

TRAVEL TRAILER RENTAL AGREEMENT

1. RECITALS

- 1.1 Renter agreed to rent Owner's vehicle as provided in and subject to the terms and conditions of the Face Page Agreement.
- 1.2 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:

2. TERMS

2.1 Rental Vehicle and Term.

- A. 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").
- B. 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.

2.2 Return of Rental Vehicle; Security Deposit. 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 and black water, prior to returning the Rental Vehicle unless otherwise agreed upon. An additional cleaning fee, not to exceed \$200.00, 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.

- A. Renter agrees to return the Rental Vehicle by the Renter Dropoff date between 8:00am – 5:00pm CST unless otherwise agreed upon. Renter agrees that their credit card on file will be charged a one-time \$30.00 administrative fee plus the hourly rental rate based on a prorated daily rental rate for the rental unit for each hour the Rental is late. Renter agrees that their credit card on file will be charged a \$100.00 administrative fee plus the full daily rate for every eight (8) hours the Rental is late in the event that the Owner must cancel another confirmed and paid for booking due to the late return.
- B. Renter agrees that the Security Deposit will be released, less any additional fees, within seven (7) 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. If we are unable to charge the credit card on file or otherwise collect payment from you, you agree to remit payment for any damage to the rental vehicle to the applicable Owner. If a vehicle has been damaged during the rental period and the damage occurred as a result of vandalism or there is a suspicion of vandalism, a police report must be filed by the owner of the damaged vehicle before an insurance claim can be processed.

2.3 Cancellations. If you wish to cancel a confirmed booking made via the Services, either prior to or after arriving at the RV, the cancellation policy of the Owner contained in the applicable Listing will apply to such cancellation.

3. RENTER'S OBLIGATIONS, REPRESENTATIONS AND LIMITATIONS; INSURANCE.

- 3.1 **Smoking.** 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 \$500.00 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 **Awnings.** Some Rentals are equipped with awnings. Awning usage may be restricted by Owner. If Owner does not provide express consent to use the awning during the Rental Period, and the awning is damaged during the Rental Period or causes damage to a third party, Renter will be wholly responsible for the full cost of repair and such damages.
- 3.3 **Drivers.** 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.

- 3.4 Driver Age.** The minimum age to rent an insured vehicle is 25 years old. You must be approved through identify verification and other background checks as required. You are required to demonstrate at least three years of current, licensed driving history and must hold a valid Driver's License. If you hold a foreign license, you must be at least 25, and you will be required to provide your passport, an international driver permit or a photograph of your current driver license. You must possess a mobile phone in your own name that we can verify through text message.
- 3.5** Renter agrees not to drive in a careless or negligent manner while driving a Rented vehicle, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those who have signed the rental agreement and have signed the Departure Form and who have passed verification procedures. Renter further agrees not to use, or permit use of the rental for unlawful purposes. Renters will hold Owner harmless from any and all fines and penalties incurred during the rental period caused directly or indirectly by negligence, misuse or carelessness. Renter further agrees to indemnify and hold harmless Owner from and against any and all claims for loss of, or damage to property, or injury to person, including death, resulting from the use and operation of the rented unit. Unless prohibited by law, you release Owner from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle.
- 3.6** Renter shall hold harmless, Owners, and its authorized agents and employees from and against all loss, bodily injury, damages and expenses, including legal expenses, of any kind arising from my rental unit during rental possession extending to such time use is finalized and cleared by the Owner, including without limitations, latent and other defects whether or not discoverable by you or Owner. This indemnity shall continue in effect at all times despite the return of the rental before or after expiration of the contract terms whether by a formal request from Owner, Agency or otherwise. It is agreed and understood that the Owner may control the defense of any such claim. Any violation of these terms will result in denial of insurance coverage.
- 3.7 Animals.** Pets or other animals (aside from service animals) are not allowed into the Rental without prior permission from the Owner. Owners agree to comply with all law, including the federal Americans with Disability Act (ADA). The ADA requires that service animals are harnessed, leashed, or tethered, unless the use of these devices interfere with the service animal's work or the individual's disability prevents using these devices. In such cases, the individual must maintain control of the animal through voice, signal, or other effective controls. Pet fees for service animals may not be charged; however, the Owner may collect fees for any damage sustained to the Rental by the service animal.
- 3.8 Tolls and Tickets.** Renter agrees to report to the Owner and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Rental Period. Renter agrees to pay or reimburse Owner for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the rental. Renter will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, Terms of Service or other Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees that Owner may, in their sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay Owner what was paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses incurred. Renter agrees and acknowledges that Owner may cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.
- 3.9 Mechanical Failure.** 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.
- 3.10** 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.
- 3.11** Unless otherwise stipulated in the insurance coverage, the Renter is responsible for all damage to the rental, missing equipment, down time, and the Owner's administrative expenses connected with loss irrespective of the cause of damage or loss or the negligence or lack thereof of Renter. Renter is responsible for loss due to theft of the rental. Renter is responsible for all damages due to vandalism of the rental. When accepting the rental, Renter and Owner must complete a thorough, comprehensive Walk-Thru report of the rental, noting in writing any and all defects or damage to the rental prior to Renter's acceptance of the same. Renter and Owner must sign and date the Departure Checklist in order to qualify for insurance protection. Immediately prior to releasing the vehicle the owner is responsible for completing a full inspection of the interior and exterior of the vehicle with the renter, and must take photos to document its condition immediately prior to departure and immediately upon return.
- 3.12** Upon return of the rental, the Owner must immediately inspect the rental and photograph any damages, and report any losses within 48 hours of the end of the booking or return of the vehicle (whichever occurs first). Owner is not responsible for personal property left in the rental. All defects and/or damage to the rental noted in the return inspection which are not noted on the Walk-Through report completed by Renter and Owner when accepting the rental shall be the sole

responsibility of Owner and Renter, and Renter shall reimburse the Owner for the cost of the repair. To the extent that the security deposit actually paid to the Owner is insufficient to cover the costs and damages incurred by Renter, Renter will make immediate payment to Owner. Owner and Renter must report all accidents or incidents of theft or vandalism to the police as soon as Owner or Renter discover them and provide a copy of the police report. Renter must report all accidents involving the rental to Owner within 24 hours of occurrence and provide a copy of the accident report to the Owner.

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.

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 Kansas, 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.
- 5.6 These Terms constitute the entire and exclusive understanding and agreement between Owner and you regarding the Rental, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Owner and you regarding the foregoing.
- 5.7 By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Owner to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement . All rental fees and other charges must be paid prior to the Rental pickup, including security

deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.

- 5.8** The Parties agree to cooperate and coordinate with each other generally and to take any actions reasonably requested in connection with (i) this Rental Agreement, (ii) the pickup, use and return of the Rental, and (iii) any disputes, actions, proceedings, suits, and investigations related to the Rental or Renter's use of the Rental, including without limitation, execution and delivery of any documents Owner reasonably requests, giving testimony under oath, and taking any other actions Owner reasonably requests related to this Rental Agreement or the Rental or the rental transaction.