

RECREATIONAL VEHICLE RENTAL AGREEMENT

1. The Parties This Recreational Vehicle (RV) Lease Agreement herein referred to as the (“Agreement”) is made effective on _____ by and between BF Property Holdings with principal business address at 2780 W Directors Row SLC, UT 84104 herein referred to as the (“Owner”) and _____ with permanent address at _____ herein referred to as the (“Renter”).

The Owner and Renter herein are referred to as (“Party”) and collectively as the (“Parties”) with agreement as follows:

Renter hereby agrees that they are over the age of 27, with a valid drivers license within the US and has driving experience exceeding the requirements of operating the RV. Renter hereby also agrees that they have the means required to cover all expenses that may arise from any claim made against Renter by Owner as a result of losses the Owner suffers during the possession of the RV by the Renter. Renter additionally agrees that they understand the risks associated with operating vehicles, especially large ones such as RV’s.

2. Reservations and Payment Reservations and payment shall be handled first through the RVShare.com website or App according to RVShare.com terms of service. In the event that Owner is not compensated for expenses or fees associated with renter’s rental through the website or app, renter agrees to compensate owner any and all applicable fees according to the terms detailed herein which shall prevail over any terms detailed within the app. The terms and conditions of this agreement shall supersede any within the RVShare.com terms and conditions in the event of a conflict between terms.

3. The Vehicle The Vehicle herein is a 2022 Forest River FR3 33DS Motor Coach (Motorhome), recreational vehicle (RV) owned by the Lessor herein referred to as the (“Vehicle”)

3.1. The Renter, after a thorough evaluation of the Owners rental application, hereby agrees to lease the Vehicle described under Section 3 of this Agreement, subject to the terms and conditions as set forth under Section 6 of this Agreement.

3.2. The Renter wishes to lease the Vehicle of the Owner after a thorough inspection of the Vehicle’s overall condition, subject to the terms and conditions as set forth in this Agreement. Details regarding vehicle condition at checkout shall be detailed within the included “Vehicle Checkout & Return Form”

4. Lease Term The lease of the Vehicle shall commence on _____ and shall end on, _____ unless otherwise agreed upon by both renter and owner in writing. Check out time shall be after 3:00 PM and return time shall be before 11:00 AM on the respective dates. A late return fee of \$50 per hour shall be assessed in the event that the RV is returned after 11:00 AM beginning at 11:01 AM at the discretion of the owner. Please allow for no less than a 30 minute orientation upon pickup of the RV.

5. Payment Terms The Renter shall pay all respective fees associated with the Lease as agreed upon through the RV Share App.

5.1. The Renter understands that they shall be responsible to pay a security deposit of \$2,000, which shall be returned by the lessor through the RVShare.com website/ app only in the event that renter abides by all covenants set forth in this agreement, and the RV is returned undamaged. The renter acknowledges and understands that the cost of any damages that are not covered by the deposit or furthermore by the Vehicle's insurance incurred by the renter due to negligence, misuse or abuse by the renter shall be deducted from the security deposit. If charges due to owner exceed the security deposit amount, renter agrees to pay any and all applicable fees immediately due upon return of the RV. Expenses shall immediately be due to owner even if there was insurance coverage on the RV. In the event that there is an insurance payout to owner, owner shall reimburse renter for any previously paid damages, less additional fees associated with the damage and the security deposit. Any damage fees shall first be taken from the security deposit, second paid for by renter, and third paid by insurance.

6. Terms and Conditions Upon signing this Agreement, the renter understands and shall comply with the terms and conditions that come with the leasing of the RV. The renter shall not:

- Use the Vehicle for transporting or housing items that are highly flammable, hazardous, and other illegal and dangerous items;
- Allow unauthorized driver and driver with no driver's license to drive the Vehicle;
- Tow any items with RV without prior written consent;
- Allow the driver to drive the vehicle while under in the influence of illegal drugs or alcohol;
- Transport more items or persons that exceed the carrying capacity of the Vehicle;
- Modify or alter any part of the Vehicle;
- Have pets within RV without prior written consent;
- Sub-lease the Vehicle to any person or entity; and
- Use the Vehicle for speed racing contest.
- For unlawful purposes
- In a careless or negligent manner
- Operate RV in a manner that violates rules of the road, campgrounds, state or federal parks.

- Drive the rv within your skill level
- Exceed the maximum speed you are comfortable with.
- Leave the vehicle unattended for a period to exceed 5 hours or leave the vehicle unattended overnight.
- Leave the vehicle or compartments unlocked when not attended.
- Play the stereo system in a manner that causes disruption to others around renter or damages stereo system.
- Excessively disturb others in campgrounds or camping areas.

Renter should also be aware that the vehicle swings wide both in the direction of your turn as well as the rear opposite direction you are turning. Renter assumes full responsibility for RV. In the vent of malfunction breakdown or if any defect is discovered after acceptance, renter shall immediately report same to owner. Continued use of the RV shall be entirely at renters risk.

7. Turnover and Return of the Vehicle The turn-over of the vehicle shall be on the same date on the commencement date. The owner shall provide the Vehicle's registration and one key to the renter. Prior to the turnover, the renter has the right to examine or evaluate the Vehicle again. After the termination of this Agreement, the renter shall return the Vehicle in a similar condition as when picked up from owner along with the Vehicle's registration and one key with documented acknowledgment. Upon Return the included "Vehicle Checkout & Return Form" shall be filled out and a signed copy shall be retained by both parties.

8. Charges Upon signing this Agreement, the renter acknowledges and understands that the cost of any damages that occur to the vehicle both including and exceeding the security deposit shall be the renters responsibility to immediately reimburse owner upon return. If the renter has insurance on the RV, the renter shall be obligated to pay owner the applicable fees while owner awaits payment of the insurance claim. In the event of claim payment by the insurance company to owner, owner shall reimburse renter for any damages previously paid, if insurance does not pay the claim renter shall remain responsible for the damage costs.

8.1. If the Vehicle is lost due to abandonment, theft, or any similar incident, the renter shall compensate owner any and all fees related to replacing the full replacement cost of the Vehicle up to the full value of the vehicle and all property within the vehicle.

8.2. In the event of accident or other damages, the renter shall be fully accountable for all claims filed by any third-party that occurred during renters possession.

8.3 Owner is not responsible for campground reservations unless agreed upon in writing. All campground reservations must be made separately, any fees that result in assessments by any campground, or other agency during renters possession shall be the responsibility of the renter. Owner can not guarantee availability of campgrounds.

8.4 There is Strict No Smoking/ No open flame Policy in the RV. If the RV is returned with any kind of smoking odor or known presence of open flame, it will result in a minimum of a \$5,000 fine.

8.5 Pets are not allowed in the RV at any time. If it is found that pets have been allowed in the RV, a minimum fine of \$2,000 will be assessed plus any applicable cleaning or fees related to damages.

8.6 The RV shall come with a full tank of Fuel and returned with a full tank of fuel. If the RV is not full when returned a fee of \$20 plus the cost of the fuel shall apply. The RV requires 87 octane or greater.

8.7 The RV shall come with no less than 1/2 a tank of Propane which should be antique to accommodate any rental less than 2 weeks during the summer. In the event that renter runs out of propane, it is their responsibility to obtain the propane required for their stay. Renter shall not be responsible for returning the propane tank full after the rental.

8.8 The RV is equipped with a 50 gallon fresh water tank, 50 gallon black tank and 50 gallon gray tank. The RV should come with at least 50% fresh water, and empty holding tanks. It is the renters responsibility to dump holding tanks prior to the end of their reservation, otherwise a \$75 fee shall apply.

8.9 Renter agrees to maintain 50% or greater battery charge in the house batteries, failure to do so could result in damaging the house batteries and would require replacement of the house batteries. Battery levels are maintained using the equipped solar system, onboard generator, or electrical hookups.

8.10. Renter hereby agrees to return the RV in the same condition as when the renter took possession. If the renter opts to have the RV cleaned a \$200 basic cleaning fee may apply. If cleaning is deemed to be excessive, additional cleaning fees shall apply.

8.11. If the RV and/or the contents in the RV damaged or lost during your rental period, you are responsible to pay all damage/ replacement costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc.). If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately. At check out, Owner will estimate the damage, however shall not be held to the estimation until actual quotes are generated. Renter agrees to pay any applicable costs associated with the damage or loss as well as any lost revenue related to the RV during the repair period. Lost revenue shall be deemed at the rate of \$200 per day that the RV is out of service due to the damage or repair time.

8.12 Any lost key shall be a \$500 Fee to replace, the full set of keys (3 keys total) shall be a \$1,000 Replacement Fee.

8.13 Renter hereby agrees to pay interest on any fees at the rate of 24% annually on any past due balance due from the date of return plus court costs and reasonable attorney fees incurred by owner with or without suit and a collection fee up to 40% of the principal balance plus

interest if renters account is assigned to a collection agency.

8.14 During last assessment, Replacement cost of RV and gear was assumed to exceed \$195,000 plus down time.

9. Indemnification Liability and indemnity: Renter hereby agrees to hold their-self their heirs, personal representatives and assigns and release and discharge owner employees agents and assignees from any and all claims, loss., costs, damages, expenses, actions, judgements ,and attorney fees which renter or renter(s) heirs, personal representatives assignees may have or claim to have against owner, employees, agents, and assignees. Further renter hereby agrees to defend, indemnify and hold harmless owner from all claims, damages, demands, costs, expenses, actions and judgements which are created by or arise our of renters operation of the RV during the rental period. Renter agrees to pay all claims brought by third parties resulting from the operation/ and or use of the RV during the rental period. A refund shall not be given in the event of any and or all component or equipment malfunction during the course of the rental. Or due to bad weather. Renter agrees to inspect the RV prior to departure and notify Owner of any issues prior to acceptance of RV and assumption of liability of the RV.

Renter additionally releases owner, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in or on RV or in our offices, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility.

Renter releases Owner, our agents and employees from all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use RV, our negligence, or was otherwise our responsibility.

10. Warranties Upon signing this Agreement, both Parties has warranties, which are the following:

10.1. The Owner warrants that the Vehicle is in good running condition to the best of their knowledge with no pending cases or records as an evidence from any criminal cases.

10.2. The Renter warrants that it has the capacity, license, and knowledge to operate the Vehicle. Moreover, the Renter warrants that it shall comply with the terms and conditions of the Renter as set forth in this Agreement, and it shall not own or interest any proprietary rights of the Vehicle.

10.3 Many RV components including but not limited to the A/C, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to renter. For assistance, you are advised to download the Forest

River Owners Guide application for troubleshooting guide. There shall be no discount or refund due to early return of the RV.

11. Termination of Agreement Owner shall have the right to terminate this Agreement at any time for any reason.

12. Waiver. Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

13. Notice All notices concerning this Agreement or any concern related to the Vehicles shall be sent through the RV Share App messaging system when not an emergency, or through text/ phone to the owner at 801-656-5730 when an emergency situation arises.

14. Governing Law This Agreement shall be interpreted and enforced according to the substantive laws of the State of Utah without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court located in Salt Lake City, UT, or other prevailing court with Jurisdiction located in Salt Lake in the event of legal action taken by either party to enforce this agreement.

15. Severability If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

16. Attorneys' Fees In the event a dispute arises regarding this Agreement, Owner shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which owner is entitled.

17. Modifications: No term of this Agreement can be waived or modified except by a writing that we have signed.

18. Entire Agreement This Agreement constitutes 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. This Agreement can only be amended by a writing signed by all parties.

19. Accidents: In the event of an accident, the very first thing you should do is call for or render medical aid to any person needing medical attention. Call the closest police/state patrol office and have an accident report taken at the time and location of the accident. A copy of this report must be provided to both Owner when the vehicle is returned, and to the proper insurance carrier within 24 hours of the accident. Immediately after calling emergency personal and verifying that there is not a current emergency, renter shall notify owner at 801-656-5730.

20. Drivers The following individuals shall be the only ones approved to drive the RV, operate the generator, operate the jack system, and operate the slide outs during the rental period. Each driver must undergo orientation and be listed as drivers on the RVShare insurance policy.

Primary Driver Full Name D.O.B. DL State & Number

Primary Driver Home Address

Driver #2 Full Name D.O.B. DL State & Number

Driver #3 Full Name D.O.B. DL State & Number

Signature

Prior to signing this Agreement, both Parties have thoroughly read and understand the terms and conditions set forth herein. Renter hereby agrees to the above terms and personally guarantees they will cover all fees associated with this contract.

I hereby accept the terms listed on this contract and agree to cover all expenses that may result while the RV is in my care. I assume all responsibility for the RV while it is in my care including injury to myself, my passengers, and others around me. I agree to return the RV in a similar condition as when I accepted it.

RENTER FULL NAME

OWNER NAME

RENTER SIGNATURE

OWNER SIGNATURE

DATE

DATE

Vehicle Checkout & Return Form

Checkout

Date_____ Return Time_____ Odometer_____ Fuel Level_____

Generator Hours_____ House Batt Level_____ Fresh_____ Gray Water_____ Black Water_____

Document Damage

Exterior:_____

(Continue on Reverse if necessary).

Interior:_____

(Continue on Reverse if necessary).

Renter Initials_____ Owner Initials_____

Return

Date_____ Return Time_____ Odometer_____ Fuel Level_____

Generator Hours_____ House Batt Level_____ Fresh_____ Gray Water_____ Black Water_____

Document Damage

Exterior:_____

(Continue on Reverse if necessary).

Interior:_____

(Continue on Reverse if necessary).

Renter Initial_____ Owner Initials_____

Pre Rental Checklist

Important Contact Information:

Blake Fotheringham Cell: 801-656-5730 Email: bfotheringham@hotmail.com

Office number: 801-886-7211

Important Specs:

RV Height: 12'6", Length: 35', Width: 110" (Slides In), Fuel Capacity: 80 Gal, Fresh Water:52 Gal, Gray Water: 42 Gal, Black Water: 42 Gal.

Please verify that the owner reviews all of the following systems prior to your departure

Checklist:

- Full Exterior inspection including jacks, undercarriage, exhaust.
- Tire Inspection
- Overview of storage compartments
- Overview of power system
- Overview of propane
- Overview of water & dumping
- Full Interior Inspection.
- Engine Start
- Check running Lights
- Driving Tips
- Auto Level System & Jacks
- Stereo System
- Front Seat Swivel and Adjustment including review of slide clearance for Drivers Seat
- Control Panel overview
- Slides
- Tank levels
- Generator Starts
- Climate Controls
- Bathroom & toilet overview including tabs & Toilet Paper
- Refrigerator
- Kitchen
- Recliners
- TV's
- Satellite & wifi booster
- Vents & Fans
- Awning
- Automatic Steps
- Power Bunk & ladder
- Converting Dinette to bed