

Colibri Campers, LLC

CAMPERVAN RENTAL AGREEMENT

This Campervan Rental Agreement (this "Agreement") is made and entered into by and between the individual or individuals listed under the "RENTER" heading on the signature page hereto (collectively, the "Renter") and Colibri Campers LLC, a California limited liability company ("CC") as of the date set forth opposite to "Rental Start Date" on the signature page hereto (the "Rental Start Date").

1. CC hereby agrees to rent and lease to Renter, and Renter hereby agrees to rent and lease from CC, a campervan to be used for transportation and sleeping accommodation by the Renter (the "Campervan") during the period (such period, the "Rental Period") commencing on the Rental Start Date and the date set forth opposite to "Rental End Date" on the signature page hereto (the "Rental End Date") for rental fee equal to the amount set forth opposite to the "Rental Fee" on the signature page hereto (the "Rental Fee").
2. On or before the Rental Start Date, the Renter shall pay, or cause to be paid, to CC the Rental Fee together with the amount set forth opposite to "Security Deposit" on the signature page hereto (the "Security Deposit").
3. This Agreement shall be governed by CC's standard terms and conditions, which are attached hereto as Exhibit A and are incorporated herein by reference.
4. This Agreement, together with its Exhibits, contains the entire understanding of the parties hereto relating to the subject matter herein contained, and can be changed only by a writing signed by both parties hereto.

[signature page follows]

The parties hereto have executed this Agreement as of the Rental Start Date.

Colibri Campers LLC:

By: _____

Name: _____

Title: _____

RENTER:

PRIMARY DRIVER: _____

Sign Name: _____

Date of Birth: _____

SECONDARY DRIVER (IF ANY): _____

Sign Name: _____

Date of Birth: _____

RENTAL INFORMATION:

Rental Start Date: _____

Rental End Date: _____

Rental Fee: _____

Security Deposit: _____

RENTAL DIMENSIONS:

Rental Height: _____

EXHIBIT A

TERMS AND CONDITIONS

1. Generally

The Renter has read and agreed to the Terms and Conditions of the Agreement and thereby give his or her consent to the Agreement and acknowledges that by signing the Agreement, Renter, jointly and severally, takes responsibility for any damage or incidents occurring during the Rental Period. Renter understands that only approved drivers are allowed to operate the vehicle.

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 CC, it has also released and/or indemnified the owners, officers, employees, and agents of CC.

2. Security Deposit & Authorization

The Security Deposit is required at time of pick-up and will be refunded when all costs are paid as per the terms of this Agreement. CC may use your deposit to pay any amounts owed under this agreement. If the amount of the Security Deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by cash, personal check or authorized use of the credit card provided. Minimum requirements for return of the Security Deposit include: unit is cleaned to a condition as good or better than when received, gas tanks are full, holding tanks are properly emptied, no damage was done to the vehicle (incl. interior damage) and tolls, will be the responsibility of the renter. At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and by executing this agreement Renter understands and expressly consents to use of the charge for such purposes without reservation.

The Security Deposit will be returned automatically within Outdoorsy's standard processing if there are no damages to the rented unit or overage charges due.

3. Drivers

Renter acknowledges that the qualifications of any driver of the rental are solely at the discretion and risk of the Renter, and CC has not evaluated the skill and expertise of any such driver.

Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Campervan requires more skill and expertise to operate safely than a passenger rental. The rental requires more clearance above, in front of, behind, and beside

them to operate safely, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent rentals and obstacles on the roadway.

Renter acknowledges that CC 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 that they are solely responsible for the passengers on board the rental as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using seat belts while the rental is in motion.

Renter acknowledges the Campervan dimensions are as set forth on the signature page of the Agreement.

4. Condition of Rental & Responsibility for Repair

Renter is responsible for all damage to the rental, missing equipment, and Colibri Campers administrative expenses related with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter. In the event of any loss or damage to the van, 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, hail or other acts of nature or God, the renter is held responsible, and is required to pay the insurance deductible. In the event a renter has violated Colibri Campers Terms of Service, the renter will be held responsible for the full amount of the claim including the insurance deductible.

CC is not responsible for personal property left in the rental. To the extent that the Security Deposit actually paid to CC is insufficient to cover the costs incurred by Renter, Renter will make immediate payment to CC upon demand. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them and provide a copy of the

police report to CC. Renter must report all accidents involving the rental to CC within **24 hours of occurrence** and provide a copy of the accident report to CC. In the event of vandalism or if damage occurred as a result of vandalism, no insurance claim can be processed without a police report.

If the rental is returned to CC outside of regular business hours, Renter shall remain responsible for any damage or theft of the rental occurring prior to Colibri Campers acceptance of return of the rental during regular business hours.

5. Allowed Use of the Rental

The rental may only be used on those public roadways with sufficient width and 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. Renter remains responsible for all damage to the rental, missing equipment, and Colibri Campers administrative expenses connected with damage regardless of whether or not Renter or the driver is at fault.

The Campervan may not be used on unpaved roadways. For purposes of this section 5, "unpaved roadways" does not include RV parks, campgrounds, and country and state maintained dirt roads.

6. Under no circumstance shall:

- There be any smoking in the vehicle.
- The rental be driven outside the United States and Canada.
- Any pets or other animals be allowed in the rental without Colibri Campers prior authorization.
- Anyone be allowed on the roof of the rental.

7. Insurance & Costs

The Renter is responsible for all damage or losses caused to themselves, their property, the Campervan and third parties regardless of fault. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's contractual possession of the rental.

8. Maintenance and Breakdown

CC is responsible for checking all fluid levels, including oil and coolant levels, checking air tire pressure, lug nuts and wheels within 90 days prior to rental departure. Should a breakdown occur the Renter must immediately notify Outdoorsy for repair authorization and follow instructions provided.

9. Right of Possession

CC shall always have a superior right of possession of the rental over Renter. In the event that Colibri Campers' officers or employees, in their sole and absolute discretion, determine that the rental is at risk of damage or loss, CC shall have the absolute right, but not the obligation, to recover the rental from Renter regardless of the amount of time remaining in the Rental Agreement. In the event CC 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.

10. Additional Conditions

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

11. This Agreement is not assignable by Renter

Renter agrees that venue for any dispute or claim arising out of or relating to this Agreement or Renter's use of the rental (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be exclusively in the County of Colibri Campers' operation. This Agreement shall be construed in accordance with the laws of the state of Colibri Campers' operation. Renter agrees that in the event CC prevails in a dispute to enforce this Agreement, it shall be entitled to recover all its costs and attorneys' fees incurred in connection with such dispute.

12. Warranties, Releases, Indemnification and Assignment

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. CC DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE RENTAL INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION, SUITABILITY, OR FITNESS OF THE RENTAL OR TIRES FOR ANY PARTICULAR PURPOSE.

CC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FROM 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 CC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU TO CC UNDER THIS AGREEMENT.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS CC 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 CC 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 CC.

RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF CC RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO CC ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO CC, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST CC FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DAMAGE DEPOSIT.

13. Miscellaneous

Smoking: No smoking is allowed in rental units. Smoke odors in the returned rental units will result in additional fees.

Interior Damage: Any damage to the interior including items such as appliances, cabinet, floors, bathroom cleaning/repairs, etc.

Pets: Pet odors or damage in the returned rental units will result in additional fees.

Travel Restrictions: Rental units may not be taken into Mexico or Canada.

Truces: Customer is responsible for all applicable taxes.

Rental Fees: All rental fees must be paid prior to check-out including deposits.

Citations & Tolls: Will be charged to Renter on the date of discovery by CC.

14. Return Policy:

Rental units must be returned as scheduled. The rental must be returned in the same condition as it was at the time of pickup (clean in the interior and exterior and in full working order). Any variable charges may be assessed and charged against the Security Deposit.

15. General Requirements:

Renter agrees not to drive in a careless or negligent manner while driving the Campervan, nor drive while under the influence of alcohol or drugs, nor permit operation of the vehicle by any person except those signed to the agreement and approved as drivers. Renter further agrees not to use, or permit use of the rental for unlawful purposes. Renters will hold CC 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 CC 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 Campervan. Unless prohibited by law, the Renter releases CC from any liability for consequential, special or punitive damages in connection with the Campervan. Renter shall hold harmless CC 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 Campervan during the Renters possession extending to such time the Campervan is completed and cleared by CC, including without limitations, latent and other defects whether or not discoverable by Renter or CC. 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 CC or otherwise. It is agreed and understood that CC may control the defense of any such claim. By signing this Agreement, you acknowledge that you have been given an opportunity to read the terms of this Agreement before being asked to sign. Your signature permits us to process a charge in your name for all rental charges due under this Agreement.