

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Toby and Tracy Fontenot ("the Owner") has put in place preventative measures to reduce the spread of COVID-19; however, the Owner cannot guarantee that you; your child(ren), or guest, will not become infected with COVID-19. Further, renting, entering, occupying the 2021 Coachmen Spirit Ultra Lite 2963BH Travel Trailer, VIN 5ZT2SBVB0MS039043 ("Travel Trailer") could increase your risk and risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), guests and I may be exposed to or infected by COVID-19 by renting, entering, occupying the Travel Trailer and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Travel Trailer may result from the actions, omissions, or negligence of myself and others.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), my guest and I may be exposed to or infected by COVID-19 by renting, entering, occupying the travel trailer and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others.

I shall assume all of the foregoing risks and accept sole responsibility for any and all injury to my child(ren), my guest, or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my guest or my child(ren) may experience or incur in connection with renting, entering, occupying the Travel Trailer. On my behalf, my guest behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Owner, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Travel Trailer and its owners, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in staying at the travel trailer.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under hand and seal on this date signed below.

(Renter)

(Date)

SUPPLEMENTAL RENTAL AGREEMENT

Please take a moment to thoroughly read this document prior to the rental period of the RV unit you have contracted. I (hereinafter the "Owner") of the RV believes the following prohibited activities are reasonable, and violation of such rules may be indicative of negligence on the part of the renter and occupants.

Our business model of "no hidden fees" and "no unexpected charges when you get back" is completely true – but that does not mean there are no fees or penalty if you break the rules. Please make sure you understand the rules and ask if you have any questions about any particular rule or expectation.

Additional Terms

1. **There will be no refunds for early returns.** If you return early, we do not refund the days you will not use. 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 as-fault driver's liability insurance.
2. **Fees for Late Returns:** Any delay over the scheduled return time must be communicated with owner as soon as possible. Any drop-off after 6pm CST will result in an additional night charge, unless previously authorized. It is inadequate to perform drop off inspections in the dark as it does not allow for a proper visual inspection. Please plan your travel accordingly to meet pick-up and drop-off times.
3. **Towing Trailer Age:** All drivers must be at least **25** years old and must be listed on the contract when you pick up the unit. **NO EXCEPTIONS.**
4. **Pets & Smoking:** Renter agrees and understands that pets and smoking; cigarettes, cigars, pipes, marijuana, drugs, vaping or other smoke products are **NOT** allowed in the Travel Trailer. If there is any evidence of either, or both, present in the Travel Trailer, Renter will forfeit the entire security deposit. Some renters are allergic to smoke/pet dander and we want to keep this rental free from this for everyone's enjoyment.
5. **No Drugs:** Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. Travel Trailer returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.
6. **End of Term:** At the end of the rental term the Travel Trailer and the contents thereof shall be in the same condition found as the beginning of the rental term or additional cleaning fees may apply. All contents shall be cleaned and stored where found in the cabinets. All trash must be removed from the Travel Trailer. The refrigerator and freezer must be emptied of all items.
7. **Dumping Policy:** Waste tanks (black & gray) must be empty, flushed with valves left **OPEN**, and caps off. If tanks are not emptied and flushed there will be a **\$200** dumping fee held against your security deposit.

SUPPLEMENTAL RENTAL AGREEMENT

8. **Waste Products:** Please do not insert any non-human waste products; baby wipes, wet wipes, flushable wipes, feminine products etc., in the toilet other than the supplied paper provided. RV toilets and sewage tanks are for human waste only and the supplied RV toilet paper. Any other products will cause damage to the toilet and / or tank blockage drainage issue of which the renter is responsible for the cost of repair and loss of use. Minimum repair cost is **\$750**. Disposal of non-human waste products should be placed in the supplied trash can.
9. **Toilet Usage:** Always fill up the toilet bowl 2/3 full prior to usage. Only biodegradable RV or marine type toilet tissue shall be disposed of down the toilet (**paper provided**).
10. **Food Debris:** Please do not allow food debris to be placed in sink drains. RV sink drainage are not garbage disposals and cannot accommodate food debris and particles. The renter will be responsible for repairs resulting from placing food particles and debris in RV sink drains.
11. **Chlorine Bleach:** Please do not use chlorine bleach inside the RV. Usage of chlorine bleach products will cause damage to the sewage tanks, furniture and flooring. Chlorine bleach is harmful to campground sewage systems, as well as wildlife. The renter is responsible for damages cause by use of chlorine bleach products.
12. **Odor / Cooking:** Please do not deep fry foods in the RV kitchen. We do not allow anything that can create a strong smell in the travel trailer that is difficult to remove. Cooking with grease in an RV causes excess odor and grease build-up within the RV. This unit is equipped with an outdoor cooking area for this purpose.
13. **Maximum speed:** Maximum speed limit while towing this trailer is limited to **70 mph**. Any speed over the limit increase the likelihood of potential tire blowout and additional damage to the travel trailer.
14. **Awnings:** The awning is very susceptible to wind damage. Using it is highly discouraged and renter takes full responsibility for any and all damages if used. If used, it must be rolled up in windy conditions, at night, and anytime the trailer is left unattended to reduce the risk of damage. Awning damage and repair is **NOT COVERED** by the insurance and renter will be subject to any and all repairs. Power awning repairs typically cost between (\$1000 to \$5000) depending on severity of damage. I have a portable tent that can be supplied.
15. **Departure Checks:** If towing, ensure all doors, cabinets and drawers are closed and locked before driving RV to avoid damage while the RV is in motion. Follow the departure form supplied to you.
16. **Examination:** Renter will be given time to examine the Travel Trailer prior to the rental key exchange to ensure it is suitable for the purpose for which it is rented. Renter will maintain both the Travel Trailer and rented equipment in a good repair, appearance and condition while in Renters custody. Renter agrees and understands non-operating secondary systems do not constitute a refund or

SUPPLEMENTAL RENTAL AGREEMENT

discount of any kind. Renter understand that during the course of Renter trip, if one or more of the secondary systems are not functioning Renter is responsible for contacting Owner. Refrigerators, Central A/C, Heating, Stabilizer Jacks, TV, Radio, Awning, Slide-Out, Roof Vents, Steps, Outdoor Kitchen, Backup Camera, Tire Pressure Monitor, Water Heater, Shower, Microwave, Reading Lights, USB ports are all considered secondary systems. Renter understands if any malfunctions should occur with any of these items, no compensation will be made to Renter.

17. **Extending Rental Dates:** You are responsible for reviewing this Agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval.
18. **Towing Verification:** Vehicle towing system verification required to pulling trailer.
19. **Vomit:** Please take all necessary precautions to ensure occupants do not vomit, or otherwise, soil the RV unit. Vomit cleaning and odor removal will result in excess cleaning fees, which may exceed the security deposit.
20. **Pickup Delivery Locations:** The Renter will, at the Renter's expense and risk, will deliver, pickup and transport the Travel Trailer from the agreed upon times and locations with owner.
21. **Mechanical Breakdown:** Recreational Vehicles, just like any other mechanical equipment, can have problems. While extremely rare for a mechanical breakdown to strand a customer anywhere, it doesn't matter if a unit is brand new or an older model, they can have mechanical problems at any time with little to no forewarning. Anyone who tries to tell you otherwise is not telling you the truth. What I assure you is that I don't cut corners when it comes to maintenance. Preventive maintenance plays a major role in not having problems on the road. Repairs on the road are significantly more costly for us and preventative maintenance greatly reduces that potential cost. Put another way, one repair outside of our repair contractor would likely cost more than we are making for that rental, so it makes absolutely zero sense to send an RV out with any known possibility of a breakdown. Any critical item needing repair will be fixed ASAP to get you back on the road. Please understand that RV systems that don't affect the drivability of the unit are not considered "critical" and I will authorize repair on the road on a case by case basis.
22. **Roadside Service / Road Hazard:** Premium trip protection by always recommended on any rental equipment to have peace of mind. Be sure to select the insurance you are comfortable with. RV tires and damage caused by tire blowouts are expensive and would otherwise be your responsibility.
23. **Insurance:** The insurance that you have selected through the rental platform only covers liability and physical damage to the exterior damage. Any interior damage will be subject to deposit holds for parts and labour to repair said damage caused during the rental contract.

SUPPLEMENTAL RENTAL AGREEMENT

24. **Freezing Temperatures:** If you are using the travel trailer during freezing temperatures, I recommend the below be followed;

1. Put ½ gallon of antifreeze in the each of the grey and black tanks to prevent damage to all plumbing in and valve outside of the trailer. This will help prevent the valves from freezing.
2. Bring a hair drier with you on your trip. If the drain valves do freeze, you can use the hair drier to heat up the valves to open them.
3. Bring an electric space heater in case you run out of gas during extended rentals. The furnace runs on propane.
4. Anytime the temperature is forecast to drop below freezing, disconnect the city water supply from the travel trailer.
5. Freshwater should be at least 2/3 full in the freshwater holding tank.
6. Keep extra freshwater gallon jugs inside the trailer for emergency use and flushing toilet.
7. Keep the furnace on at least 55° to keep the plumbing from freezing. The furnace also heats the underbelly of the trailer to prevent freezing of plumbing.

The renter is asked to take reasonable actions to care for the RV, and to ensure that it is not exposed to excessive wear and tear during use. The renter is also asked to consider the environment and being kind to nature, as well as using good campground etiquette.

I ask that the you review this document and sign in receipt and acknowledgement. If you believe that you cannot comply with the above listed prohibited activities, you should immediately notify the me to cancel the reservation.

(Renter)

Date:

RENTAL and HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is entered into this day dated below, by and between OWNER, Toby and Tracy Fontenot (hereinafter "Owner"), and RENTER, named below (hereinafter "Renter"). Owner and Renter are sometimes referred to as "Party" and collectively referred to as the "Parties."

Owner and Renter are parties of a rental agreement dated below (hereinafter "Term"), for a 2021 Coachmen Spirit Ultra 2963BH with VIN 5ZT2SBVB0MS039043 (hereinafter "Travel Trailer") owned by Owner. Renter has requested Owner to rent the Travel Trailer for the Term. Owner has agreed to allow the Travel Trailer, subject to the terms and conditions of this Agreement.

Now therefore, in consideration of the mutual covenants and conditions herein, Owner and Renter agree as follows:

- 1. Hold Harmless:** Upon Renter use of the Travel Trailer by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, Renter shall defend, indemnify, and hold harmless Owner from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or wilful misconduct of Renter use of the Travel Trailer. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Owner for all legal expenses and costs incurred by it.
- 2. Authority to Enter Agreement:** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3. Amendment; Modification:** No supplement, modification, or amendment of this agreement shall be binding unless executed in writing and signed by both parties.
- 4. Waiver:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 5. Attorney's Fees and Costs:** If any legal action or other proceedings is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorney's fees and other related costs, in addition to any other relief to which the Party is entitled.
- 6. Entire Agreement:** This Agreement along with the Supplemental Rental Agreement, RV Rental & Optional Insurance, and RVshare.com Terms of Service documents are the entire agreement between the Parties related to the matters specified herein, and supersedes any and/or other prior oral or written statements for agreements between the Parties related to such matters.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under hand and seal on this **date below.**

From _____ to _____
Rental Dates

(Renter)