

ADVENTURE RENTALS LLC – RENTAL CONTRACT

Primary Driver's Name:

Date of Birth (mm/dd/yyyy):

I have read and agreed to the terms and conditions of this rental agreement, and thereby give my consent to the agreement and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

RENTER SIGNATURE _____ **DATE:** _____

Signature acknowledges that renter has read and agrees to the below policies, terms and conditions. Additional Approved drivers can be listed on an additional page attached to this Contract and signed by both Renter and Owner.

OWNER SIGNATURE: _____ **DATE:** _____

Please take a moment to thoroughly read these reminders and rules of the road. As stated in your contract, violation of these rules may be indicative of negligence, abuse or misuse on the part of the renter and occupants and exceed the security deposit. These are fairly standard fees/charges for negligence, abuse or misuse with any RV rental and although we do not anticipate any issues, we feel it is important the renter has full visibility to the potential costs associated with negligence, abuse or misuse that your insurance may deny, and therefore hold you responsible for out-of-pocket expenses.

When you pick-up or take delivery of the unit we will complete a **pre-rental orientation** walk-thru that will take 20-60 minutes, depending on any prior experience you have with a camper. It is important for both owner and renter to have sufficient daylight/time to discuss any questions or concerns and take all necessary photos.

- **Delivery/Pick-up/Drop-off times** will be communicated and agreed upon between the owner and renter prior to the reservation. Excessive tardiness or lack of communication will result in additional charges.
- Please only use RV toilet paper (supplied) and do not insert any feminine sanitary products, baby wipes, flushable wipes, paper towels, etc. in the toilet. Such actions will cause damage to the **toilet and sewage tank**. The renter will be responsible for the cost of repairs and loss of use. Minimum repair cost is typically \$750.
- **Waste holding tanks** must be emptied prior to return unless you have chosen the pre-pay dumping fee. When you return the unit, valves will be opened to be sure the tanks are empty.
- Please do not use **chlorine bleach** inside the RV. Usage of chlorine bleach 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. Preferred cleaning products are provided.
- Please do not allow grease or food debris to be placed in sink drains. Sink drains and gray tank cannot accommodate **grease or food debris**. The renter will be responsible for the cost of repairs and the loss of use.
- Please do not cook or store **foods that will create a strong smell** that is difficult to remove in the camper. Deep fry cooking with grease causes excess odor and grease buildup within the camper. Removal of such odors and buildup requires the use of chemicals and extensive professional cleaning at the cost of the renter. (Options available for outdoor cooking!)
- Please **protect furniture and upholstery** from activities that cause stains, damage, and soiling. Excess cleaning required to recover the cleanliness of the unit and upholstery to a clean and neutral state will result in additional charges assessed and will be taken from the security deposit. Cushions/furniture are costly to replace and may exceed your security deposit.
- Please **do not attempt to stand or sit on the roof**. The renter is responsible for damages caused by any use of the roof which can be in excess of \$10,000.

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- Please **do not smoke** cigarettes, marijuana products, vaping devices, E-Cigarettes, etc. in or near the camper. Such activities cause odors and result in professional cleaning at the end of the rental period. The minimum charge for recovery of smoking odors is \$750.
- **Illegal activity** is prohibited within the camper by the renter and the occupants. The owner will comply with law enforcement, concerning all inquiries related to illegal activity. Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit and result in law enforcement being called for a police report and to collect evidence.
- **Travel Restrictions:** Our units are NOT allowed to travel into Mexico & insurance does not cover you or the unit in Mexico. No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, fields, etc. The only exception to this is a non-paved road inside a licensed RV Park. Your unit may be equipped with GPS tracking.
- We discourage the usage of the exterior awning unless you feel extremely comfortable with the operation and use. This is for your protection because they are \$1200 to replace (up to \$5000 for the automatic ones) and can be damaged very easily due to weather or accidental misuse. **Awnings are not typically covered by insurance claims.** Damage to awnings, including damage while driving (trees, drive-thrus, etc.) are 100% your responsibility and could exceed your security/damage deposit amount.
- The camper must be returned with a **clean interior**. "Clean" means as you received it & visibly ready for another rental. Owner will complete all COVID-19 CDC cleaning and disinfecting procedures.
- You may make **minor repairs** that total less than \$75 without approval. Replaced defective parts and receipt must be brought back for reimbursement. Repairs over \$75 or minor repairs after the \$75 threshold is reached must be pre-approved. There will be no reimbursement if you do not bring back the defective part you replaced and the receipt. Campers, just like any other mechanical equipment, can have problems. While extremely rare for a mechanical breakdown to strand a customer anywhere, they can have mechanical problems at any time with little or no forewarning. Do not hesitate to call or text with questions or concerns during your trip.
- Our ability to **provide the rental unit** you reserved is contingent upon the previous customer returning the unit on time and undamaged. If a unit is not returned, damaged, or otherwise not road worthy when returned from a prior rental and there is no time to repair the unit before your rental, we will offer to swap you to another unit if one is available. If there are no other options to canceling your reservation or we do not have a comparable unit, you will receive a full refund. If you do not return the unit on time and/or there is negligent damage, you could be charged for loss of use to both the owner and/or future renter.
- The renter is asked to take reasonable actions to care for the camper, the environment, and the camping experience of their neighbors. Please help us maintain a good reputation by using **good campground etiquette**. (Complaints can come to the RV tag owner – represent us well!)

This Rental Agreement (“Agreement”), along with RVshare, Outdoorsy, Rvezy, RVnGO, Wheelbase, Good Sam, etc. (“Platform”) Terms of Service and Policies, which are incorporated herein by reference, is made by and between the persons listed in the booking details page, namely the Renter and the Rental Owner and/or Adventure Rentals LLC (“Dealer” or “Owner”) for the rented vehicle (the “Rental”). Renter and Owner are referred to collectively herein as the “Parties”.

The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Owner, it has also released and/or indemnified Owner’s officers, directors, employees, agents, affiliates, and the vehicle's owner of record.

By entering into a confirmed booking, Renter and Owner acknowledge that they read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental. Additionally, Renter permits Adventure Rentals LLC to process a charge to the card listed on file for all rental and claim related charges due under this Agreement.

The Parties have read and agree to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Renter understands and acknowledges that if Renter purchased a Protection Package only verified drivers are allowed to tow, drive or operate the rental vehicle.

Rental Agreement Terms and Conditions

1. **Renter and Owner.** The “Renter” shall mean the individual person completing a booking. The “Owner” (also referred to herein as the “Dealer”) shall be the individual person or legal person (e.g. corporation, LLC, sole proprietor, etc.) accepting a booking. Renter acknowledges that Dealer may not own the Rental it is renting to Renter and rents the Rental pursuant to a valid third-party agreement with the owner of the unit. Dealer represents and warrants that it has the legal authority to enter into a booking and renting the Rental.

This agreement is not assignable by Renter.

2. **Rental .** The “Rental” means the motorized or non-motorized (towable) vehicle rented by the Renter from the Owner, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by the Owner with the vehicle.

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. OWNER (INCLUDING THE TITLED OWNER OF THE RENTAL) DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION OR QUALITY, PERFORMANCE, UTILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Renter agrees that Owner shall always have a superior right of possession of the Rental over Renter. In the event that Owner, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Owner shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Owner recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs. Owner agrees that Renter is wholly responsible for these charges and will hold the Platform and/or Dealer (Adventure Rentals LLC) harmless.

3. **Rental Period.** The “Rental Period” begins when the Owner provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental Period ends upon the completed return of the Rental to the Owner.

For rentals involving the delivery of the Rental by Owner, Renter’s responsibility for the Rental and liability for damages relating to delivered rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved by the Owner or must have provided additional proof of insurance coverage through a third party.

Renter and Owner understand and acknowledge that they should not enter into a booking and key exchange unless they agree and accept the terms of this Agreement, as well as Adventure Rentals LLC and the Platform's other Terms of Service and Policies. A confirmed booking is an express agreement to this Agreement and Adventure Rentals LLC's and the Platform's Terms of Service and Policies.

4. **Who May Drive and Proper Operation of the Rental.** Only the Renter who completes the booking (the "Primary Driver") and qualifies as a "Permitted Driver," and other persons designated and identified as drivers at the time of booking and verified by The Platform ("Permitted Drivers") may tow, drive and operate the Rental. Permitted Drivers may only tow, drive and operate the Rental with the express prior permission from Renter, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental or caused by or involving the Permitted Drivers.

The Renter represents to Owner and The Platform that Renter and other Permitted Drivers are capable and validly licensed drivers and will remain capable and validly licensed drivers during the term of the rental. Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved through the Platform's verification process.

Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger car rental. For example, the Rental may require more clearance above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Owner acknowledges that it is their responsibility to inform Renter of the limitations of their Rental, including clearance heights and widths and other operating instructions.

Renter agrees to only operate the Rental on public roadways with sufficient width and height clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Owner has no control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the Rental is being operated. Therefore, Renter acknowledges they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion.

5. **Prohibited Use of the Rental** . The Renter and Permitted Drivers shall not drive in a careless, negligent, reckless, or unlawful manner. Certain uses of the Rental and other actions the Renter or Permitted Drivers may take, or fail to take, will violate this Rental Agreement and Adventure Rentals' LLC Terms of Service and Policies. **A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS OWNER OR THE PLATFORM TO TERMINATE RENTER'S BOOKING AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED, INCLUDING BUT NOT LIMITED TO INSURANCE COVERAGE AND ROADSIDE ASSISTANCE. IT ALSO MAKES RENTER FULLY LIABLE TO OWNER AND THE PLATFORM FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT OWNER OR THE PLATFORM MAY INCUR.**

It is a violation of this Paragraph if any of the following occurs:

A. Renter uses or permits the Rental to be used: (1) by anyone other than a Permitted Driver; (2) to carry passengers or property for hire or more passengers than the Rental has seat belts to carry; (3) to tow or push anything, unless specified by Owner; (4) in the case of a towable, to allow occupants to be inside the towable when in motion; (5) to be operated in a test, race or contest or off-road; (6) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance

listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (7) for unlawful purposes or for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; (8) recklessly or while overloaded; (9) if the Rental is driven into a jurisdiction or to a location or event not permitted by Owner or The Platform (e.g., into Mexico or attending an unauthorized festival such as Burning Man); (10) Renter materially misrepresents the intended use or destination of the Rental; (11) Renter or Dealer violates the Terms and Conditions.

B. 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 laws, 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.

C. The Rental's awning is unrolled or used without prior permission from the Owner.

D. Anyone is on the roof of the Rental, regardless of whether the Rental is equipped with a ladder.

E. Renter or an additional driver, whether authorized or not: (1) fail to promptly report to the Platform and Owner any damage to or loss of the Rental when it occurs or when Renter learns of it and provide the Platform and Owner with a written accident/incident report or fail to cooperate with the Platform's investigation; (2) where required by law, failed to report an accident to law enforcement; (3) obtained the Rental through fraud or misrepresentation; (4) leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows and the Rental is stolen or vandalized; or (5) intentionally or with willful disregard cause or allow damage to the Rental.

F. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Owner and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.

G. Driving or operating the Rental while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

6. **Tolls, Fines, Expenses, Costs and Administrative Fees.** 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 Outdoorsy and 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 the Platform or 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 the Platform or 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 the Platform and 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.

Renter authorizes the Platform to release the rental and credit/debit card information regarding the rental to any agent the Platform/Owner may authorize to act on its behalf for the purpose of processing and billing Renter for any tickets, citations, fines and penalties incurred by Renter or assessed against the Platform, the Owner or the Rental during the rental plus a reasonable administrative fee. Renter authorizes the Platform's/Owner's agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes the Platform's/Owner's

agent to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against the Platform/Owner or to Rental while its was rented to Renter.

In the event the Platform or Owner uses a third-party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, Renter agrees to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

Renter acknowledges that Renter has no right to contest any such infraction or enter any plea other than guilty or no contest unless the Platform or Owner consent to such action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty. Renter agrees to indemnify and hold the Platform and Owner and any other agent authorized harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

- 7. Departure Policy.** Owner shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter's trip, the Renter must notify the Platform/Adventure Rentals LLC immediately by contacting Adventure Rentals LLC at 785-243-5826 or the Platform Customer Support Agent. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

Renter agrees that they will take photos within 24 hours of departure of the exterior and interior of the Rental or insurance coverage will not apply.

Owner and Renter acknowledge it is their joint responsibility to ensure towables are properly hitched at the time of departure, with appropriately sized ball mounts and sway bars as necessary. Renter further acknowledges that their vehicle has sufficient towing capacity. Failure to do so may result in the denial of any damage claims.

- 8. Hauling and Delivery.** Renter's liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery or return of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via the The Platform verification check or must have provided additional proof of insurance coverage through a reputable third-party insurer.
- 9. Return Policy.** Renter agrees to return or leave the rental unit no later than the checkout time indicated on the Booking Confirmation or such other time as mutually agreed to by the Owner. If Renter cannot drop Rental off on the scheduled date of return, Renter must extend the rental in writing on the Platform with Owner's permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the unit is not vacated or returned by the return date, and Owner is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, 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. The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order). Dealer and Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit.

Renter agrees that they will take photos upon return of the exterior and interior of the Rental or insurance coverage will not apply.

- 10. Condition of Rental & Responsibility for Repair.** In the event of any loss or damage to the Rental, or any personal property or bodily injury claim that occurs during the Rental Period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature or God, Renter is responsible and is required to pay up to the deductible outlined in the protection

package of their choice. In the event Renter has violated this Agreement or the Platform's Terms of Service or Policies, Renter will be held responsible for the full amount of the claim including any insurance deductible.

When accepting the Rental, Renter and Owner, or authorized representative of Owner, will complete and sign the Departure Form for the Rental, noting in writing and/or time stamped photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.

Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must document the condition of the Rental via photos up to 24 hours before the trip starts and no later than 48 hours after the trip ends. This is a requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or Owner may result in any claims being denied. The Platform and Owner are not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter. Renter shall reimburse the Owner for the cost of the repair if the Platform or Owner deems Renter is responsible for the damage.

To the extent that the security deposit paid to Owner is insufficient to cover the damages incurred by Renter, Renter will pay Owner the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and to the Owner via the Platform message system and provide a copy of the police report to Owner and the Platform. Renter must report all accidents involving the Rental to Owner within 24 hours of the occurrence and provide a copy of the accident report to the Owner. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report. Owner must report all accidents involving the Rental to the Platform within 48 hours of return of the Rental and provide supporting documentation such as photos, video, police report or statements.

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. In the event that the Dealer authorizes the use of the awning during the rental period, the fabric of the awning must be kept in the possession of the Renter and returned to the Dealer in order for damages to be covered by the purchased protection package.

If the Rental is returned to Owner outside of regular business hours, Renter shall remain responsible for any damage or theft of the Rental occurring prior to Dealer's acceptance of the return of the Rental during regular business hours, up to a limit of 48 hours. If Renter provides photos of the RV at the time of drop-off that clearly indicate no damage sustained, The Platform will make a determination as to the validity of any subsequent claims.

- 11. Indemnification and Waiver by Renter.** Renter shall forever defend, indemnify, and hold Owner (including but not limited to the titled owner), and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter 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 formal request from Dealer or otherwise. It is agreed and understood that Owner or the Platform has the right to control the defense of any such claim.

RENTER WAIVES AND RELEASES OWNER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH

LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER OWNER OR THE PLATFORM HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

- 12. Owner's Limitation of Liability.** THE RENTER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ANY PASSENGERS OR USERS OF THE RENTAL, THAT THEIR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE OR LOSS RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY RENTER TO OWNER UNDER THIS AGREEMENT.
- 13. Indemnification and Waiver by Owner.** Owner shall forever defend, indemnify, and hold Adventure Rentals LLC, and its officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use of the Rental by Renter or any person, including claims of, or liabilities to, third parties. **OWNER WAIVES AND RELEASES ADVENTURE RENTALS LLC AND RENTER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE RENTAL OR BOOKING.**
- 14. Property in the Rental.** Owner is not responsible for loss of, theft, or damage to any property in or on the Rental, in any service vehicle, such as a transit van or bus, on Adventure Rentals LLC or Owner's premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to Adventure Rentals LLC and Owner for claims by others for loss or damage caused by renter's property.
- 15. Rental Fees and Charges.** 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 and Policies before being asked to take possession of the Rental. Additionally, Renter expressly authorizes the Platform/Adventure Rentals LLC to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or the Platform's Terms of Service and Policies. 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.
- 16. Security Deposit & Authorization.** A security deposit from Renter is required two days prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Platform Terms of Service. The amount of the security deposit is stated in the booking confirmation. Owner may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

Minimum requirements for return of the security deposit include:

- At the time of return, Rental is cleaned to the same condition or better than when picked up;
- Fuel/propane levels are equal to or above the level provided at the time of departure handoff;
- Holding tanks are properly emptied to or below the level at time of departure handoff;
- No damage sustained to the Rental (including interior damage);
- All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full.

At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes. Owner has up to 48 hours from the return of the unit to inspect the unit for damages and notify the Platform by filing a claim, as well as contact Renter via email or dashboard message. The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owner.

AS DESCRIBED IN THIS AGREEMENT OR THE PLATFORM TERMS OF SERVICE AND POLICIES, ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, INCLUDING BUT NOT LIMITED TO:

- **Smoking:** No smoking is allowed in the Rental. Smoke odors in returned Rentals will result in additional fees set by Owner.
- **Interior Damage:** Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Renter acknowledges he/she may purchase interior Damage Protection. For any damages not covered under the Damage Protection plan, or if the Damage Protection limit is not sufficient to cover the damages sustained, Owner will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.

17. Maintenance. Owner is responsible for checking all fluid levels (e.g., oil and coolant), air tire pressure, lug nuts and wheels immediately prior to rental departure and must complete a safety inspection within 90 days prior to each booking. Should a breakdown or tire blowout occur due to lack of maintenance, wear and tear or manufacturer defect, Owner acknowledges their claim may be denied. The Platform reserves the right to request inspection and maintenance records dated within 90 days of the start of the booking. Owner acknowledges that a claim or dispute may be denied if there are missing or insufficient maintenance records and/or photos.

18. Repairs and Roadside Assistance. In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, the Platform offers Roadside Assistance service with qualified bookings. If emergency repairs are required, repairs under \$75 should be completed and paid for by Renter. Repairs over \$75 must have prior authorization from the Owner. Renter must save and submit all repair receipts for review when the Rental is returned. Reimbursement will depend on the type of repair and its cause. Roadside assistance is currently included/available for purchase in eligible bookings. If the Protection Package purchased does not include roadside assistance services, Renter may apply and pre-pay for roadside assistance through the Platform or Good Sam/AAA/etc. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.

19. Insurance & Costs. Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Owner and the Platform deems Renter responsible. Renter must be approved for insurance for the Rental through the Platform or must provide Owner with an insurance binder indicating Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Owner, and/or third parties for the Rental being driven or towed. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental. Renter acknowledges that any insurance outside of the Platform Protection Packages is primary over the coverage provided in the package.

Except where required by law to be primary or excess, any protection provided through the Platform shall be secondary to, and not in excess of, any applicable insurance available to Renter, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.

20. Disputes. The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) will be governed by the arbitration and dispute resolution procedures described in the Platform Terms and Conditions. The Parties further agree that such arbitrations shall be conducted in the County where the Owner has its primary residence or place of business nearest to where the Rental was picked up. This Agreement shall be construed in accordance with the laws of the state of Owner's principal place of business or primary residence. Renter agrees that in the event Owner prevails in a suit to enforce this Agreement, Owner shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.

21. Cooperation. The Parties agree to cooperate and coordinate with the Platform/Owner and each other generally and to take any actions the Platform/Owner reasonably requests 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 the Platform/Owner reasonably requests, giving testimony under oath, and taking any other actions the Platform/Owner reasonably requests related to this Rental Agreement or the Rental or the rental transaction.

Unless prohibited by law, Renter releases Dealer/Owner from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client Owners, Dealer, and its authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is completed and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by Renter or Dealer. 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 formal request from Dealer or otherwise. It is agreed and understood that Dealer may control the defense of any such claim.

Additional Conditions

This Agreement does not create any type of partnership between Renter and Dealer or Rental Owner. This Agreement may not be cancelled or modified except in writing signed by all parties.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS DEALER AND RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY DEALER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DEALER AND/OR THE RENTAL OWNER. RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF DEALER RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO DEALER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO DEALER AND/OR THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST DEALER AND/OR THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.