

****Recreational Vehicle Lease Agreement****

This Recreational Vehicle (RV) Lease Agreement (the "Agreement") is made and entered into as of the date of your reservation start and end date, by and between Andrew Nesheim, (the "Owner") and you, (the "Renter").

The Owner owns a recreational vehicle (the "RV") described as follows:

Year, Make & Model: 2017 Jayco Jay Flight

Vehicle Identification Number: 1UJBJ0BP2H17W0789

State of Registration: Colorado

Owner agrees to lease the RV to the Renter, and the Renter agrees to lease the RV from the Owner, subject to the terms and conditions of this Agreement as follows:

1. Use and Maintenance of the RV. The Renter shall use and maintain the RV in a careful and lawful manner, and shall comply with all applicable laws, rules, and regulations concerning the operation and occupancy of the RV.
2. The Renter shall not:
 - a. Use the RV for any illegal or unlawful purpose;
 - b. Use the RV for transporting or storing any hazardous, flammable, explosive, or illegal substances;
 - c. Use the RV for any commercial or business purpose;
 - d. Sublease, assign, or otherwise transfer any interest in this Agreement or the RV without the prior written consent of the Owner;
 - e. Make any alterations or modifications to the RV without the prior written consent of the Owner;
 - f. Exceed the maximum occupancy or weight capacity of the RV;
 - g. Allow any person other than the Renter to occupy the RV;
 - h. Operate the RV while under the influence of alcohol, drugs, or any other impairing substance;
 - i. Operate the RV in a reckless or negligent manner;
 - j. Move, or tow the RV
3. The Renter shall return the RV to the Owner in the same condition as received.
4. The Renter shall checkout of the RV by 10 am on the checkout date.
5. The Renter shall notify the Owner immediately of any mechanical problems, accidents, damage, or loss involving the RV.
6. The Renter shall be liable for any damage or loss caused by or arising from his/her use or operation of the RV, regardless of fault or negligence.
7. The Renter shall indemnify and hold harmless the Owner from and against any and all claims, demands, actions, suits, judgments, damages, liabilities, costs, and expenses,

including attorney's fees, resulting from, or relating to, the Renter's use or operation of the RV.

8. The Owner shall not be liable for any damage or loss suffered by the Renter or any third party due to any defect, malfunction, breakdown, theft, vandalism, fire, rodent, weather, or act of God involving the RV during the lease term.
9. The Owner disclaims any and all warranties of merchantability or fitness for a particular purpose with respect to the RV.
10. The Renter shall bear the risk of loss or damage of his/her personal property in or on the RV during the lease term.
11. The Owner may terminate this Agreement immediately and retake possession of the RV for any reason, at any time.
12. Renter agrees not to tow the RV.
13. Renter agrees to exit the RV by 10 am on your checkout day. Unless arrangements have been made for a late checkout, a \$65 per hour late fee will be charged for each beginning hour later than 10 am. There is a fifteen minute grace period. This fee may be waived at the Owner's sole discretion if there are extenuating circumstances.
14. Smoking/vaping is not permitted in the vehicle. If there is evidence of smoking, vaping or other strong odors, you will be subject to the additional cleaning fee of \$250, plus potential forfeiture of your entire security deposit at the manager's/owner's discretion.
15. Renter agrees to return the vehicle in the same condition in which it is received. This includes odor-free and clean in the interior of the RV
16. Renter understands that if the RV is not connected to sewer, water and electric at the campsite the Renter's use of water and sewer in the RV is limited to that provided by the water and sewer tanks of the RV.
17. This Agreement may not be amended or modified except by a written instrument executed by both parties.
18. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.
19. Any dispute or matter arising out of or relating to this Agreement shall be submitted to the final and binding arbitration of a single arbitrator appointed by mutual agreement of both parties or by a court of competent jurisdiction if no agreement can be reached. The arbitration shall be conducted in accordance with Colorado rules and procedures. The arbitrator's award shall be final and enforceable in any court of competent jurisdiction.

Important Disclosures

By signing this Contract, you understand and agree that you assume all liability, whether collision, damage, or liability for the entire duration of the Rental. You agree to indemnify the Owner of the RV in any suit brought against them.

You are financially responsible for all damage (both exterior and interior) to, or loss or theft of, the vehicle, which includes the cost of repair or the actual cash value of the vehicle if it is not repairable or if we elect not to repair it, loss of use, diminished value of vehicle caused by

damage to it or repair of it, missing equipment, connected with any damage claim whether or not you were at fault. The insurance coverage or security deposit may cover some or all of the damages. You will usually pay only the insurance deductible.

You must report all accidents involving the vehicle to us and the police within 24 hours of occurrence.

Owner does not replenish fresh water, or dispose of gray (sink water) tanks, or black (sewer) water tanks during Renter's use of the RV. Owner may replenish said tanks during the rental period for an additional fee.

Owner is not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by the renter, resulting from breakdown of the RV, or any other delay problems. The Owner shall be responsible for completing any necessary repairs and returning the vehicle to rental condition as promptly as possible.

We may use your security deposit to pay any amounts owed to us under this contract, which shall include loss or damage to the vehicle, administrative or legal fees, fines, penalties, forfeitures, court costs, towing and storage charges and other assessed charges, unless the expenses are our fault. If the amount of your security deposit is insufficient to satisfy all amounts due, then you agree to pay all charges in excess.

You agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of, this rental and your use of the RV.

We make no warranties, express, implied or apparent, regarding the RV, no warranty of merchantability and no warranty that the RV is fit for a particular purpose.

You release us 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 RV.

By signing below, you acknowledge that you have been given an opportunity to read this Recreational Vehicle Lease Agreement in its entirety, including the Terms and Conditions before being asked to sign.

Renter Signature: _____

Owner Signature: _____