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## **Rental Agreement**

This Rental Agreement governs your rental of a Vehicle (as defined below) from ROAMEO HOSPITALITY, LLC ("Roameo") and your use of that Vehicle for the duration of the Rental Period (as defined below). By clicking "I Accept", you agree to the terms and conditions of this Rental Agreement. THIS RENTAL AGREEMENT CONTAINS A MANDATORY CLASS ACTION WAIVER IN SECTION 23. If you do not agree to this Rental Agreement, including the mandatory class action waiver in Section 23, you may not drive or use a Vehicle.

This Rental Agreement is in addition to the Roameo Terms of Service located here: [LINK], the Roameo Privacy Policy located here:

https://www.goroameo.com/privacy-policy, and the Roameo COVID-19 Policy, located here: https://www.goroameo.com/covid-19-policy, each of which are incorporated herein by reference. To the extent this Agreement conflicts with the Roameo Terms of Service or the Roameo Privacy Policy, this Agreement will govern.

- 1. Definitions. "Agreement" means all terms and conditions found in this Rental Agreement, the online order confirmation, the Booking Terms and Conditions, any addenda and any additional materials that we provide and that you sign at the time of rental. "You" or "your" means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Roameo. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement provided that each such person has a valid driver's license and is at least 25 years of age. Only Authorized Drivers are permitted to drive the Vehicle. "Vehicle" means the recreational vehicle, truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. The Vehicle may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. "Loss of Use" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Charges" means the fees and charges that are incurred under this Agreement. "Rental Period" means the period between the time you take possession of the Vehicle License Cost Recovery Fee," or "Motor Vehicle Tax" means a vehicle license cost recovery fee based on our estimated average per day per vehicle po
- 2. Rental Agreement; Possession. This is a contract for the rental of the Vehicle. As between you and us, we shall at all times have superior right of possession of the Vehicle. In the event that we, in our sole and absolute discretion, determine that the Vehicle is at risk of damage or loss, we shall have the absolute right, but not the obligation, to recover the Vehicle from you regardless of the amount of time remaining in the Rental Period. In the event we recover the Vehicle from you, in addition to other costs payable pursuant to this Agreement, you shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs.

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3. Cancellations and Refunds.

For non-Members (as defined in our Terms of Use), any cancellation of a Vehicle rental more in advance of the start date of the Rental Period is eligible for a full refund. Cancellations made within made 45 days or

45 to 15 days prior to the start of the Rental Period will receive credit to put towards a future Vehicle rental made within one year of the initial rental date. Cancellations of a Vehicle rental made 14 days or fewer prior to the start date of the Rental Period are prohibited and any such cancellation shall not be eligible for any refunds.

For Members, any cancellation of a Vehicle Rental made seven days or more in advance of the start date of the Rental Period is eligible for a full refund (not including the such Member's membership fee, which can be applied to a subsequent trip). Cancellations of a Vehicle rental made six days or fewer prior to the start date of the Rental Period are prohibited and any such cancellation shall not be eligible for any refunds.

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4. Renter Verification. In order to rent a Vehicle through Roameo, you must provide certain information, including but not lir Adventure Curator now! state of issue, and your name and address; (ii) date of birth; (iii) photo; (iv) emergency contact information; (v) completion of the renter questionnaire; and (vi) current insurance provider and proof of insurance coverage.

5. Representations and Warranties.

You acknowledge and agree that you and each other person listed as an Authorized Driver on the online order confirmation are the only permitted drivers of the

and that no other person will be allowed to, or will, drive the Vehicle during the Rental Period. You represent and warrant that each Authorized Driver: (i) is at least 25 years old; (ii) holds a valid (non-temporary) driver's license issued in such Authorized Driver's actual name by the relevant driver's license issuing authority in such Authorized Driver's jurisdiction of residence and licensure; (iii) the driver's license of such Authorized Driver is in such Authorized Driver's actual possession, and will be in such Authorized Driver's possession at all times during the Rental Period; (iv) has passed the applicable Department of Motor Vehicles (DMV) verification in the same state that issued such Authorized Driver's driver's license safely and free from negligence; and (v) has valid and unexpired insurance through a third party insurance carrier. You acknowledge that recreational rentals can be large and that they handle differently from passenger cars. The Vehicle requires more skill and expertise to operate safely than an automobile rental.

You acknowledge that each Authorized Driver's qualifications as set forth above are made solely at your discretion and risk and that Roameo has not evaluated any Authorized Driver's skill and expertise as a driver.

You acknowledge that each Vehicle is designed to hold a limited number of individuals and that Roameo has no control over the number of passengers or guests you may allow into the Vehicle or the conduct of those occupants. You acknowledge and agree that you are solely responsible for the passengers on board the Vehicle as well as the conduct of those passengers, and you shall confirm that both you and the passengers are properly using seat belts while the Vehicle is in motion.

6. Vehicle Pick-Up. Roameo will make the vehicle available for check-in at the location address indicated in your booking confirmation email on the first day of the Rental Period at the time indicated therein. Prior to accepting the Vehicle, you will complete the Roameo rental orientation and training (which includes instructions and directions for proper use and operation of the Vehicle). When accepting the Vehicle, you will complete a walk-through report of the Vehicle, either in person or through Roameo electronic guided forms, taking pictures and noting in writing, as instructed, any and all defects or damage to the rental prior to your acceptance of same. By accepting the Vehicle or driving it any distance away

from the pick-up location, you represent and warrant that you have completed the Roameo rental orientation and training, understand how to properly operate the Vehicle, have completed the walk-through report of the Vehicle and reported all defects and damage to the Vehicle to Roameo.

- 7. Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must contact us to request the extension prior to the due-in date, and if we approve such extension (which approval shall be in our sole discretion), we shall provide to you a written extension, which you must executed and return to us before the original due-in date. All Charges for any such extensions shall be paid in full at the time of execution of such written extension. If the Vehicle is returned after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels and return the Vehicle with at least the same amount of fuel as when rented.
- 8. Permitted Uses. In addition to any other rules, directions or other instructions with respect to the operation of the Vehicle delivered to you by Roameo, the Vehicle may only be used on those public roadways with sufficient width and clearance to allow the Vehicle to be operated safely and without damage. You must comply with any local regulations that govern parking or sleeping in your vehicle. Under no circumstances may the Vehicle be used in the sport of off-roading or operated on surfaces which are not paved roads or well-maintained gravel roads, free of large potholes or other obstructions or irregularities. You are solely responsible for understanding the laws, regulations and permits needed for parking and sleeping in the Vehicle.
- 9. Responsibility for Damage or Loss; Reporting to Police. You are responsible for all damage to or loss or theft of the Vehicle and any Optional Equipment, including damage caused by your failure to properly maintain or operate the Vehicle, weather, acts of god or terrain conditions. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-750 damage=\$100 fee; \$751-1500 damage=\$150 fee; \$1501-2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
- 10. Prohibited Uses. The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of a prescription or non-prescription drug or alcohol; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information, or who withheld information that would have

caused us not to rent the Vehicle; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the Vehicle; (g) in any race, speed test or contest; (h) to carry dangerous or hazardous items or illegal materiel; (i) outside the United States or the geographic area indicated elsewhere in this Agreement; (j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (k) on unpaved surfaces, except at licensed public campgrounds; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child safety seats as required by law; (n) when the odometer has been tampered with or disconnected; (o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (p) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (q) after an accident with the Vehicle unless and until you summon the police to the accident scene; (r) to transport an animal (other than a service animal or an animal approved by Roameo in advance in writing); (s) in or through a structure of an underpass, gas station, drive-through, or other object where there is insufficient clearance (width or height); (t) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or (u) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental. Sitting, standing or lying on the roof of the Vehicle and smoking in the Vehicle also are prohibited. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE CO

11. Optional Equipment. We may offer certain optional equipment ("Optional Equipment"), including navigational systems, kitchen or linen packages, games, hammocks, and other equipment for use in outdoor and recreational activities, upon request and subject to availability for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. If you rent any other outdoor and recreational equipment (including but not limited to kayaks and life jackets) you must inspect such equipment and complete any orientation or other training provided by us with respect to such equipment. You shall be solely liable for the use of any Optional Equipment and for any damages, claims, or injuries arising therefrom.

12. Insurance. You are responsible for all damage or loss you cause to the Vehicle and to others. You must provide us with proof of insurance indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We also provide an insurance policy ("Policy") that provides automobile liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. PIP, medical payments, no-fault, uninsured or under-insured motorist coverage will be for the minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process. pleading or notice of any kind relation an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauth this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

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## 13. Charges and Costs.

You agree to pay Roameo the Charges (as defined herein) by credit card for any confirmed bookings made through the Roameo website or otherwise in connect your Roameo account in accordance with this Agreement. In connection with your requested booking, you will be asked to provide customary billing informati name, billing address and credit card information either to Roameo or its third-party payment processor.

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You hereby authorize Roameo to collect all Charges by charging the credit card provided as part of requesting the booking either directly by Roameo or indirectly, either via a third-party online payment processor or by one of the payment methods described on the Roameo website. If you are directed to Roameo's third-party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services.

Roameo will obtain a pre-authorization of your credit card in the amount of the Reserve or Deposit (each as defined herein) at least seven days prior to the start of the Rental Period. If your booking is less than seven days from the start of your Rental Period, Roameo will obtain a pre-authorization of your credit card at the time of booking.

You permit us to reserve against your credit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer or bank, and refund of your Deposit may require up to 30 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all charges ("Charges"), including: (a) base rental rate for the Rental Period; (b) excess mileage fee if applicable; (c) charges for additional drivers; (d) optional products and services you purchased; (e) fuel, if you return the Vehicle with less fuel than when rented; (f) applicable taxes and surcharges; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and postjudgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a fee of \$\_ per hour to clean the Vehicle if returned substantially less clean than when rented (as determined in our discretion); (j) a fee of up to \$325 if you lose the keys to the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) after the due-in date, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; and (1) replacement cost of lost or damaged parts and supplies used in Optional Equipment. All Charges are subject to our final audit. If errors are discovered, or additional Charges incurred, after the close of this transaction, you authorize us to correct the Charges with the payment card issuer. Roameo reserves the right to engage a collections agency to recoup any Charges or damages from you that are not paid within 120 days of the due date thereof. 14. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage

was caused by our negligence or was otherwise our responsibility.

15. Responsibility for Tolls, Traffic Violations, and Other Charges. You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm ("Processor") of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

16. Our Responsibility to You if the Vehicle becomes Inoperable. If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to, at our discretion, either (i) the issuance and delivery to you of a substantially similar Vehicle (or, if this is not possible, our procurement for you of suitable accommodations and transport to any previously booked activities) or (ii) the daily rental rate times the number of days the Vehicle is inoperable. For purposes of this Section 16, a Vehicle is "inoperable" if it suffers a mechanical failure not caused by your negligence, intentional misuse, or violation of this Agreement (in each case as determined by us in our discretion) that requires the Vehicle to be towed to a repair shop to remedy such failure and such Vehicle remains in such repair shop for more than 24 hours.

17. Personal Information. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions or otherwise as set forth in our Privacy Policy.

18. Indemnification. To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Roameo, our subsidiaries and affiliates, and each of

18. Indemnification. To the fullest extent permitted by applicable law, you will indemnify, detend, and note narmiess Roameo, our substituties, and attritiates, and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "Roameo Parties") from and against any loss, liability, claim, demand, damages, expenses or costs ("Claims") arising out of or related to: (a) your booking, rental or use of a Vehicle or any Optional Equipment, (b) any injuries (including death), losses, or damages (including property damage) of any kind arising in connection your use of a Vehicle or any Optional Equipment; (c) your acts or omissions; or (d) your violation of the terms and conditions of this Agreement (including the Booking Terms and Conditions). You agree to promptly notify Roameo Parties of any third-party Claims, cooperate with Roameo Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Roameo Parties will have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Roameo or the other Roameo Parties.

YOUR RENTAL AND OPERATION OF THE VEHICLE AND ANY OPTIONAL EQUIPMENT IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT ROAMEO PROVIDES ONLY SECONDARY INSURANCE COVERAGE FOR YOUR OPERATION OR USE OF THE VEHICLE COVERING DAMAGE TO THIRD PARTIES ONLY AND THAT ROAMEO DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON YOU, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION. THE VEHICLE AND ANY OPTIONAL EQUIPMENT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS

OR IMPLIED. WITHOUT LIMITING THE FOREGOING, ROAMEO EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ROAMEO MAKES NO WARRANTY THAT THE VEHICLE OR ANY OPTIONAL EQUIPMENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ROAMEO MAKES NO WARRANTY REGARDING THE QUALITY OF ANYVEHICLE OR OPTIONAL EQUIPMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ROAMEO WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU UNDERSTAND THAT ROAMEO IS NOT OBLIGATED TO REVIEW OR INSPECT ANY VEHICLES. ROAMEO EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY RENTER OR OTHER THIRD PARTY.

20. Limitations of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR BOOKING OF AND USE OF ANY VEHICLE OR OPTIONAL EQUIPMENT REMAINS WITH YOU. THE ROAMEO PARTIES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM YOUR BOOKING, OR USE OF ANY VEHICLE OR OPTIONAL EQUIPMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE ROAMEO PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL ROAMEO'S AGGREGA TE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND YOUR BOOKING OR USE OF ANY VEHICLE OR OPTIONAL EQUIPMENT EXCEED THE AMOUNTS YOU HAVE PAID FOR BOOKINGS, APPLICATIONS AND SERVICES IN

USE OF ANY VEHICLE OR OPTIONAL EQUIPMENT EXCEED THE AMOUNTS YOU HAVE PAID FOR BOOKINGS, APPLICATIONS AND SERVICES IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR ONE HUNDRED DOLLARS (\$100) IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE I Planning a road trip? Chat with an BASIS OF THE BARGAIN BETWEEN ROAMEO AND YOU.

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THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS

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INTENTIONAL MISCONDUCT OF ROAMEO OR THE OTHER ROAMEO PARTIES OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE

EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITAT

YELIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 21. Governing Law; Venue. This Agreement and your rental and use of the Vehicle and any Optional Equipment will be governed by and construed and enforced in accordance with the laws of the state of Colorado, without regard to conflict of law rules or principles (whether of Colorado or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that cannot be heard in small claims court in the county of your billing address will be resolved in the state or federal courts of the state of Colorado and the United States, respectively, sitting in Denver County, Colorado.
- 22. Claim Limitations. ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, OUR SERVICES OR THE VEHICLE MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND ROAMEO WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.
- 23. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND ROAMEO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.
- 24. Miscellaneous. We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Vehicles. We are not responsible for any loss or harm related to your inability to access or use Vehicles. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. This Agreement, together with the online order confirmation, constitutes the entire agreement between you and Roameo relating to your rental and use of the Vehicle and any Optional Equipment. The failure of Roameo to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.

This Rental Agreement governs your rental of a Vehicle (as defined below) from ROAMEO HOSPITALITY, LLC ("Roameo") and your use of that Vehicle for the duration of the Rental Period (as defined below). By clicking "I Accept", you agree to the terms and conditions of this Rental Agreement. THIS RENTAL AGREEMENT CONTAINS A MANDATORY CLASS ACTION WAIVER IN SECTION 23. If you do not agree to this Rental Agreement, including the mandatory class action waiver in Section 23, you may not drive or use a Vehicle.

This Rental Agreement is in addition to the Roameo Terms of Service located here: LINK, the Roameo Privacy Policy located here: https://www.goroameo.com/privacy-policy, and the Roameo COVID-19 Policy, located here: https://www.goroameo.com/covid-19-policy, each of which are incorporated herein by reference. To the extent this Agreement conflicts with the Roameo Terms of Service or the Roameo Privacy Policy, this Agreement will govern.

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## START PLANNING

Full Name	Full Name	
Email Email		
☐ I have read and agree to the <u>Privacy Policy</u> .		
☐ Yes, I would like to receive emails with exclusive specials and offer		
SIGN UP!		

5445 Colorado Blvd. CO 80514 <u>info@goroameo.com</u>

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  <u>Accessibility</u>
  <u>Terms of Use</u>
  <u>Sitemap</u>

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