

## **IT'S VEGAS, BABY! RV RENTAL SUPPLEMENTAL RENTAL AGREEMENT**

This Supplemental Rental Agreement (the "SRA" or "Agreement") is in addition to the "Rental Platform" (Outdoorsy, RVshare, RVerzy, etc.) terms of service and rental contract (collectively referred to as the "Contract"). This Agreement is made by and between the persons listed in the booking details page of the Contract, namely the "Renter" and the RV Owner or Rental Manager (the "Manager") for the rented vehicle (the "Rental" or "RV"). Renter and Manager are referred to collectively herein as the "Parties". The Contract, and this Agreement are in full force and effect together during the rental period. If any conflict is determined to exist between the Contract and this Agreement, this Agreement will supersede. The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. The Contract and this Agreement constitute the entire agreement between the Parties regarding the rental of the RV and supersedes all prior oral or written agreements or understandings regarding this subject matter and may only be amended or superseded in writing.

Renter permits the Rental Platform to process charges to the credit card on file with the Rental Platform for all rental and claim-related charges due under this Agreement.

The Renter understands and agrees that the Renter assumes all liability, whether collision, damage, or liability for the entire duration of the rental period. The Renter agrees to indemnify the Manager in any suit brought against them. Where Renter has released and/or indemnified Manager, it has also released and/or indemnified Manager's family members, officers, employees, agents, affiliates, and the vehicle's owner of record.

The Parties have read and agree to the terms and conditions of this Agreement and hereby agree to such terms and conditions before being asked to exchange possession of the Rental. Manager is not responsible for misinterpretations concerning the Rental or this Agreement due to Renter's failure to read this Agreement.

### **RENTER REQUIREMENTS**

- The Renter must be a minimum of 25 years old and must be listed on the Contract. Additional drivers must also be a minimum of 25 years old and listed on the Contract.
- All drivers must have a valid government-issued drivers license.
- The Renter and all additional drivers must be present when the RV is picked up. Renter and all additional drivers must show a valid government-issued drivers license at pickup and allow Manager to photograph the licenses.
- The Renter is required to be an occupant of the RV during the entire rental period.
- The Renter is required to purchase additional supplemental insurance to cover the entire duration of the rental period through the Rental Platform.
- The Renter is financially responsible for all damages (both interior and exterior) to, or loss or theft of, the RV and its contents, which includes the cost of repair or the actual cash value of the RV if it is not repairable or if the Manager elects not to repair it, loss of use, diminished value of RV or its contents caused by damage to it or repair of it, missing equipment, connected with any damage claim whether or not the Renter was at fault.

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- The Renter is responsible for all damage to the RV that is not covered by insurance policies or is in excess of insurance limits. Manager's insurance does not provide coverage on the RV during the rental period. The Renter is responsible for all damage or injury the Renter causes to third parties.

**MANAGER STATEMENTS**

- Manager states that the RV is in working mechanical condition when it is picked up.
- Manager states that the tires are in good condition, are inflated to the proper pressure, and do not show any signs of excess wear.
- Manager states that any cosmetic issues in the RV will be discussed with Renter and documented before Renter takes possession of the RV.
- Manager states that all RV operating instructions will be provided to Renter during the predeparture walkthrough.

**RV LIMITATIONS**

- Renter acknowledges that it is their responsibility to understand the limitations of the RV, including clearance heights, widths, load limits, passenger capacity, and any operating limitations.
- Renter acknowledges the clearance height is 11 ft., 6 in., the overall width is 8 ft., 8 in.
- Renter acknowledges that the RV has a gross vehicle weight rating of 14,000 lbs., comprised of a dry weight of 12,177 lbs. and a cargo weight capacity of 2,323 lbs.
- Renter acknowledges that the RV has 6 seatbelts and no LATCH systems for car seats.
- Renter acknowledges that the RV is designed to accommodate 7 sleeping people.

**PROHIBITED USE OF THE RV**

- RV will not be used or operated:
  - by anyone who is under 25 years of age;
  - by anyone who is not listed as an additional driver on the Contract;
  - to carry persons or property for hire;
  - in any race, test, or similar type contest or activity;
  - in a careless or negligent manner;
  - while the driver is under the influence of alcohol or narcotics, whether legal or illegal;
  - outside the continental United States or Canada;
  - for any illegal purpose or in the commission of a crime;
  - if obtained from Manager by false, fraudulent, or misleading information;
  - on unpaved roads such as logging roads, forest service roads, beaches, or any other unpaved roads, except unpaved roads inside a licensed campground or RV park;
  - to travel to any festival, gathering, or event, including Burning Man, unless explicit written permission is granted to Renter by Manager;
  - beyond the RV's rated weight capacity;
  - to tow or push any other vehicle or trailer;
  - to carry more passengers than the RV has seatbelts;
  - to allow more overnight guests than the RV is designated to hold.
- Prohibited use(s) of the RV violates this Agreement, makes Renter responsible for all loss or damage to or connected with RV, regardless of cause, including but not limited to Manager's expenses, including loss of use and any legal fees incurred.

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**FEES, DEPOSITS, CANCELLATION PAYMENTS**

- No refund is given for late pick up or early return.
- Manager will use the security deposit on hold with the Rental Platform to pay any amounts owed under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, then Renter agrees to pay all charges in excess.
- Any security deposit refunds due to Renter will be paid through the Rental Platform, not from the Manager.
- If Renter wishes to cancel their booking, the Rental Platform will process the cancellation according to the Rental Platform's cancellation policy and process.
- Manager is not responsible for any charges related to the non-availability of the RV for reasons beyond our control, such as breakdowns or late returns.
- Fees are defined throughout the Agreement, and the amounts are listed here in a consolidated location. Schedule of fees:
  - Late Return: \$75 per hour, or any portion thereof
  - Cleaning: \$200, plus \$75 per hour, or any portion thereof, with a maximum of \$450
  - Deep Cleaning: \$450, plus \$75 per hour, or any portion thereof
  - Smoking/Drugs: \$1500
  - Fuel: \$150, plus the actual cost of gasoline and/or propane
  - Holding Tank Dumping: \$150
  - Holding Tank Clog: \$150, plus \$75 per hour, or any portion thereof, for the actual amount of time needed to resolve the clog
  - Key/Retrieval: \$0.75 per mile, round trip
  - Missing Key: \$50 per key
  - Administrative: \$75 per incident

**RENTAL PERIOD COMMENCEMENT (PICKUP/DEPARTURE)**

- The pickup date is specified in the Contract.
- The pickup time specified in the Contract can be modified with Renter and Manager communicating through text messages or the Rental Platform messaging service, providing the pickup occurs on the date specified in the Contract. Deviation from the Contract pickup time is not guaranteed and may only be offered as a convenience.
- Renter must prearrange the actual RV pickup time with Manager no later than 48 hours prior to the requested pickup date.
- There is no refund if Renter picks up later than the booked day of departure.
- Renter and all additional drivers must be present when the RV is picked up. Renter and all additional drivers must show a valid government-issued drivers license at pickup and allow Manager to photograph the licenses.
- At pickup, Manager will complete a predeparture orientation walkthrough of the RV with Renter and all additional drivers. This walkthrough will take approximately 45-60 minutes, depending on any prior experience Renter has with an RV.
- A driving lesson/ride along is REQUIRED with Manager and Renter before RV keys will be turned over to Renter.
- All add-on items must be requested & paid for through the Rental Platform. No add-on items will be available after Renter takes possession of the RV.

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**RENTAL PERIOD CONCLUSION (DROP-OFF/RETURN)**

- The drop-off date is specified in the Contract.
- The drop-off time specified in the Contract can be modified with Renter and Manager communicating through text messages or the Rental Platform messaging service, providing the drop-off occurs on the date specified in the Contract. Deviation from the Contract drop-off time is not guaranteed and may only be offered as a convenience.
- Returning the RV on an earlier date than specified in the Contract must be pre-arranged through text messages or the Rental Platform messaging service. There are no refunds for early returns.
- Any extensions of the rental period must be approved by Manager through text messages or the Rental Platform messaging service. Any agreed rental period extension will be processed through the Rental Platform.
- If Renter is late returning the unit after the agreed upon drop-off time, a late return fee will be charged. Renter is responsible for the cost of any canceled rentals due to Renter's late return.
- If, for any reason, the rental period is extended beyond the original rental period dates, Renter agrees that the terms and conditions of the Contract and this Agreement will also extend and be valid and enforceable for the entirety of Renter's extended rental period. The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect.
- Upon drop-off, a preliminary walk-through will be completed. A return form and photos will be taken by Manager for reporting purposes and/or insurance, per the Rental Platform's requirements. Once a thorough inspection has been completed, any fees or other charges will be deducted from Renter's security deposit at the Rental Platform.
- Renter named on the Contract must return the RV.
- RV drop-off normally takes 30-60 minutes, but it may take several hours if damage documenting/estimating is necessary.
- Renter agrees to return the RV with the gasoline and propane tanks full. If either or both fuel tanks are not full, the Fuel fee will be charged to Renter.
- Renter agrees to return the RV in a clean condition, as defined in the "Cleaning" section. If the RV is not clean, the Cleaning fee will be charged to Renter.
- Renter agrees to return the RV with empty and rinsed black and gray holding tanks, as defined in the "Waste Holding Tanks" section. If either or both holding tanks are not returned empty, the Holding Tank fee will be charged to Renter.
- If the RV is returned without signing return documents or after dark, Renter waives all rights to dispute any claims due to damages, overages, theft, or vandalism.

**TRAVEL AREAS**

- The RV is not to be driven outside of the continental United States or Canada. The RV is not allowed to enter Mexico.
- Manager does not normally rent the RV during the winter season (November through March) but reserves the right to do so on a case-by-case basis at Manager's sole discretion. If allowed, Manager will provide special instructions to Renter at the time of rental. If Renter fails to properly follow winter rules and damages occur, Renter will be responsible for paying for all damages and for any resulting loss of revenue.

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- Manager does not recommend that Renter travel to or through areas with extremely hot weather. During certain periods, these areas may not be habitable and could pose a danger to Renter, their passengers, and the RV. If Renter travels to an extremely hot area they assume all liability and responsibility for paying for all damages and for any resulting loss of revenue.
- The RV is not allowed on unpaved roads such as logging roads, forest service roads, beaches, or other unpaved roads, except unpaved roads inside a licensed campground or RV park. Renter must consult with Manager prior to traveling to verify any roads that may be questionable.
- Renter is responsible for knowing about any travel restrictions along their route, such as vehicle height and width, propane gas, parking, and any other applicable restrictions.

**RV VEHICLE OPERATION**

- The RV engine and generator are designed to run on 87 octane gasoline.
- Gasoline with ethanol blend must not exceed 15% ethanol (E15).
- Some areas may offer lower octane gasoline for sale. Only 87 octane (or higher) gasoline must be used.
- Renter is responsible for checking and maintaining all fluid levels.
- Renter is responsible for damage done to tires and wheels caused by road hazards, such as rocks in the road, nails or screws picked up, hitting a curb, or using the RV on unpaved roadways.

**RV MANUAL**

- The RV Manual is an appendix to this Agreement, and contains instructions for the proper operation of the RV.
- Renter agrees to follow the instructions in the RV Manual.
- A copy of the most current RV Manual is kept in the RV and must stay inside the RV.

**DAMAGES, THEFT, VANDALISM**

- Renter is responsible for any damages, theft, or vandalism including but not limited to the RV, items provided in the RV, interior surfaces and fabrics, beds/bedding, counters, walls, additional extras/addons.
- If a problem persists or Renter has concerns, contact Manager immediately.
- There will be no refund/credit for any lost rental time for any issue(s) that arise. This includes, but not limited to, flat tire(s), weather, all systems within the RV that were working at pickup (refrigerator, heater, LED lights, sound system, etc.), damages to any part(s) of the RV whether Renter was at fault or not, or due to Renter's or any guest's negligence.
- In the event there is any damage above the amount of Renter's security deposit, Renter agrees to be charged through the Rental Platform for any monies due plus processing fees.
- If the RV is returned with damage, including mechanical failure, while the RV was in possession of Renter, Renter is responsible for all damage costs whether the Renter was at fault or not, including acts of force majeure.
- In case of an accident, theft or vandalism, Renter is responsible for obtaining a police report, contacting Renter's personal insurance company, contacting the Rental Platform, and contacting Manager immediately.

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- Most insurances (even supplemental insurances) do NOT cover interior damage or repairs. It is highly recommended to purchase additional interior insurance coverage for interior damage. If interior insurance is not purchased, Renter is fully responsible for the interior damage repair costs, plus any loss of future rental income caused by the damage.
- Most insurances (even supplemental insurances) do NOT cover damage to the awnings. If damage occurs to the awnings, Renter is responsible for the damage repair costs, plus any loss of future rental income caused by the damage.
- Unless authorization is obtained from Manager, no repairs, replacement of parts, or service shall be completed by Renter.

**EXTERIOR STORAGE**

- Transporting or storing items on the RV roof, ladder, or exterior is not permitted.
- Manager allows Renter to use a bike rack or cargo carrier in the RV's hitch receiver. Renter assumes all responsibility for properly securing the rack or carrier in the hitch receiver, and properly securing any load in or on the rack or carrier. Renter assumes all liability for damages or loss from the use of the hitch receiver, including damages to the RV, to other vehicles, to the Renter's or other property, and/or for any injury to any person.
- Exterior storage compartment doors must be closed and locked before driving.
- Renter assumes all risk of theft or loss for any items in unlocked exterior storage compartments or left outside.

**No SMOKING**

- There is NO SMOKING or VAPING, CANDLE BURNING, INCENSE, or OPEN FLAMES allowed in the RV.
- If smoke (including but not limited to candles, cigars, pipes, vapes, e-cigarettes, marijuana, drugs, etc.) is detected Renter will be required to pay a Smoking/Drugs fee.

**No DRUGS**

- The storage, transportation, or use of illegal substances is NOT ALLOWED in the RV.
- If there is any evidence of illegal substances Renter will be required to pay a Smoking/Drugs fee.
- If the RV is returned with any evidence of illegal substance use or transportation, law enforcement will be contacted for a report and to collect the evidence.

**No PETS/ANIMALS**

- No pets or animals of any species or breed are allowed in the RV.
- If pets or animals are in the RV without the knowledge of Manager, Renter will be charged the Deep Cleaning fee.
- Service animals, as defined by the ADA, are allowed at no additional charge. Manager reserves the right to ask ADA compliant questions. *Note: emotional/comfort support animals are not considered ADA compliant.*

**ODORS/COOKING**

- If there is evidence of excessive odors Renter will be charged the Deep Cleaning fee.

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**RV SUPPLIES**

- A list of current included supplies is reviewed on a separate checklist and signed off by Renter and Manager at RV pick-up.
- Renter is expected to put all supplies (camping chairs, grill, etc.) away and out of sight and to lock all doors, windows, & exterior storage compartments when not using or near the RV.
- If any items that are rented or supplied with the RV are missing or damaged beyond normal wear and tear, Renter will be responsible for actual replacement costs of these items.

**RV CONSUMABLES**

- Manager provides some consumable products (toilet paper, paper towels, coffee filters, trash bags, soaps, etc.) in the RV as a courtesy.
- Renter is responsible for purchasing any additional needed consumable products during the rental period.
- If Renter needs additional toilet paper, Renter must purchase “septic safe” toilet paper.
- Manager will not reimburse for replacing consumable products during the rental period.

**BEDS**

- All mattresses have waterproof covers on them. Waterproof covers must always be used on all mattresses to avoid any accidents which could ruin the mattresses.
- If the couch and/or the dinette are used for sleeping, the supplied sheets must be used.
- Renter is responsible for all damage to the mattresses, cushions, and couch.

**LINENS**

- Only bed sheets and kitchen towels are provided with the RV.
- Renter is responsible for providing any additional linens such as pillows, blankets, comforters, bath towels, etc.
- If any provided linens are missing, damaged or stained, Renter will be charged the full replacement cost of the item.

**CLEANING**

- Manager does not charge an upfront cleaning fee. Some Rental Platforms classify the Prep Fee as a “Cleaning Fee” when booking the RV, but it is intended as a Prep Fee; the Prep Fee is not the same as a Cleaning Fee.
- The RV must be returned in a clean condition, substantially the same as it was at Renter pickup.
- “Clean” includes but is not limited to: sweeping the floor, wiping down counters, washing and putting away tableware/cookware, cleaning the stove and microwave, and removing all trash and debris. This applies to the RV interior as well as external compartments.
- If the RV requires more cleaning than normal for the Manager to turn it over, Renter will be charged a Cleaning fee.
- If the RV requires more than a surface cleaning, any reconditioning, or if it is excessively dirty, the Deep Cleaning fee will be charged. The Deep Cleaning fee is exclusive of the Smoking/Drugs fee.

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**WASTE HOLDING TANKS**

- Prohibited Items
  - Black Holding Tank: Only water, human waste, and toilet paper should be placed in the black holding tank through the toilet. All other items, such as feminine hygiene products, wipes (even “flushable” wipes), diapers, tissues, paper towels, etc. will cause it to become clogged and require an exceptional amount of cleaning to clear; these items need to be thrown in the trash. Using an excessive amount of toilet paper can cause a backup or clog in the black holding tank that will require extensive cleaning and/or repair to remove.
  - Gray Holding Tank: Only water and cleaning products should be placed in the gray holding tank through the sinks and shower. All dishware/cookware must be wiped out with a paper towel and thrown away before washing the dishware/cookware; any type of food particles or grease/oil put into the gray tank may cause a clog that will require extensive cleaning and/or repair to remove.
  - If any of the prohibited item(s) or situation(s) above are found in the black and/or gray holding tanks, Renter will be charged the Holding Tank Clog fee.
  - If any damage is incurred, additional fees may apply.
- Renter must empty & rinse the black and gray holding tanks prior to returning the RV, as shown by the capacity indicators (buttons), or be charged a Holding Tank Dumping fee.
- If the holding tanks are emptied but the capacity indicators (buttons) do not indicate that the holding tank is empty, the Holding Tank Clog fee will be charged.

**APPLIANCES**

- The air conditioning, awning, radios, microwave, televisions, antenna, DVD player, USB charging outlets, coffee maker, ceiling fans and vents, swiveling seats, left/right/rear cameras, and stabilizers are considered non-essential convenience items. If any malfunction should occur with any of these items, no compensation will be made to Renter.
- For the air conditioning, televisions, DVD player, microwave, and 120 VAC power receptacles to work, the RV must be plugged into shore power or running the generator.
- Renter is advised to consult the RV Manual provided at the time of pickup. In case of any malfunction, contact Manager immediately for assistance.

**AWNING**

- Manager **STRONGLY** discourages the usage of the exterior awning. Awnings can be damaged very easily from wind, weather, and accidental misuse, and repair or replacement costs can easily exceed several thousand dollars and are not covered by insurance.
- Damages to the awning that occur for any reason, including while driving or from force majeure, are Renter’s responsibility.
- If Renter chooses to use the awning, Renter acknowledges the following:
  - The awning must never be extended when it is windy.
  - The awning must never be extended at night.
  - The awning must never be extended when the RV is left unattended.
  - The awning must never be extended during rain or snow (this holds water on top of the awning and can damage the awning).
  - If the awning is retracted when wet, it must be extended as soon as possible to allow it to dry. A wet awning that stays retracted can get mold, mildew, or rot.



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- Renter is responsible for the total cost of awning repair or replacement.

**LARGE ITEMS**

- Bikes, wagons, or any other large outside toys or items are prohibited from being transported or stored inside the RV.
- If damage occurs, Renter is responsible for the total cost of the repairs.

**ROOFTOP USAGE**

- Manager does NOT allow the use of the RV's rooftop.
- Any evidence of rooftop usage (shoe prints, trash, sagging areas, etc.) will result in a complete/full forfeiture of Renter's security deposit.
- Renter is fully responsible for the total cost of rooftop repair.

**DRIVING VIOLATIONS, TICKETS, AND FINES**

- Renter is responsible for reporting all traffic violations, red light camera tickets, parking tickets, tolls, and/or fines to Manager at RV return.
- Renter is responsible for resolution and payment of all traffic violations, red light camera tickets, parking tickets, tolls, and/or fines occurring during the rental period.
- If Renter resolves and pays traffic violations, red light camera tickets, parking tickets, tolls, and/or fines directly without involving Manager, there is no charge. If Manager is involved or needs to forward notices to Renter, an Administration fee will be charged per event, notice, and/or fine.
- Renter may use Toll Roads by paying at toll plazas or bringing Renter-owned toll tags. *Note: Most toll agencies will work with you and will help you out if you inadvertently drive through a toll plaza and call them right away.*

**GENERATOR**

Since the generator is affixed to the RV, Renter is responsible for the condition of the generator during the rental period. If Renter uses the generator, the following conditions apply:

- Only the on-board generator supplied with the RV is to be used.
- Observe all campground rules regarding generator use.
- Do not leave the RV unattended while the generator is running.
- Do not run a generator overnight or while sleeping due to safety reasons.
- The generator uses gasoline from the RV's gas tank, which is also used for the driving engine. Renter is responsible for monitoring gas tank levels.
- If any malfunction should occur with the generator, no compensation will be made to Renter.
- In case of any generator malfunction, contact Manager immediately for assistance.

**KEYS**

- Renter is provided 1 set of keys to all locks on the RV (door, ignition, loft bed control, all outside compartments, and engine cover). Renter will return all keys when the RV is dropped off.
- If any key is missing upon return of the RV, Renter will be charged a Missing Key fee per missing key.

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- In the event a lockout occurs during the rental period, Renter agrees to pay the Key/Retrieval fee for Manager to drive and unlock the RV. If Manager is en route and Renter finds the key and unlocks the RV, Renter will only need to pay for mileage up to that point, round-trip.
- If Manager determines a locksmith is required for lockout/lost key service, the full locksmith cost is to be paid by Renter to the locksmith at the time of service. Any locksmith service must be approved by Manager before work begins.

**GPS TRACKING**

- The RV and keys have been equipped with a GPS tracking device for safety and must not be removed or unplugged for any reason.
- Failure to accurately report the Renter's destination or giving an arbitrary destination in order to attend a prohibited event will result in complete forfeiture of the security deposit. Renter will be required to return the RV to Manager immediately and no refund will be granted for unused rental dates.
- The tracking device may use surrounding Bluetooth-capable devices to process pinpoint location. A personal cell phone may report that the tracking device is following it.

**PERSONAL PROPERTY**

- All personal property brought into the RV during the rental period is Renter's responsibility.
- Renter releases Manager from all claims for the loss of or damage to Renter's personal property, or that of any other person, left/carried in or on the RV either before, during or after the rental period and drop-off.
- If any item is left behind, Manager will attempt to contact Renter. The item can be returned at Renter's expense.

**ABANDONMENT & MANAGER RETRIEVAL**

- Abandonment means Renter leaves the RV with no intention of returning to it or delivering it back to Manager at the drop-off location.
- If Renter abandons the RV, Renter will forfeit the entire security deposit.
- If Manager must retrieve the RV, Renter will be charged the Key/Retrieval fee for Manager to drive to the RV's location.
- Renter is responsible for all applicable costs for damages, lost or missing keys, missing items or parts from the RV, or any RV towing or transportation.

**PERSONAL INJURY, INDEMNITY & HOLD HARMLESS**

- Renter shall defend, indemnify and hold harmless Manager from and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of the use or possession of the RV including, but not limited to, any and all fines, penalties and forfeitures imposed under any Federal, State, provincial, county, municipal or other statute, law, ordinance, rule or regulation; and to the extent not covered by Renter's insurance any claim of or liabilities to, third persons arising out of the abandonment, conversion, secretion, concealment or unauthorized sale of the RV by Renter or its drivers, agents or employees, or the confiscation by any government authority for illegal or improper use of the RV.
- Renter assumes all risk when renting the RV, and Manager cannot be held responsible for any accident, injury, loss of income, loss of life, or loss of or damage to personal property.

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- Manager makes no warranty of any kind regarding the RV, including express, implied, warranty of merchantability, or that the RV is fit for a particular purpose.
- Manager assumes no liability for how the RV is used during the rental period.

**SEVERABILITY**

If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

**LIMITATION OF LIABILITY**

Under no circumstances will Manager's total liability of all kinds arising out of or related to this Agreement, regardless of the forum and regardless of whether any action or claim is based on contract, tort, or otherwise, exceed the total amounts paid or payable to Manager for the Rental Platform Contract and/or this Agreement.

**MODIFICATIONS/WAIVERS**

This Agreement is between all Parties and shall be binding on their respective successors, heirs, or assigns. No provision within this Agreement can be waived or modified for any reason except in a written document signed by both Renter and Manager. Manager's failure to enforce any rights under this Agreement shall not be deemed a waiver or a continuing waiver of any rights or remedies against Renter, unless such waiver is in writing and signed by the Parties involved.

**JURISDICTION AND VENUE**

Exclusive jurisdiction and venue over all disputes between the Parties arising under this Agreement shall be in, and for such purpose each Party hereby submits to the jurisdiction of, the courts serving Benton County, State of Washington, United States of America. This Agreement shall be construed in accordance with the laws of the State of Washington. Renter agrees that in the event Manager prevails in a suit to enforce this Agreement, Manager shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.