



## GLAMPERS-CALIFORNIA RV RENTAL AGREEMENT

Primary Driver's Name:

Date of Birth (mm/dd/yyyy):

Additional Driver's Name:

Date of Birth (mm/dd/yyyy):

I have read and agreed to the terms and conditions of this rental Agreement and thereby give my consent to the Agreement and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

RENTER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

*Signature acknowledges that the Renter has read and agrees to the below policies, terms and conditions. Additional Approved drivers can be listed on an additional page attached to this Contract and signed by both Renter and Dealer*

OWNER SIGNATURE:  \_\_\_\_\_ DATE: \_\_\_\_\_



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## GLAMPERS CALIFORNIA RV RENTAL AGREEMENT

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This Glampers California RV Rental Agreement (“Agreement”), along with the Outdoorsy Terms of Service and Policies, which are incorporated herein by reference, is made by and between the persons listed in the booking details page and Glampers California,

### KEY TERMS

- “RV” means recreational vehicles, motorized or non-motorized (towable) vehicle
- “Rental” means the RV
- “Glampers California Content” means all Content that Glampers California makes available through the Site, Application, or Services, including any Content licensed from a third party, but excluding Member Content.
- “Glampers California” mean Glampers California Inc. or Glampers Californian LLC.
- “Collective Content” means Member Content and Glampers California Content. “Content” means text, graphics, images, music, software (excluding the Application), audio, video, information, and any other content or materials.
- “Renter” means a Member who requests a booking of an RV via the Booking Platform or a Member who uses an RV and is not the Owner for such RV.
- “Owner” means Glampers California Inc. who owns or Manage an RV or RV, which is displayed on Glampers California Website
- “Listing” means a vehicle that is listed by Glampers California as available for rental via the Services.
- “Member” means a person who completed a booking on Glampers California Site and or registered his/ her/it’s interesting to rent an RV.
- “Member Content” means all Content that a Member post, uploads, publishes, submits or transmits to be made available through the Services.
- “Tax” or “Taxes” mean any sales taxes, goods and services taxes (GST) and other similar municipal, state and federal indirect or other withholdings and personal or corporate income taxes.
- “Booking Platform” means the booking system the member use to book an RV on Glampers California website or any third party booking sites. Such sites are Outdoorsy, RVShare and RV&GO. Glampers California website use “Wheelbase” as a booking system.
- “Wheelbase”  
Third-Party Booking platform used on Glampers California site to make RV booking.
- “Down Time” means the RV is out of action, unavailable for use, or not rentable due to damage caused by Renter and other reasons based on this Agreement.
- “Permitted Driver” is the driver who has been approved and verified during the booking procedure with Wheelbase and or Outdoorsy
- “Appointment” a confirmed time period where the Renter and Owner agree when the Rental will be picked-up, handed over or dropped off
- “Departure” the process that the Owner implemented to hand over the Rental to the Renter.
- “Return” the process that the Owner implemented to take back the Rental from the Renter.

The terms and conditions of this Agreement shall continue 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, and the vehicle's Owner of record.

By entering into a confirmed booking, Renter and Glampers California 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 Glampers California to process a charge to the card listed on file for all rental and claim-related charges due under this Agreement.

Renter and Glampers California 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 Wheelbase Protection Packages only verified drivers are allowed to drive or operate the rental vehicle.

1. **RENTER & OWNER.** The “Renter” shall mean the individual person completing a booking using Glampers California Booking Platform located on the <https://www.glampersca.com> website and using the Booking Platform or using other third party booking platform such as Outdoorsy, Share, RV &GO. Glampers California shall be the individual person or legal person (e.g. corporation, LLC, Inc. etc.) accepting a booking using Wheelbase booking system connected to Glampers California website located on the <https://www.glampersca.com> web address. The Renter acknowledges that he/she/it’s is not own the Rental RV. Glampers California represents and warrants that it has the legal authority to enter into a booking and renting the RV. This Agreement is not assignable by Renter.
2. **RENTAL.** The “Rental” means the motorized or non-motorized (towable) recreational vehicle rented by the Renter from Glampers California, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by the Owner with the RV.



ENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. GLAMPERS CALIFORNIA 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 Glampers California shall always have a superior right of possession of the Rental over Renter. In the event that Glampers California, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Glampers California 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 Glampers California 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, repairs and Down Time.

- 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. All delivery drivers of insured vehicles must be approved via the Glampers California verification check or must have provided additional proof of insurance coverage through a third party.

Renter understands and acknowledges that he should not enter into a booking and key exchange unless he agrees and accept the terms of this Agreement, as well as Glampers California's other Terms of Service and Policies. A confirmed booking is an express agreement to this Agreement and Glampers California Terms of Service and Policies.

- 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 RV booking and verified by Glampers California ("Permitted Drivers") may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Glampers California, 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 ensures to Glampers California 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 Glampers California Booking Platform – Wheelbase verification process.

Renter acknowledges that recreational rentals can be very large and handled 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. Glampers California 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. Any damages caused by operating the rental offroad, the Renter must compensate Glampers California with any cost arising by reinstating, repairing, fixing the RV to its pre-rental state. Images taken during the hand over process will ensure appropriate documentation of the pre rental state.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Glampers California 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 Glampers California Inc. Terms of Service and Policies.

A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWING THE OWNER OR GLAMPERS CALIFORNIA INC. TO TERMINATE RENTER'S BOOKING 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 THE RENTER FULLY LIABLE TO THE OWNER AND GLAMPERS CALIFORNIA INC. FOR ALL PENALTIES, FINES, DOWNTIME, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT OWNER OR GLAMPERS CALIFORNIA INC. 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 off-road; (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 Glampers California Inc. (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 Glampers California Inc. or Wheelbase Terms and Conditions.
  - B. Pets or other animals (aside from service animals) are allowed into the Rental without prior permission from the Owner. Renter agrees to comply with all laws, 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. The Rental awning is unrolled or used while the RV is in motion.
  - 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 Glampers California any damage to or loss of the Rental when it occurs or when Renter learns of it and provide Glampers California with a written accident/incident report or fail to cooperate with Glampers California 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 another 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 Glampers California 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 Glampers California 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 Glampers California 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 Glampers California 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 Glampers California to release the rental and credit/debit card information regarding the rental to any agent Glampers California 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 Glampers California or the Rental during the rental plus a reasonable administrative fee. Renter authorizes Glampers California to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes Glampers California to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against Glampers California or to Rental while it was rented to Renter.

In the event, Glampers California 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 Glampers California 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 Glampers California and any other agent Glampers California harmless for any such tickets, citations, fines, penalties, interest and administrative fees.



7. **DEPARTURE POLICY.** The 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 Glampers California immediately by contacting Glampers California at (310)-988 9254 or using the Booking Platform. 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.
- **TOWING**
    - The Owner will provide towing hitch, sway bars, a Bluetooth seven-pin electric brake controller, and hands-on training to the Renter to ensure road safety.
    - Renter must have a towing vehicle in a roadworthy condition approved by DMV office. Additionally, the towing vehicle must have a professionally installed 2-inch hitch receiver and a 7-pin socket!
    - Owner is responsible for ensuring the Gross Vehicle Weight Rating (GVWR) will not be exceeded when towing a Rental.
    - If the Renter towing vehicle is not functioning correctly or the Rental exceed the Renter vehicle GVWR or the necessary 2-inch hitch receiver not adequate to tow or the 7-pin socket not meeting standard the Renter must cancel the booking immediately and the booking platform cancellation policy will apply.
    - Renter acknowledges it is their responsibility to ensure towable 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.

Renter acknowledges that watched all necessary training videos before departure on Glampers California website / YouTube and was properly educated to tow or drive or use Rental. Reference to training videos you can find here: <https://www.glampersca.com/>

- **PICK UP / HANDOVER**
    - Glampers California handover takes 45 minutes and includes training and road safety information for the Renter.
    - Renter need to be on time as agreed and set out in the Appointment. A 30-minute gracing period will be honored.
    - If the Renter is late, Owner cannot guarantee to wait and hold the Appointment. In such cases, Owner may require additional resources to accommodate the Renter late arrival, which could result in a surcharge of \$30 per every hour start.
    - If Owner cannot wait for the Renter, Owner will provide the Renter with alternative pickup times. A surcharge of \$30 will apply to reschedule the Appointment
8. **HAULING AND DELIVERY.** Renter's liability for damages relating to delivered Rentals begins when the 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. All delivery drivers of insured vehicles must be approved via the Glampers California verification check or must have provided additional proof of insurance coverage through a reputable third-party insurer.
- Points to note
- If the delivery location/address is not adequate for the Rental the Owner reserves the right not to leave the Rental at the location. Some of the following describe location which is not adequate for RV storage/delivery but are not limited to.
    - Unsafe, can harm the Rental or people who are using the Rental
    - Not properly accessible by the Rental and or towing vehicle. A 2 feet clearance needs to be available around the Rental and towing vehicle at all times to position the RV.
    - Ground is uneven or unstable which can damage the Rental or the towing vehicle
    - The location and storage of the Rental are not compliant with California law.
  - If the delivery location is not adequate, the Renter must cancel the booking and the general cancellation policy will apply.
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 Glampers California Booking 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.
- Renter agrees that their credit card on file will be charged \$70.00 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 \$150.00 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 Glampers California 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). The Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit. (<https://www.glampersca.com/service-fees>).



- RETURN - DROP OFF

- Glampers California Return takes 45 minutes
- Renter need to be on time as agreed and set out in the Appointment. A 30-minute gracing period will be honored.
- If the Renter is late, Owner cannot guarantee to wait and hold the Appointment. In such cases, Owner may require additional resources to accommodate the Renter late arrival, which could result in a surcharge of \$30 per every hour start.
- If Owner cannot wait for the Renter, Owner will provide Renter with alternative drop-off times. A surcharge of \$30 will apply to reschedule the Appointment
- If Renter is delayed and drop-off extends beyond 6 pm, Owner will need to arrange special parking facilities for the night, resulting in a full additional daily rate charge.

- VARIABLE CHARGES

- PROpane

- Owner will provide Renter with propane at Owner expense. Renter must return the Rental with the same level of propane provided by the Owner. In-case Renter is not able to return the Rental with the same amount of propane fill a service fee of \$ 50 + the propane price will be deducted from the security deposit.
- Owner will provide RV specific 20lb Propane Gas Tank with Gauge Mounting Kit, which will help Renter to manage propane use. These tanks cannot be exchanged, only refilled by dedicated propane refill facilities.
- If Renter accidentally exchanges the RV specific 20lb Propane Gas Tank with Gauge Mounting Kit to a normal 20lb propane tank the Owner will deduct an additional \$50 from the security deposit to re-purchase the RV specific 20lb Propane Gas Tank with Gauge Mounting Kit.

- FUEL

- Owner will provide Renter with fuel at Owners expense. When Renter returning the Rental, Renter has to refill the Rental to the same level as handed over by the Owner. In case Renter do not have the opportunity to fill the Rental up with fuel, a fixed service fee of \$ 50 + fuel price will be deducted from Renter deposit.

- BLACK WATER & GRAY WATER TANK

- The Rental will be provided with empty gray and black water tanks. Renter must return the RV empty after the rental period ends. If Renter do not have the opportunity to empty tanks a service fee of of \$75 will be deducted from ther Renter deposit.

- WATER / WATER TANK

- The Owner will provide potable water with the Rental. When Renter returning the Rental, the water level must be the same amount or greater then as handed over by the Owner. In case Renter do not have the opportunity to fill up the water tank fixed service fee of 50\$ will be deducted from Renter deposit.

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 **Wheelbase Protection Packages** of their choice. In the event Renter has violated this Agreement or Glampers California 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 an 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. Glampers California is 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 Glampers California deems Renter is responsible for the damage.

To the extent that the security deposit paid to the 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 Glampers California Booking Platform or email, and provide a copy of the police report to Glampers California. Renter must report all accidents involving the Rental to the 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. The Owner must report all accidents involving the Rental to Glampers California Inc. 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 the Owner. If the 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 uses 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 Owner 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 Owner acceptance of the return of the Rental during regular business hours.

11. **INDEMNIFICATION AND WAIVER BY RENTER.** Renter shall forever defend, indemnify, and hold Glampers California (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 the expiration of the contract terms. It is agreed and understood that Glampers California Inc. has the right to control the defense of any such claim.

Renter waives and releases Glampers California Inc. 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 Glampers California Inc. 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. **GLAMPERS CALIFORNIA INC. LIMITATION OF LIABILITY.** Renter agrees that Glampers California Inc.'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 Glampers California Inc. for such booking. In no event shall Glampers California Inc., 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, Glampers California Inc. 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 the 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 use of the Glampers California Inc. 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.
14. **PROPERTY IN THE RENTAL.** Glampers California Inc. is not responsible for loss of, theft, or damage to any property in or on the Rental to the Renter or in any vehicle, such as a transit van, truck or bus, on Glampers California Inc.'s operational premises, or received or handled by them, regardless of who is at fault.
15. **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 Glampers California to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or Glampers California'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



16. **SECURITY DEPOSIT & AUTHORIZATION.** A security deposit from Renter is required prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Glampers California's 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 but not limited to the Rental, **mechanical, structural, external or 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.

The Owner has up to 48 hours from the return of the unit to inspect the unit for damages and notify Glampers California by email, Booking Platform filing a claim. 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 Glampers California Inc. 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 the Owner.
- Interior Damage: The 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.

17. **MAINTENANCE.** Renter is responsible for checking all fluid levels (e.g., oil and coolant), air tire pressure, lug nuts and wheels immediately after to rental departure and during the rental period. Should a breakdown occur due to lack of control from Renter, Renter is responsible to cover all cost regarding such a breakdown.
18. **REPAIRS AND ROADSIDE ASSISTANCE.** In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, Glampers California Inc. 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 Wheelbase Protection Package. If the Protection Package purchased does not include roadside assistance services, Renter may apply and pre-pay for roadside assistance through Wheelbase Premium Service. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.
19. **INSURANCE & COSTS.** Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Glampers California Inc. deems Renter responsible. Renter must be approved for insurance for the Rental through Glampers California Inc. Wheelbase Booking Platform 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 Glampers California Inc. Wheelbase Premium Service 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 Glampers California Inc. 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.**
20. **DISPUTS.** 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 Glampers California Inc. Terms & Conditions. (<https://www.glampersca.com/terms-of-use>) 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.





21. **COOPERATION.** The Parties agree to cooperate and coordinate with Glampers California Inc. and each other generally and to take any actions Glampers California Inc. 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 Glampers California Inc. reasonably requests, giving testimony under oath, and taking any other actions Glampers California Inc. reasonably requests related to this Rental Agreement or the Rental or the rental transaction.
- (ii) Unless prohibited by law, Renter releases and Glampers California Inc. from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client owners, Glampers California Inc. 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 Owner, including without limitations, latent and other defects whether or not discoverable by Renter. 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 Owner or otherwise. It is agreed and understood that Glampers California may control the defense of any such claim.

22. **ADDITIONAL CONDITIONS**

This Agreement does not create any type of partnership between Renter 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 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 OWNER 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 THE RENTAL OWNER.

23. **MODIFICATIONS TO THE SERVICE, PRICES, AND AGREEMENT**

We reserve the right to modify or discontinue the Service (or any part thereof), including these Agreement, without notice at any time. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to this website following the posting of any changes constitutes acceptance of those changes. In addition, prices for our products are subject to change without notice. We shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

24. **ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We may, in our sole discretion, limit or cancel quantities purchased through the Service. Such restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

25. **ERRORS, INACCURACIES AND OMISSIONS**

From time to time there may be information available through the Service that contains typographical errors, inaccuracies or omissions that may relate to, among other things, product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your RV booking).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

26. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

The Company does not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure, or error-free. To the extent permitted by law, we may make and preserve copies of any information or any other content or data you provide through the Service for internal back-up and other legal or regulatory purposes. However, Glampers California is obligated to preserve copies of such information, content or other data.



We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, in each case without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement, in each case to the extent permitted by applicable law.

In no case shall the Company, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### 27. SEVERABILITY

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### 28. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Terms of Use for all purposes. These Agreement are effective unless and until terminated by either you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### 29. NOTICE FOR USERS IN CALIFORNIA

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 .

#### CONTACT INFORMATION

Questions about the Terms of Use should be sent to us at [www.glampersca.com](http://www.glampersca.com)