

CARE AND OPERATION OF VEHICLE. The Vehicle may only be used and operated in a careful and proper manner. The Vehicle's use shall be limited to the mileage and by any other terms and conditions included on Schedule 1. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Vehicle, including registration, insurance, and/or licensing requirements, if any. Nothing in this agreement is intended by either party to make Authorized Driver(s) an agent or employee of Rental Company. Authorized Driver(s) is obligated to do everything in Authorized Driver(s)'s capacity to retain Authorized Driver(s)'s status as an independent contractor and must immediately inform Rental Company of any circumstances which could change such a designation.

PROHIBITED USE. 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(s), 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, only supplied hitch accessories can be hooked up to 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, Canada 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, dirt roads, gravel roads, steep driveways, steep parking lots, uneven pavement; (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; (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; (u) No Festivals, Tailgating, Overnight Camping or RV Parks; (v) Sitting, standing or lying on the roof of the Vehicle also are prohibited; (w) to teach anyone to drive, or to carry objects on the roof of the Vehicle

RESPONSIBILITY FOR TOLLS OR VIOLATIONS. Authorized Driver(s) shall be fully responsible for paying any tolls (“Tolls”), and/or parking citations, photo enforcement fees, fines related to toll evasion, and other fines, fees, or penalties assessed against the Authorized Driver(s) as a result of operating the Vehicle (“Violations”). In the event that a Toll or Violation is assessed against the Vehicle or to an Authorized Driver, the Authorized Driver(s) collectively, regardless of fault, shall be liable for any payment of fees associated thereof and authorize the Rental Company to pursue payment of such fees against the Authorized Driver(s). Under such circumstances Rental Company reserves the right to utilize a processing firm and charge a \$50.00 administration fee for processing and billing purposes. Authorized Driver(s) authorize the Rental Company to utilize any payment information provided in pursuit of such damages or fees.

AUTHORIZED DRIVER(S) REPRESENTATIONS. Authorized Driver(s) acknowledges and represents that: (1) Authorized Driver(s) is qualified to operate the Vehicle, including having a valid driving license; (2) Authorized Driver(s) will at all times follow all rules, regulations, and laws pertaining to operating a motor Vehicle, including wearing and maintaining appropriate safety devices for both Authorized Driver(s) and all passengers in the Vehicle; (3) Authorized Driver(s) will not permit any other person to drive or operate the Vehicle, unless, they become a party to this agreement; (4) Authorized Driver(s) will not operate the Vehicle while distracted, including the use of an electronic device while driving, or any other activity that might distract or impair Authorized Driver(s)’s ability to operate the Vehicle. And; (5) Authorized Driver(s) will not consume

or be under the influence of any alcohol or drugs at any time while operating or using the Vehicle.

AUTHORIZED DRIVER(S) PROPERTY. Authorized Driver(s) are responsible for securing their own property from the Vehicle at all times. Rental Company is not responsible for the personal property, items, and effects of the Authorized Driver(s) and shall have no liability in the event that the personal property, items, and effects of the Authorized Driver(s) are stolen, go missing, are damaged, or otherwise as a result of the Authorized Driver(s) use of the Vehicle.

ALTERATIONS. Authorized Driver(s) shall make no alterations to the Vehicle without the prior written consent of the Rental Company. All alterations shall be the property of the Rental Company and subject to the terms of this Agreement.

RENTAL COMPANY'S RIGHT OF INSPECTION. The Rental Company shall have the right to inspect the Vehicle during normal business hours, upon notice of (1) business day. If the Vehicle is upon Rental Company's property, Rental Company may inspect the Vehicle without notice at any time.

RETURN OF VEHICLE. At the end of the Agreement term, the Authorized Driver(s) shall be obligated to return the Vehicle to the Rental Company, at the address listed in this Agreement, at the Authorized Driver(s)'s expense. Authorized Driver(s) shall return the Vehicle with the same amount of fuel as when the Vehicle was provided.

ACCEPTANCE OF VEHICLE. Prior to acceptance, the Authorized Driver(s) shall inspect the Vehicle delivered pursuant to this Agreement. The Authorized Driver(s) shall immediately notify the Rental Company of any discrepancies between the Vehicle and the description of the Vehicle. If the Authorized Driver(s) fails to provide such notice before accepting delivery of the vehicle, the Authorized Driver(s) will be conclusively presumed to have accepted the Vehicle.

OWNERSHIP AND STATUS OF VEHICLE. The Vehicle will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The

Rental Company shall be deemed to have retained title to the Vehicle at all times, unless the Rental Company transfers the title by sale subsequent to a signed writing. The Authorized Driver(s) shall immediately advise the Rental Company regarding any notice of any claim, levy, lien, or legal process issued against the Vehicle.

WARRANTY. The Rental Company warrants that the Vehicle was, to the best of Rental Company's knowledge, in good working condition at the time of delivery, but makes no further warranties, express or implied. Rental Company has had the opportunity to inspect the Vehicle and acknowledges that the Vehicle is provided as is.

RELEASE FROM LIABILITY. Authorized Driver(s) hereby agrees, on behalf of himself or herself, and his or her heirs and personal representatives, to fully and forever discharge and release Rental Company, their affiliates, and their respective partners, agents, operators, managers, employees, and representatives, other drivers, owners ("Released Parties") from any and all claims Authorized Driver(s) may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses, costs, and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to Authorized Driver(s)'s use of the Vehicle, whether caused by the negligence of the Released Parties or by any other reason. Participant acknowledges and agrees that this Release is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by the Authorized Driver(s) while using or operating the Vehicle. Authorized Driver(s) warrants and represents that Authorized Driver(s) was afforded the opportunity to inspect the Vehicle or have a qualified mechanic inspect the Vehicle and hereby assumes any and all risks associated with the use or operation of the Vehicle.

COVENANT NOT TO SUE. Authorized Driver(s) agree for him/herself and all his/her heirs and legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which Participant or his or her heirs or legal representatives may have as a result of any

personal injury, death or property damage the Authorized Driver(s) may sustain while using or operating the Vehicle.

RISK OF LOSS OR DAMAGE. The Authorized Driver(s) assumes all risks of loss or damage to the Vehicle from any cause, and agrees to return it to the Rental Company in the condition received from the Rental Company, with the exception of normal wear and tear, unless otherwise provided in this Agreement.

INDEMNITY OF RENTAL COMPANY FOR LOSS OR DAMAGES TO THE VEHICLE. Unless otherwise provided in this Agreement, if the Vehicle is damaged or lost, the Rental Company shall have the option of requiring the Authorized Driver(s) to repair the Vehicle to a state of good working order, or replace the Vehicle with like vehicle in good repair, which vehicle shall become the property of the Rental Company and subject to this Agreement.

INDEMNIFICATION FROM THIRD PARTIES. Authorized Driver(s) hereby agrees to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of Authorized Driver(s)'s use of the Vehicle, whether caused by the negligence of Authorized Driver(s), Released Parties, or otherwise.

LIABILITY AND INDEMNITY FOR BREACH. Authorized Driver(s) agrees to defend, indemnify and hold harmless Rental Company, its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a breach of any representation, warranty or obligation set forth in this Agreement by the Authorized Driver(s) or any of its Representatives or arising from and related to Authorized Driver(s)'s use of the Vehicle.

NO DUTY TO SUPERVISE. Rental Company acknowledges and agrees that he or she is aware that the Released Parties have no duty to supervise the activities of the Authorized Driver(s), or any other person operating the Vehicle. The Released Parties assume no responsibility or liability for the acts or omissions of any such persons.

LIABILITY INSURANCE. Authorized Driver(s) shall maintain liability insurance of at least \$100,000 per person, \$300,000 per accident, and property damage liability coverage of at least \$50,000 during the term of this Agreement. Authorized Driver(s) must add and maintain Rental Company as an additional insured and loss payee on the policy. Proof of liability insurance must be provided to the Rental Company, prior to Authorized Driver(s) taking possession of the Vehicle.

WORKERS' COMPENSATION INSURANCE. Authorized Driver(s) shall ensure that all workers of their company, including but not limited to those with access to the Vehicle, are provided Workers' Compensation Insurance through the term of this Agreement.

DEFAULT. The occurrence of any of the following, or similar events, shall constitute a default under this Agreement:

- the insolvency or bankruptcy of the Authorized Driver(s); or
- the subjection of any of Authorized Driver(s)'s property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

RIGHTS UPON DEFAULT. In addition to any other rights afforded the Rental Company by law, if the Authorized Driver(s) is in default under this Agreement, without notice to or demand on the Authorized Driver(s), the Rental Company may take possession of the Vehicle as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Authorized Driver(s) responsible for any deficiency. The rights and remedies of the Rental Company provided by law and this Agreement shall be cumulative in nature.

NOTICE. All notices required or permitted under this Agreement shall be deemed delivered when delivered in person or by electronic mail, such as email, or regular mail,

postage prepaid, addressed to the appropriate party at the physical or electronic address shown for that Party at the beginning of this Agreement, or used by the Parties in the normal course of business.

REMEDIES. The non-defaulting Party may attempt to negotiate a settlement to the default with the defaulting Party. If there is no informal settlement, either Party may pursue other remedies.

GOVERNING LAW. This Agreement will be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Georgia.

JURISDICTION AND VENUE. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder will be instituted exclusively in the courts of the State of Georgia in each case located in Dekalb County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

ASSIGNMENT. The Authorized Driver(s) shall not assign or sublet any interest in this Agreement to be used by anyone other than the Authorized Driver(s).

ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements between the Parties.

SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting or removing such provision, the remainder of this

Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Rules of the Road:

1. Diesel ONLY Fuel*****If found that any other fuel was used (which causes permanent damage to engine) full security deposit will be withheld in addition to an insurance claim being filed*****
2. No Smoking.
3. No Pets.
4. Return the Sprinter with a full tank of diesel.
5. Return the Sprinter at the agreed upon time. Late return fee: \$50/hr after the first hour unless approved for later time.
6. Do not flush anything down the toilet except supplied RV toilet paper. Only liquid can go down the sink drain, no food.
7. Do not let the Gray/Black Water Tanks exceed 85%. Once the black/gray tanks reach 85%, these will have to be dumped while on the trip for continued use.
8. No Festivals or Tailgating. The Sprinter is not intended for festivals or tailgating.
9. No Parking at RV Parks. The Sprinter is not intended for overnight camping.
10. No Towing, No external hook ups to the Sprinter; power cords, hitch, etc., unless provided by me (Hollywood Destination Hitch Mount Bike Rack or StowAway Max Hitch Cargo Box).
11. Paved Roads Only. The Sprinter is prohibited from traveling on unpaved roads, dirt roads, gravel roads or any other road that is not paved, steep driveways, steep parking lots, uneven pavement.
12. (High Roof) Watch for hanging trees and branches. Consider height restrictions when driving the Sprinter. Pay extra close attention when entering hotel parking buildings, hotel entrances, parking garages and drive-throughs.

****Additional Cost & Fees.****

1. \$1,000 minimum using any other fuel than Diesel. If found that any other fuel was used (which causes permanent damage to engine) full security deposit will be withheld in addition to an insurance claim being filed
2. \$1,000 minimum Improper Use of Toilet/Sink. Once the black/gray tanks reach 85%, these will have to be dumped while on the trip for continued use, or discontinued use if unable to dump.
3. \$1,000 Smoking Violation Fee
4. \$500 Pet Violation Fee
5. \$150 Diesel Return Tank Fee
6. \$0.35/per mile over 250 miles
7. \$50/hr after First Hour Late return Fee: unless approved for later time
8. \$500 minimum charge for any beverage spilled on seat(s)
9. \$1,000 minimum opening the vehicle door into another vehicle or stationary object and/or damage to sliding door
10. \$750 minimum for each act of vandalism (including and not limited to TV/Stereo equipment)
11. \$500 minimum charge per damaged mirror
12. \$200 minimum charge for damaged carpet
13. \$500 minimum for damaged seats pending estimate (recliners, swivel, rip or tear to upholstery)
14. \$500 minimum replacement fee plus repair labor and out of service fees for damage to flat screen TV monitors
15. \$300 minimum fee for extensive cleanup (spills, food cleanup, trash, dirt, sand, etc.)
16. \$1,000 minimum shampoo and disinfecting (due to sickness in the interior)
17. \$200.00 minimum lost key fee
18. \$100.00 for gum in the carpet clean up

Any damages or violations will be the responsibility of the authorized driver(s) covering all parties and guests. Additional Fees will be deducted from the security deposit.

It is important to remember that inciting others to cause damage to our vehicle, will result in charges for the damages that occurred.

This is not an exclusive list; as our vehicle may cost more, an estimate will be provided to the responsible client that agreed to our rental agreement. All damages caused to our vehicle are all covered in our rental agreement repairs will be charged to the client's credit card used to book the reservation. If there are not enough available funds on client's credit card to cover the total costs of repairs and company losses to satisfy the damages, we reserve the right to file a lawsuit at a local Court of law to recover all company losses including (not limited to) court costs and our company time.