - The Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.
 - A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

Remedies

1. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):

- Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
- Apply the Deposit toward any amount owing to the Lessor.
- Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
- Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
- Terminate this Agreement immediately upon written notice to the Lessee.
- Pursue any other remedy available in law or equity.

Additional Documents

1. Upon written demand by the Lessor, the Lessee will execute and deliver to the Lessor documents required by the Lessor to protect the Lessor's interest in the Equipment including, but not limited to, the documents necessary to file a UCC financing statement.

Entire Agreement

1. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

Address for Notice

1. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:
2. Lessor: **Superior MK, LLC, 125 South Dry Creek Lane, Vineyard, UT 84059**
3. Lessee: **Contact Info:**

Interpretation

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Utah (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

1. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Utah (the "Act"), the Act will prevail, and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
2. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

General Terms

1. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
2. Time is of the essence in this Agreement.
3. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
4. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.

Notice to Lessee

1. **NOTICE TO THE LESSEE:** This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.
2. Value other than rent paid or being paid to Lessor:
3. Description of Extra Charges or Fees
4. Lessee is responsible for the Maintenance of the RV during and upon return. General and operating maintenance, always fuel RV with the Highest-Octane (91) Gasoline (please supply all receipts upon return), Dumping of Waste during and at Return, Refueling of the Highest-Octane (91) Gas upon Return (Check-out), Refueling of the Propane Tank upon Return (Check-out). These Fees will be charged to the Lessee if these responsibilities are not taken care of by Lessee prior to return check-out.
5. **Charges that may occur upon return:**
 - **RV Generator Usage:** The Lessee is allowed 3 hours per day use of the RV Generator. **Generator Usage:** 3 hours per day are included in the rental. Lessee will be charged an additional \$3 per hour for overage. The overage will be charged at return.
 - **RV Mileage:** 100 Miles per day is included in rental. Lessee will be charged an extra .55 per mile for overage, excess miles: \$00.55 per mile. The overage will be charged at return.
 - **Dumping Fee: Lessee will be charged this fee of \$150 if Lessee does not Dump the waste tank at end of rental time block.** (At your campground or Any RV Truck Stop (i.e., LOVES RV & TRUCK STOP on route).
 - **Supplying All Gas Receipts of Fueling with the Highest-Octane (91):** Lessee is Required to fill RV with the Highest-Octane (91) gasoline during rental time, bring all receipts back to Lessor for proof or you will be charged a \$50 service maintenance fee.
 - **Gasoline Refueling Fee (Full Tank):** Required to Refuel RV tank back to full of the Highest Octane (91) gasoline or we will for \$6 per gallon plus a \$50 service fee. (Gas up at Maverik located at: 24 S Geneva Road, Vineyard, UT 84058)
 - **Propane Refueling Fee (Full Tank):** \$65. (Any RV Truck Stop (i.e., LOVES RV & TRUCK STOP on route).
 - **Return Delivery Fee:** The Lessor will, at the Lessee's stated request and knowledge of Lessors Return Delivery Fee (\$5 per mile round trip), will meet the Lessee at requested location. This will be charged at return and taken out of held

deposit (Owners Uber ride to meeting location, Return Process completed at Other Location, Renters Drop off Location)

IN WITNESS WHEREOF, Lessor and Lessee have duly affixed their signatures under hand and seal and Superior MK, LLC, has affixed its signature by a duly authorized officer under seal on this [_____, 2024, _____ PM]

Superior MK, LLC

Per: Michael and Kara Ferguson (c/s)

April 25, 2024