

RENTAL AGREEMENT

In adherence to RVshare policy, we are committed to fostering a community of respect and inclusion regardless of differences. It is our goal for everyone to feel welcome to use the USS Popkin and we expect our renters to join with us in that goal. Biases, prejudice, racism, intolerance, discrimination and hate speech have no place in the community and are not only unwelcome but are expressly prohibited.

Communications and interactions should be respectful. Diversity should be celebrated. And traveling by RV should be a connective tissue between people of all backgrounds who love to explore and learn more about different places and cultures.

This Travel Trailer Rental Agreement (the "Agreement") is made and effective on the day arranged via third party rental coordinator RVShare between the Renter and Heather and/or Darren Hein (the "Owner") 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 "The USS Popkin" AKA 2022 Colorado Teardrop Mount Massive, for the agreed upon Rent Term, established through the RVShare website (as hereinafter defined).
2. Trailer Location. The Trailer shall be picked up by the renter at the agreed upon location, or as arranged in advance, to be delivered and placed at a different location.

Renter acknowledges that Owner is not responsible for any costs or fees associated in occupying the Trailer Site. Renter shall not hold Owner responsible for electrical insufficiencies at the Trailer Site/ location. Renter acknowledges procedure to hook up utilities at applicable parks and campgrounds where available and procedure to fill and/or recharge while off-grid.

3. Rent Term. The Rent Term shall begin on the established day as arranged through RVShare, to begin at 2:00pm MST on the first day of the rental and 12pm MST on the last day of the rental at a location to be arranged in advance. Notwithstanding anything herein to the contrary, Owner may repossess the Trailer at Renter's expense without notice to Renter if the Trailer is used in violation of law or this Agreement.

4. 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 Trailer. Renters must hold and provide a copy of a valid driver's license in the US or Canada. No one other than the established and agreed upon drivers shall move or operate a vehicle connected to the Rental. Driving under the influence of drugs or alcohol is prohibited by law. Any citations, arrests, detention, accidents, or other infraction or crime committed by Renter while the unit is attached to the vehicle will result in forfeiture of deposit and immediate repossession of the unit.

5. Rent, Deposits, and Fees to be paid through RVShare based on financial policies and procedures established by RVShare. Owner will provide the Rental to the Renter at the time, date

and location established. Delivery options are available but must be arranged in advance and will incur delivery fees.

6. Owner is responsible for cleaning the unit including cabin, galley kitchen, and exterior prior to and following the Rental, including: (cabin) vacuuming, sweeping, cleaning surfaces, windows, laundering of bedding, and disinfection (galley) complete cleaning of all surfaces and counter guard, dishes, cookware, equipment, cargo space, cooler, if applicable, and disinfection (exterior) thorough washing, including mud and dirt, equipment, gearbox, locks and chocks, solar panel, tents/EZ up, and any additional added-on equipment. If cleaning is required above and beyond the guidelines listed above, an additional cleaning fee will be charged to Renter. This includes copious amounts of dog hair on mattress (cover will be provided) or in storage areas in cabin or galley, scratches, surface marring, staining, or damage to cookware or any other equipment.

7. A thorough inspection prior to initial departure shall be done and any damage or defects will be noted at that time. Additional propane needed during the Rental shall be the responsibility of the Renter. Please note, only 11 gallon propane tanks may be attached to the unit. Renter may use the propane source of their choosing. Any additional equipment shall be evaluated with any damage or defects noted at the time of pick up. All trash and food substances not provided with the rental shall be removed and disposed of properly upon return. A copy of the check-off will be provided to both Owner and Renter.

A thorough inspection upon return of the Rental shall be done and the costs to repair/replace any damages not previously noted shall be the responsibility of the Renter.

8. Renter acknowledges being shown how to properly use all appliances, controls, hot water system, water storage, propane use and storage, plumbing, luggable loo, and any ancillary equipment, the location and function of all safety items in the Rental and acknowledges that videos are available via the USS Popkin YouTube channel regarding use and troubleshooting of all major systems. Renter further acknowledges that, should they be in an area where cell phone/digital signal is unavailable, they shall bear responsibility for any defects or damages incurred regardless of internet availability to review such instructions via video format by improper use. Written instructions shall be kept inside the cabin for Renter review if needed. Phone support can be obtained by calling 970-689-0674 or 970-988-3674 between the hours of 6am-9pm MST.

9. 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 7 to be followed by all persons occupying the Trailer. 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 Trailer and forfeiture of all rents and deposits.

The Rules and Regulations are as follows:

a. Absolutely no smoking inside the Trailer. Evidence of smoking any substances inside the cabin will result in a \$350.00 charge. If you choose to smoke tobacco, please ensure that it is not

near open cabin windows or doors, or inside the galley kitchen or optional extension tent. Owner is very sensitive to cigarette smoke.

b. Dogs are allowed in the cabin for a small pet fee. Please be respectful and ensure the animal does not destroy the interior. A note about animals...as this Rental does not have air conditioning or heat, please be aware of the temperature to ensure your animal is safe and healthy. It is not recommended to keep your dog unattended in the trailer for long periods of time. If you have concern about your dog's behavior during short absences, please request a collapsible kennel for your animal to ensure the safety of the interior of the cabin.

c. The awning/tent/EZ up are very susceptible to wind damage. Ensure all anchors are in place and take down as needed.

d. At no time should anyone ever climb up onto the roof, fenders, or gear box of the Trailer. These surfaces are not designed to bear the weight of humans. The exception to this rule is the roof rack located above the cabin which is to be used for transport of watercraft or supplies.

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

f. The cabin furnishings are not to be removed from the Trailer nor relocated outside. All kitchen furnishings and equipment shall be returned. No portion of the rented equipment or unit is to be loaned, subleased, or traded to any other individual.

10. Refunds and Cancellations.

In addition to regulations and policies of RVShare and its affiliates:

Refunds of monies paid to Owner or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions: rain, snow, hail, landslide, flood, wind, tornado, forest fire, windstorm, hail, hurricane or tropical storm. Refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with jurisdiction over the Trailer Site when there are no reasonable alternative relocation options available. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rata basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rata amount for such days of the total rental amount.

Refunds for unusual circumstances may be granted on a case-by-case basis.

If for some unforeseen reason, the Trailer is undeliverable due to significant, unplanned or unreported damage from a previous Renter, the Reservation Deposit shall be returned in full. Renter agrees that Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations.

11. 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 Trailer, 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.

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

13. 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 Trailer. 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.

14. Responsibility for Damage or Loss. Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, 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.

a. 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.

b. Renter is solely responsible for any injury or damage to the Rental, another person, or any property(ies) as a result of any accidental, negligent, criminal, or intentional act, including but not limited to: animal bites or injuries sustained to any person as a result of an animal in the custody of the renter or another person or any stray or wild animal, any damages to a person or their property as a result of driving with the Rental attached or unattached to the Renter's vehicle, whether rented, borrowed, owned, leased, or financed, fatality caused by direct or indirect action on the part of the Renter, fire, collision, injury or damage caused by falling objects, injuries or damage caused by objects propelled by wind, injuries or damage as a result of discharging of any weapon, including gunfire, any criminal activity committed by the Renter, or any other actions which results in criminal or civil litigation, citation, or fines, during the duration of the contract from the point of pick up/delivery to the point of return/pick up.

15. 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 TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER

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 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 TRAILER.

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 TRAILER, 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 TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

16. Insurance.

The Basic RVShare Protection Plan is included with all rentals and covers RVs that are 20 years old or newer, with a stated value of \$300,000 or less. This insurance and protection option provides renters with liability only coverage for the length of their trip. It does not include comprehensive or collision coverage for the Rental. Any additional repair costs, damages, fines, fees, judgements, or lawsuits incurred during the rental period are the full responsibility of the Renter. RVShare has options for additional coverage at low cost. Renter should ensure that liability, collision, under-insured and uninsured policies, and comprehensive insurance shall cover the Renter, Occupants, and the Trailer in the minimum amount required by applicable state law.

Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Colorado statutes.

17. 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 Colorado.

b. 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.

c. 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.

d. 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 6 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.

e. 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.

f. 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" *Darren Hein, Heather Hein*

Print Name: Darren and/or Heather Hein