MOTOR COACH RENTAL AGREEMENT: This Motor Coach Rental Agreement (the "Agreement") is made and effective on the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_ between Sackett Rentals L.L.C. (the "Owner") and \_\_\_\_\_\_ (the "Renter") for and in consideration of

the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. Rented Property. Owner hereby rents to Renter and Renter hereby rents from Owner that certain motor coach, more specifically described as 2019 Tiffin Allegro Open Road 34PA, VIN #1F66F5DY4K0A07481 incorporated herein, to be henceforth referred to as the "Coach", to have and to hold, subject to the terms and conditions herein, for the Rent Term (as hereinafter defined).

2. Coach Location. The Coach shall be available for pick-up the following location: 6570 Rolling Hills Drive, Olive Branch, MS 38654 (the "Coach Site") during the Rent Term (as hereinafter defined).

3. Renter acknowledges that this unit requires a 50 amp/110v RV receptacle for power, a potable water inlet connection for bathroom use and a potable fresh water supply connection, or a filled water reservoir with the water pump turned on. The coach has an inverter for AC power usage onboard during travel. The invertor is used to power the refrigerator primarily, as well as onboard TVs and outlets. The coach is equipped with a 150 watt solar panel to charge the house batteries during the day, but is insufficient to power the invertor for the refrigerator and is used to trickle charge the house batteries. Normal engine use of the coach will supply ample service to the invertor for the incidental use of accessory power, however, if cooking in the microwave is needed as well as primary coach air conditioning, the generator must be turned on while traveling to provide adequate power to the coach. A 30 Amp downconverter as well as a 20amp further downconverter are supplied during the rental, but are insufficient for use of more than one AC unit, but are sufficient for use of the refrigerator and other accessories.

4. Rent Term. The Rent Term shall begin on the \_\_\_\_ day of \_\_\_\_\_, 2021 and expire on the \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_: \_\_\_ AM/PM. Notwithstanding anything herein to the contrary, Owner may repossess the Coach at Renter's expense without notice to Renter if the Coach is used in violation of law or this Agreement.

5. Occupants. Renter agrees and warrants that the following persons (the "Occupants") will be the **only** persons, with the exception of the Owner and agents thereof, who will occupy the Coach for any reason other than emergency:

5. Rents, Security Deposits, and Insurance shall be handled by RVShare.com and all agreements and conditions set forth in the rental process through the RVShare Rental process.

6. Fees: All Fees will be processed through RV Share against the security deposit and any fees accrued above and beyond that deposit will be additionally levied against the Renter via the user agreements

between the renter and RVShare as acknowledged between the Owner and RVShare. The following is a list of fees:

a) Transport Recovery Fee: The renter is responsible for returning the Coach to its Coach Location. If the renter does not and the owner has to retrieve the coach, the renter is responsible for paying the owner \$3.00 per mile travelled to retrieve the coach and return it to the Coach Location.

b) Sewage Fee. If the Coach Site does not have appropriate sewage hookups or a dump station, then a waste and sewage cleaning in the amount of \$35.00 shall be payable upon delivery of the Coach to the Coach Location

c) Cleaning Fee. If, in the sole discretion of Owner, the cleanliness of the Coach is not substantially similar to the level of cleanliness of the Coach when delivered to the Coach Site, an additional cleaning fee of \$50 per hour will be charged to Renter

d) Other Fees. Renter agrees to pay the applicable fees listed herein below in Section 8.

7. Inspection. Renter represents that it has fully inspected the Coach and acknowledges that the Coach was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Coach in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location and function of all safety items in the Coach.

8. Rules and Regulations. In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations listed in this Section 8 to be followed by all persons occupying the Coach. Failure to abide by these Rules and Regulations shall, at the option of Owner, cause early termination of the Rent Term and Renter's use of the Coach and forfeiture of all rents and deposits. The Rules and Regulations are as follows:

a. There shall be no smoking inside of the Coach. Evidence of smoking will result in a \$350.00 charge.

b. Pets, specifically dogs, are allowed in the Coach as provided in rental agreement with RVShare. Evidence of unauthorized pets will result in a \$350.00 charge.

c. The awning is very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Coach is left unattended.

d. At no time should anyone ever climb up onto the roof of the Coach. This area is completely off limits.

e. Occupants, and all persons in the Coach, shall obey all of the laws of the state of Mississippi or the state of the Coach Site, as well as related neighborhood association rules and covenants while in the Coach or Coach Site.

f. At the end of the Rent Term, the Coach and the contents thereof shall be in the same condition found as the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the Coach. The refrigerator and freezer must be emptied of all items.

g. The Coach furnishings are not to be removed from the Coach nor relocated outside.

h. Keys. The keys are the property of the owner, the renter shall not make any copies of the keys provided to the renter at any time. The renter shall be provided with 5 keys: a key for the ignition, the cargo compartments, the exterior TV, the top/master entry lock, and the bottom entry lock. The renter shall be charged \$12 per key not returned at the end of the rental period.

9. Refunds and Cancellations. All refunds and cancellations will be handled per the agreements and terms set forth in the RVShare website.

10. Lost and Found. Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers it left any item at the Coach, and Owner will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

11. Warranties. Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE COACH AND THE COACH SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE COACH OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

12. Owner Liability Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Coach. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control. All Liability is assumed through the Renter and their associated Rental Agreements with RVShare and the Rental Insurance purchased through RVShare.

13. Responsibility for Damage or Loss. Renter is responsible for all damage to, or loss or theft of, the following: the Coach, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owner elects not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any other casualty.

14. HOLD HARMLESS, WAIVER, AND RELEASE. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A COACH AND FURTHER AGREE THAT THE USE OF THE COACH SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SACKETT RENTALS L.L.C. AND EACH OF THEIR OWNERS, MANAGERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE COACH. FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE COACH, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT. THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE COACH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

15. Cleanliness. Although the owner takes great care to ensure the coach is clean, the renter understands that the owner shall not be held liable in any way for any illness resulting from the rental of the coach. The owner is not responsible for ensuring the unit is sanitized versus any biological, chemical, or radiological agents which could result in illness to the renter, including but not limited to COVID-19.

16. Consumables. Consumables such as plates, plasticware, disposable cups, etc. are provided for the convenience of the renter's use. The renter is responsible to replace all consumable items prior to the end of rental term.

17. Towed Vehicles. Towed Vehicles are allowed, however, the Owner is not responsible for damages to any towed equipment, items, or vehicles. Damages caused to the Coach as a result of towing are the complete responsibility of the Renter. The existing renter's insurance covers the Coach ONLY. Any towed vehicle or trailer and the trailer contents would need to be insured separately by the renter.

18. Insurance. Rental Insurance provided by RVShare.

## 19. Miscellaneous Provisions

a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

b. This Agreement may be executed in several counterparts, each of which shall be an original.

c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

d. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.

e. The undersigned further agree that the section and paragraph headings in this Agreement are for convenience and reference only, and shall not be deemed to alter or affect the provisions thereof.

f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable and the words of any gender shall include all genders.

g. The failure of either party to insist in any one or more cases upon the strict performance or observance of any obligation of the other party hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owner or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.

h. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement. Owner and Renter have hereunto executed this Agreement as of the day and year first above written.

"RENTER"	

Print Name: \_\_\_\_\_

"OWNER" Sackett Rentals L.L.C., a Mississippi limited liability company

By: \_\_\_\_\_Daryl Sackett \_\_\_\_\_

Its: \_\_\_\_\_\_Owner\_\_\_\_\_