

TERMS OF SERVICE

TIES MOTOR RENTAL RV RENTAL AGREEMENT

This RV Rental Agreement (“Agreement”), along with the Ties Motor Rental Terms of Service and policies, which are incorporated herein by reference, is made by and between the persons listed in the booking details page of your Ties Motor Rental account, namely the Renter and the RV Rental Owner (“Dealer” or “Owner”) for the rented vehicle (the “Rental”). Renter and Owner are referred to collectively herein as the “Parties”.

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 Owner, it has also released and/or indemnified Owner’s officers, directors, employees, agents, affiliates, contractors and the vehicle's owner of record.

By entering into a confirmed booking, Renter and Owner acknowledge that they read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental. Additionally, Renter permits Ties Motor Rental to process a charge to the card listed on file for all rental and claim related charges due under this Agreement.

The Parties have read and agree to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Renter understands and acknowledges that if Renter purchased a Ties Motor Rental protection package only verified drivers are allowed to drive or operate the rental vehicle.

Rental Agreement Terms and Conditions

1. Renter and Owner. The “Renter” shall mean the individual person completing a booking. The “Owner” (also referred to herein as the “Dealer”) shall be the individual person or legal person (e.g. Ties Motor Rental LLC.) accepting a booking. Renter acknowledges that Dealer may not own the Rental it is renting to Renter, and rents the Rental pursuant to a valid third-party agreement with the owner of the unit. Dealer represents and warrants that it has the legal authority to enter into a booking and renting the Rental.

This agreement is not assignable by Renter.

2. Rental. The "Rental" means the motorized or non-motorized (towable) vehicle rented by the Renter from the Owner, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by the Owner with the vehicle.

RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION.

OWNER (INCLUDING THE TITLED OWNER OF THE RENTAL) DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION OR QUALITY, PERFORMANCE, UTILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Renter agrees that Owner shall always have a superior right of possession of the Rental over Renter. In the event that Owner, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Owner shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Owner 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. Owner agrees that Renter is wholly responsible for these charges and will hold Ties Motor Rental LLC harmless.

3. Rental Period. The "Rental Period" begins when the Owner provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental period ends upon the completed return of the Rental to the Owner. For rentals involving the delivery of the Rental by Owner, Renter's responsibility for the Rental and liability for damages relating to delivered rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via the Ties Motor Rental verification check or must have provided additional proof of insurance coverage through a third party. Renter and Owner understand and acknowledge that they should not enter into a booking and key exchange unless they agree and accept the terms of this Agreement, as well as Ties Motor Rental's other Terms of Service, Policies and SRA. A confirmed booking is an express agreement to this Agreement and Ties Motor Rental's Terms of Service and SRA.

4. Who May Drive and Proper Operation of the Rental. Only the Renter who completes the booking (the "Primary Driver") and qualifies as a "Permitted Driver," and other persons designated and identified as drivers at the time of booking and verified by Ties Motor Rental ("Permitted Drivers") may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Renter, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental, or caused by or involving the Permitted Drivers.

The Renter represents to Owner and Ties Motor Rental that Renter and other Permitted Drivers are capable and validly licensed drivers, and will remain capable and validly licensed drivers during the term of the rental.

Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved through Ties Motor Rental's verification process.

Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger car rental. For example, the Rental may require more clearance above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Owner acknowledges that it is their responsibility to inform Renter of the limitations of their Rental, including clearance heights and widths and other operating instructions. Renter agrees to only operate the Rental on public roadways with sufficient width and height 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. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Owner 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 they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion.

5. Prohibited Use of the Rental. The Renter and Permitted Drivers shall not drive in a careless, negligent, reckless or unlawful manner. Certain uses of the Rental and other actions the Renter or Permitted Drivers may take, or fail to take, will violate this Rental Agreement and Ties Motor Rental's Terms of Service and Policies. A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS OWNER OR TIES MOTOR RENTAL TO TERMINATE RENTER'S BOOKING AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED, INCLUDING BUT NOT LIMITED TO INSURANCE COVERAGE AND ROADSIDE ASSISTANCE. IT ALSO MAKES RENTER FULLY LIABLE TO OWNER AND TIES MOTOR RENTAL FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT OWNER OR TIES MOTOR RENTAL MAY INCUR.

It is a violation of this Paragraph if any of the following occurs:

A. Renter uses or permits the Rental to be used: (1) by anyone other than a Permitted Driver; (2) to carry passengers or property for hire or more passengers than the Rental has seat belts to carry; (3) to tow or push anything, unless specified by Owner; (4) in the case of a towable, to allow occupants to be inside the towable when in motion; (5) to be operated in a test, race or contest or offroad; (6) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (7) for unlawful purposes or for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; (8) recklessly or while

overloaded; (9) if the Rental is driven into a jurisdiction or to a location or event not permitted by Owner or Ties Motor Rental (e.g., into Mexico or attending an unauthorized festival such as Burning Man); (10) Renter materially misrepresents the intended use or destination of the Rental; (11) Renter or Dealer violates the Ties Motor Rental, Wheelbase, RVShare or RVesy Terms and Conditions.

B. Pets or other animals (aside from service animals) are allowed into the Rental without prior permission from the Owner. Owners agree to comply with all law, including the federal Americans with Disability Act (ADA). The ADA requires that service animals are harnessed, leashed, or tethered, unless the use of these devices interfere with the service animal's work or the individual's disability prevents using these devices. In such cases, the individual must maintain control of the animal through voice, signal, or other effective controls. Pet fees for service animals may not be charged; however, the Owner may collect fees for any damage sustained to the Rental by the service animal.

C. The Rental's awning is unrolled or used without prior permission from the Owner.

D. Anyone is on the roof of the Rental, regardless of whether the Rental is equipped with a ladder.

E. Renter or an additional driver, whether authorized or not: (1) fail to promptly report to Ties Motor Rental and Owner any damage to or loss of the Rental when it occurs or when Renter learns of it and provide Ties Motor Rental and Owner with a written accident/incident report or fail to cooperate with Ties Motor Rental's investigation; (2) where required by law, failed to report an accident to law enforcement; (3) obtained the Rental through fraud or misrepresentation; (4) leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows and the Rental is stolen or vandalized; or (5) intentionally or with willful disregard cause or allow damage to the Rental.

F. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Owner and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.

G. Driving or operating the Rental while using a hand-held wireless communication device

or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

6. Tolls, Fines, Expenses, Costs and Administrative Fees. Renter agrees to report to the Owner and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Rental Period. Renter agrees to pay or reimburse Ties Motor Rental and Owner for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the rental. Renter will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, Terms of Service or other Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees that Ties Motor Rental or Owner may, in their sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay Ties Motor Rental or Owner what was paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses incurred. Renter agrees and acknowledges that Ties Motor Rental and Owner may cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

Renter authorizes Ties Motor Rental to release the rental and credit/debit card information regarding the rental to any agent Ties Motor Rental may authorize to act on its behalf for the purpose of processing and billing Renter for any tickets, citations, fines and penalties incurred by Renter or assessed against Ties Motor Rental, the Owner or the Rental during the rental plus a reasonable administrative fee. Renter authorizes Ties Motor Rental's agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes Ties Motor Rental agent(s) to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against Ties Motor Rental, the Owner or to Rental while its was rented to Renter.

In the event Ties Motor Rental uses a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, Renter agrees to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand

without protest.

Renter acknowledges that Renter has no right to contest any such infraction or enter any plea other than guilty or no contest unless Ties Motor Rental or Owner consent to such action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

Renter agrees to indemnify and hold Ties Motor Rental and Owner and any other agent Ties Motor Rental harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

7. Departure Policy. Owner shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter's trip, the Renter must notify Ties Motor Rental immediately. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

Owner agrees that they will take photos within 24 hours of departure of the exterior and interior of the Rental or insurance coverage will not apply.

Owner and Renter acknowledge it is their joint responsibility to ensure towables are properly hitched at the time of departure, with appropriately sized ball mounts and sway bars as necessary. Renter further acknowledges that their vehicle has sufficient towing capacity. Failure to do so may result in the denial of any damage claims.

8. Hauling and Delivery. Renter's liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery or return of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via the Ties Motor Rental verification check or must have provided additional proof of insurance coverage through a reputable third party insurer.

9. Return Policy. Renter agrees to return or leave the rental unit no later than the checkout time indicated on the Booking Confirmation or such other time as mutually agreed to by

the Owner. If Renter cannot drop Rental off on the scheduled date of return, Renter must extend the rental solely on the Ties Motor Rental platform with Owner's permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the unit is not vacated or returned by the return date, and Owner is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, Renter agrees that their credit card on file will be charged a one-time \$30.00 administrative fee plus the hourly rental rate based on a prorated daily rental rate for the rental unit for each hour the Rental is late. Renter agrees that their credit card on file will be charged a \$100.00 administrative fee plus the full daily rate for every eight (8) hours the Rental is late in the event that the Owner must cancel another confirmed and paid for Ties Motor Rental booking due to the late return. The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order). Dealer and Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit. Owner agrees that they will take photos within 48 hours of return of the exterior and interior of the Rental or insurance coverage will not apply.

10. Condition of Rental & Responsibility for Repair. In the event of any loss or damage to the Rental, 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, wind, hail or other acts of nature or God, Renter is responsible and is required to pay up to the deductible outlined in the protection package of their choice. In the event Renter has violated this Agreement or Ties Motor Rental's Terms of Service or Policies, Renter will be held responsible for the full amount of the claim including any insurance deductible.

When accepting the Rental, Renter and Owner, or authorized representative of Owner, will complete and sign the Departure Form for the Rental, noting in writing and/or time stamped photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.

Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must

document the condition of the Rental via photos up to 24 hours before the trip starts and no later than 48 hours after the trip ends. This is a requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos, but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or Owner may result in any claims being denied. Ties Motor Rental and Owner are not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter. Renter shall reimburse the Owner for the cost of the repair if Ties Motor Rental deems Renter is responsible for the damage.

To the extent that the security deposit paid to Owner is insufficient to cover the damages incurred by Renter, Renter will pay Owner the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and to the Owner via Ties Motor Rental message, and provide a copy of the police report to Owner and Ties Motor Rental. Renter must report all accidents involving the Rental to Owner within 24 hours of the occurrence and provide a copy of the accident report to the Owner. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report. Owner must report all accidents involving the Rental to Ties Motor Rental within 48 hours of return of the Rental and provide supporting documentation such as photos, video, police report or statements

Some Rentals are equipped with awnings. Awning usage may be restricted by Owner. If Owner does not provide express consent to use the awning during the Rental Period, and the awning is damaged during the Rental Period or causes damage to a third party, Renter will be wholly responsible for the full cost of repair and such damages. In the event that the Dealer authorizes the use of the awning during the rental period, the fabric of the awning must be kept in the possession of the Renter and returned to the Dealer in order for damages to be covered by the purchased protection package.

If the Rental is returned to Owner outside of regular business hours, Renter shall remain responsible for any damage or theft of the Rental occurring prior to Dealer's acceptance of the return of the Rental during regular business hours, up to a limit of 48 hours. If Renter provides photos of the RV at the time of dropoff that clearly indicate no damage sustained, Ties Motor Rental will make a determination as to the validity of any subsequent claims.

11. Indemnification and Waiver by Renter. Renter shall forever defend, indemnify, and hold Ties Motor Rental and Owner (including but not limited to the titled owner), and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Owner. 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 Dealer or otherwise. It is agreed and understood that Owner or Ties Motor Rental has the right to control the defense of any such claim.

RENTER WAIVES AND RELEASES TIES MOTOR RENTAL AND OWNER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR 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 OWNER OR TIES MOTOR RENTAL HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

12. Owner's Limitation of Liability. THE RENTER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ANY PASSENGERS OR USERS OF THE RENTAL, THAT THEIR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE OR LOSS RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY RENTER TO OWNER UNDER THIS AGREEMENT.

13. Indemnification and Waiver by Owner. Owner shall forever defend, indemnify, and hold Ties Motor Rental, and its officers, directors, employees, agents, and parent and affiliated

companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use of the Rental by Renter or any person, including claims of, or liabilities to, third parties. OWNER WAIVES AND RELEASES TIES MOTOR RENTAL AND RENTER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE RENTAL OR BOOKING.

14. Ties Motor Rental's Limitation of Liability. RENTER AND OWNER AGREE THAT TIES MOTOR RENTAL'S

AGGREGATE TOTAL LIABILITY UNDER ANY THEORY WHATSOEVER IN CONNECTION WITH ANY RENTAL OR BOOKING SHALL NOT EXCEED THE TOTAL SERVICE FEES EARNED AND RECEIVED BY TIES MOTOR RENTAL FOR SUCH BOOKING. IN NO EVENT SHALL TIES MOTOR RENTAL, ITS AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN ADDITION, TIES MOTOR RENTAL IS NOT LIABLE FOR ANY LOST PROFITS OR REVENUES, INCLUDING DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, DATA LOSS, FRAUD LOSSES, LOSSES OF BUSINESS OPPORTUNITIES, LOSSES DUE TO CRIMINAL CONDUCT BY OWNER, RENTER, PASSENGERS OR THIRD PARTIES, LOSSES IN CONNECTION WITH CHARGEBACKS, PAYMENT PROCESSOR DISPUTES, LOSSES DUE TO THE CONDUCT OF PAYMENT PROCESSORS, LOSSES DUE TO FALSE FRAUD SCREENING OR IN ANY OTHER WAY IN CONNECTION WITH OR ARISING OUT OF THE RENTAL OR BOOKING, RENTER OR OWNER'S USE OF THE TIES MOTOR RENTAL TECHNOLOGY PLATFORM OR IDENTITY VERIFICATION SERVICES, FAILURES OF THE INTERNET, SYSTEMS, COMPUTER FAILURES, AND TAXES OR DUTIES, WHETHER THE DAMAGE CLAIMS ARE BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

15. Property in the Rental. Ties Motor Rental and Owner are not responsible for loss of, theft, or damage to any property in or on the Rental, in any service vehicle, such as a transit van or bus, or Owner's premises, or received or handled by them, regardless of who

is at fault. Renter will be responsible to Ties Motor Rental and Owner for claims by others for loss or damage caused by renter's property.

16. Rental Fees and Charges. By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Ties Motor Rental to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or Ties Motor Rental's Terms of Service and Policies. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.

17. Security Deposit & Authorization. A security deposit from Renter is required two days prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Ties Motor Rental Terms of Service. The amount of the security deposit is stated in the booking confirmation. Owner may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

Minimum requirements for return of the security deposit include:

- At the time of return, Rental is cleaned to the same condition or better than when picked up;
- Fuel levels are equal to or above the level provided at the time of departure handoff;
- Holding tanks are properly emptied to or below the level at time of departure handoff;
- No damage sustained to the Rental (including interior damage)
- All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full.

At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service, and by accepting the Rental Renter

understands and expressly consents to use of the charge card for such purposes.

Owner has up to 48 hours from the return of the unit to inspect the unit for damages and notify Ties Motor Rental by filing a claim, as well as contact Renter via email or dashboard message. The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owner.

AS DESCRIBED IN THIS AGREEMENT OR THE TIES MOTOR RENTAL TERMS OF SERVICE AND POLICIES, ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, INCLUDING BUT NOT LIMITED TO:

- Smoking: No smoking is allowed in the Rental unless expressly authorized by the Owner in the booking. Smoke odors in returned Rentals will result in additional fees set by Owner.
- Interior Damage: Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Renter acknowledges he/she may purchase interior Damage Protection that covers them up to a limit of \$1,500 for covered losses. For any damages not covered under the Damage Protection plan, or if the Damage Protection limit is not sufficient to cover the damages sustained, Owner will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.

18. Maintenance. Owner is responsible for checking all fluid levels (e.g., oil and coolant), air tire pressure, lug nuts and wheels immediately prior to rental departure and must complete a safety inspection within 90 days prior to each booking. Should a breakdown or tire blowout occur due to lack of maintenance, wear and tear or manufacturer defect, Owner acknowledges their claim may be denied. Ties Motor Rental reserves the right to request inspection and maintenance records dated within 90 days of the start of the booking and performed by a certified mechanic. Owner acknowledges that a claim or dispute may be denied if there are missing or insufficient maintenance records.

19. Repairs and Roadside Assistance. In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, Ties Motor Rental offers Roadside Assistance service with qualified bookings. If emergency repairs are required, repairs under \$200 should be completed and paid for by Renter. Repairs over \$200 must have prior authorization from the Owner. Renter must save and submit all repair receipts for review when the Rental is returned. Reimbursement will depend on the type of repair and its cause. Roadside assistance is currently included in eligible bookings with a purchased Ties Motor Rental Protection Package. If the Protection Package purchased does not include roadside assistance services, Renter may apply and pre-pay for roadside assistance through Ties Motor Rental. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.

20. Insurance & Costs. Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Ties Motor Rental deems Renter responsible. Renter must be approved for insurance for the Rental through Ties Motor Rental or must provide Owner with an insurance binder indicating Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Owner, and/or third parties for the Rental being driven or towed. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental. Renter acknowledges that any insurance outside of the Ties Motor Rental Protection Packages is primary over the coverage provided in the package. Except where required by law to be primary or excess, any protection provided through Ties Motor Rental shall be secondary to, and not in excess of, any applicable insurance available to Renter, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.

21. Disputes. The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) will be governed by the arbitration and dispute resolution procedures described in Ties Motor Rental Terms and Conditions. The Parties further agree that such arbitrations shall be conducted in the County where the Owner has its primary residence or

place of business nearest to where the Rental was picked up. This Agreement shall be construed in accordance with the laws of the state of Owner's principal place of business or primary residence. Renter agrees that in the event Owner prevails in a suit to enforce this Agreement, Owner shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.

22. Cooperation. The Parties agree to cooperate and coordinate with Ties Motor Rental and each

other generally and to take any actions Ties Motor Rental reasonably requests in connection with (i) this Rental Agreement, (ii) the pickup, use and return of the Rental, and (iii) any disputes, actions, proceedings, suits, and investigations related to the Rental or Renter's use of the Rental, including without limitation, execution and delivery of any documents Ties Motor Rental reasonably requests, giving testimony under oath, and taking any other actions Ties Motor Rental reasonably requests related to this Rental Agreement or the Rental or the rental transaction.

Unless prohibited by law, Renter releases Dealer and Ties Motor Rental from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client owners, Dealer, Ties Motor Rental 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 Rental during Renter's possession extending to such time the Rental is completed and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by Renter or Dealer. 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 Dealer or otherwise. It is agreed and understood that Dealer may control the defense of any such claim.

Additional Conditions

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

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

DEALER AND RENTAL OWNER 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 DEALER 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 DEALER AND/OR THE RENTAL OWNER.

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

Supplemental Rental and Rules Agreement

Ties Motor Rental

D.B.A. Centex RV Rentals

Phone: (512) 437-1400

This supplemental rental and rules agreement will outline in considerable detail what is expected during your rental period. It may seem like a lot of information, but we prefer to be up front and clear so there is no confusion or unrealistic expectations that may cause misunderstandings later. This agreement is a mandatory prerequisite to being allowed to use the RV during your rental period.

1. **Training:** Before the start of your trip, it is required to complete a pre-rental orientation of the RV. This orientation will take about 10-45 minutes, depending on any prior experience you have with a RV. It takes time to do a thorough and complete walkthrough, so please plan accordingly.
2. **No Refunds for Early Returns:** If you return the RV early, we do not refund the unused days/time. This includes if you have been in a motor vehicle accident with the RV; however, if the motor vehicle accident is not your fault you may be able to recover your rental costs from the at-fault driver's liability insurance.
3. **Fee for Late Pick Up and Returns:** A grace period of 15 minutes is provided for all pick up and returns. After that a fee of \$50 per hour will be charged if the RV is picked up or returned later than the agreed upon time. If the RV is returned after dark or while the owner is unavailable, it will be checked in the next day, during daylight hours, and any applicable damages will be charged against your security deposit.
Example: 1-15 minutes = late grace period
 16-59 minutes = late fee \$50
 61-120 minutes late fee \$100
4. **Beach Usage:** RV usage at the beach is allowed however the wind will blow sand in and around the RV. It is very difficult to clean the RV after returning from the beach and a \$150 deep cleaning fee will be assessed from the deposit at the time of its return. Restrictions: Awning and generator usage is detrimental and not allowed on the beach. Usage of the awning or generator without prior owner consent will result in the forfeiture of the security deposit.
5. **Awnings:** We DO allow the usage of the exterior awning but advise using caution! This is for your own protection, because they are NOT COVERED by insurance and they are very expensive to repair or replace if damaged. Damage to awnings, including damage while driving, any acts of nature, or negligence are 100% your responsibility and will exceed your security/damage deposit amount and you agree to be fully responsible for the total cost of repair.
6. **Generators:** If you choose to use your own generator, the following rules will apply. Do not use generator inside the RV - it MUST be kept outside. Do not leave the RV unattended while a generator is running. Do not run a generator overnight or while sleeping due to safety reasons. Your generator must be a minimum of 4500 watts to run the systems within the RV without causing a power issue. You, the renter, assume all responsibility for any and all damages caused to the RV & its appliances and systems by the use of a generator not supplied by the owner.

7. Rooftop Usage: We do not allow the use of the RV rooftop. Any evidence of rooftop usage (shoe prints, trash, sagging areas) will result in a complete loss of your entire security deposit. In the event the damage is more than your security deposit, you agree to be fully responsible for the total cost of repair.
8. Dogs: Dogs are *not* allowed on any upholstered area due to the soft material and the risk of stains, smells or other damage. If any pet damages occur, including evidence of pet urine or feces, you will forfeit your entire security deposit, and you agree to pay any excess damage fees. If any large amounts of pet hair are left upon return, you will be charged a \$150 Deep Cleaning Fee for it to be removed.
9. Liquid Propane (LP) Detector: The LP detector is present for your safety. It is hardwired. LP detectors that are hardwired are supplied power through the house batteries. This means if the house battery levels get low, they might not supply adequate power to the LP detector and it could start beeping. The Renter is responsible for maintaining the house battery level necessary to power the LP detector.
10. Waste Holding Tanks: There should be nothing, including, but not limited to feminine napkins or tampons, diapers, tissues, napkins, etc. put into the black water waste holding tank as this will cause it to become clogged and require an exceptional amount of cleaning to clear. You will be provided with several rolls of RV safe toilet paper and we ask that this is the ONLY thing put into the waste holding tank. There is to be nothing other than sink or shower water put into the gray water holding tank. Any type of food particles put into the gray tank may cause a clog that will require extensive cleaning and/or repair to remove.

11a. Waste holding tanks (Gray and Black) must be emptied prior to return and valves left CLOSED, and the screw cap left ON. You are responsible for dumping both the black and grey tanks prior to returning the RV. Failure to do so will result in a \$100 dump fee. NO EXCEPTIONS. For your convenience, if you have no way of dumping the tanks or choose not to you can pre-pay for us to do it for you with the Black and Grey Dumping package at a discounted rate.

11. Cleaning: All of our campers undergo a end-to-end cleaning, sanitation and prep prior to pick up. The RV must be returned with a clean interior and empty black and gray tanks. "Clean" means, as you received it or better. Things like glitter, silly string, hair color, nail polish, etc can cause a lot of damage and should not be used in the RV.

14a. A Deep Cleaning Fee of \$150 will be assessed if RV is returned unclean AND requires more than a surface cleaning or any reconditioning.

12. Smoking: There is NO SMOKING allowed in the RV. If smoke (including cigars, pipes, vapes, drugs, etc.) is detected you will be charged a minimum fee of \$500. NO EXCEPTIONS.
13. Generator: If you opted for a generator add on with your rental, and by signing this agreement, you will be held responsible for the condition of the generator during the period of your rental. It must be returned in the same working condition as it was given to you. The generator is inspected between each rental. You will be responsible for replacing the generator if it is stolen or lost during the course of your rental period. You will be provided with 5 gallons of gas with the generator rental and are responsible for any additional generator fuel and the operation of the generator during your rental period. Generator is to be used outdoors only.
14. Damage/Minor Repairs: Any damages/issues/problems/repairs need to be reported to us immediately. If a potential repair is minor, you may make the repair after consulting us. Do not repair anything until

you've spoken to us about it. Replacement of defective parts and receipt must be brought back for reimbursement. If you purchase an item necessary due to an equipment failure (sewer or water hose, etc.) the item you purchased and the receipt must be surrendered upon return of the RV, if you want reimbursement. Should you make a repair without consulting us first, or without following written/oral instructions given, you assume liability for the repair and any subsequent repairs needed.

15. Renter Damages: If the RV, inside or out, and/or ANY of its contents that were present at the time of pick up, including, but not limited to set up drill, power cable, hitch, linens, etc., are damaged or missing during your rental period you are responsible for paying all damages, whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). In case of an accident, theft or vandalism occurs, you are responsible for obtaining a police report, and notifying us immediately. (A documented thorough walk through will be completed, with renter present, at the time renter takes possession). Any missing pieces will result in a claim against your security deposit.
16. Towing Safety: Please remember that trailers are much taller than the average vehicle and are not equipped to withstand an impact with a tree, low bridge/overpass etc. and will result in damages totaling MORE than your security deposit - so be aware of low clearance signs. All damages to the RV, including damage while driving (tree, low overpass, drive-throughs, etc.), are 100% your responsibility and will exceed your security/damage deposit amount. The dimensions of our travel trailer are listed on the rental listing. Never attempt going through a drive-through towing a trailer.
17. Speed Limit: Towing requires special attention to speed. Trailer tires are not rated for high speed, the way truck and vehicle tires are. While towing the trailer, you assume all liability for your rate of speed, and by signing this agreement, you acknowledge the MAXIMUM allowed speed while towing the trailer is 65 miles per hour. When towing, you are required to follow ALL "truck speed limit" signs, and never travel in the left lane, unless passing.
18. RV Abandonment/Owner Retrieval: If for any reason you abandon the RV, you will be charged a \$3,000 fee for Abandonment and Retrieval. Abandonment means leaving the trailer with no intention of returning to it or delivering it back to owner/drop-off location, before the end date/time of your rental period. In the event you abandon the trailer you agree to waive your right to dispute any claims due to damages, overages, or vandalism.
19. GPS Tracking: The RV has been equipped with a GPS tracking device for safety and must not be removed/unplugged for any reason. Failure to accurately report your destination, or giving an arbitrary destination in order to attend a prohibited event will result in complete loss of your security deposit and you will be requested to return the RV to owner immediately, and NO refund will be granted for unused rental dates.
20. Personal Property: The personal property you bring is your responsibility, and by signing this agreement, you release Centex RV Rentals, RV owner(s), employees and/or contractors from all claims for loss of, or damage to, your personal property, or that of any other person left/carried in or on the RV during your rental period and day of return.
21. Personal Injury: You release Centex RV Rentals, RV owner(s), employees and/or contractors from all claims for injury, including, but without limitation to, personal, bodily, or mental injury, as well as economic loss or damage to you, children, guests, or relatives during your rental period including return period.

22. Severability: If any provision within this Supplemental Rules and Rental Agreement is determined to be invalid, void, or unenforceable judicially, the remaining provisions shall remain in full effect and force.
23. Modifications/Waivers: No provision within this Supplemental Rules and Rental Agreement can be waived or modified for any reason except in a written document which has been signed by the owner(s) of Centex RV Rentals.
24. Damages Above Security Deposit/Insurance Claims: In the event there is any damage above the amount of your security deposit, you agree to pay Centex RV Rentals any monies due and allow the rental platform company to charge your credit card on file for said charges, plus processing fees.
25. RV Return: When RV is returned, you agree that it will be free from damages, cleaned, and tanks emptied BEFORE it has been unhitched. A preliminary walk through will be completed and photos will also be taken by owner for reporting to rental platform and/or insurance. Once a thorough inspection has been completed by the RV owner, any fees for damages, cleaning, dumping, or any other charges will be deducted from your security deposit if applicable.
26. Credits: There will be no refund/credit for any lost rental time for any issue(s) that arise beyond the control of Centex RV Rentals, RV owner(s), employees and/or contractors. This includes, but is not limited to, flat tire(s), weather, any and all systems within the RV that were working at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of RV whether the renter was at fault or not, or due to renter's or any guests' negligence.
27. Rental Period Extension: If, for any reason, your rental period is extended beyond the original rental period dates, you agree that this document will also extend, be valid and enforceable for the entirety of your extended rental period.
28. Security Deposit: Your security deposit will be refunded (by the rental platform) after the RV has been thoroughly inspected and no issues or damages have been found. Said inspection may take anywhere up to 72 hours post rental period.
29. Dry Camping/Boondocking: Camping without hookups (water, sewer, power) restricts the capabilities of the RV. You are limited to fresh water tank capacity, black & gray tank capacities, battery capacity and propane capacity. These things need to be recharged, refilled, dumped, etc. These things are the responsibility of the renter. We, as owners, take NO responsibility for limited capabilities and capacities due to dry camping/boondocking. Should you choose to dry camp/boondock, you take full responsibility and liability for the limited capabilities and capacities, and any unmet expectations due to use without hookups.
30. Deliveries: Our delivery drivers operate on a tight schedule and expect to be ready to set up or take down the camper upon arrival. A fee of \$100 per hour will be charged in the event the driver is not able to set up or take down at the agreed upon time. We must be notified if delays are expected prior to the drop off or pick up date so that a new time can be determined.
31. Hold Harmless: Renter agrees to hold harmless the owner of the rented RV, contractors and employees, at all times, for all situations. Renter assumes all risk when renting RV, and owner cannot be held responsible for any accident, injury, loss of income, loss of life or loss of or damage to personal property. Owner assumes no liability for how the RV is used during the rental period.

32. This agreement serves as a supplement to the rental agreement, regardless of the rental platform (Outdoorsy, RV Share, etc) and supersedes all contradictory terms of the platform rental agreement, if any. This agreement also supersedes any contradictory terms and conditions listed on the rental platform.

FEES ADDENDUM

BY SIGNING THIS ADDENDUM AND ACCEPTING KEYS, YOU UNDERSTAND THERE ARE EXTRA FEES THAT CAN OCCUR IF THE CONTRACT IS NOT ADHERED TO. THESE FEES, IF ASSESSED, WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT, AND ANY ADDITIONAL COST, IF NECESSARY, WILL BE CHARGED TO YOUR BOOKING. BY SIGNING THIS, YOU ARE AUTHORIZING THE BOOKING PLATFORM (RVSHARE, OUTDOORSY, ETC) &/OR CENTEX RV RENTALS TO CHARGE YOUR CREDIT CARD ON FILE FOR YOUR RENTAL BOOKING.

**ALL FEES APPLIED TO YOUR SECURITY DEPOSIT WILL BE ASSESSED A PROCESSING FEE OF 10%.