

Rental Agreement Terms and Conditions

1. Definitions.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign, or we provide at the time of rental.

"Renter" or "Renters" means each person identified on the front of this Agreement as a Renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the Renters' direction. All persons referred to as "Renters are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"Equipment" means the Vehicle and Trailer listed on the front of this Agreement, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

"Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.

"Loss of use" means the loss of our ability to use the Equipment for any reason due to damage to it, or loss of it, during this rental; loss of use is calculated by multiplying the number of days from the date the Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract including for rental of the Equipment. We may repossess the Equipment at Renters expense without notice to Renters, if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees we incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment We makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment, except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. Condition and Return of Equipment. Renters must return the Equipment to our rental office or other location we specify, on the date and time specified in this Agreement hereto, and in the same condition that Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Equipment until we inspect it upon our next opening for

business. Service to the Equipment or replacement of parts or accessories during the rental must have our prior approval. Renters must check and maintain all fluid levels.

4. Responsibility for Damage or Loss; Reporting to Police. Renters are responsible for all damage to, or loss or theft of, the Equipment, which includes the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if we elect not to repair the Equipment, plus loss of use, diminished value of the Equipment caused by damage to it or repair of it, and our administrative expenses incurred processing the claim, whether or not Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to us and the police as soon as Renters discover them.

5. Prohibited Uses. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:

- (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;
- (b) by anyone under the influence of any drug or alcohol;
- (c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment;
- (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;
- (e) to carry persons or property for hire;
- (f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, _ to teach anyone to drive, or to carry objects on the roof of the Equipment;
- (g) in any race, speed test or contest;
- (h) to carry dangerous or hazardous items or illegal materiel;
- (i) for travel outside of the United States or Canada, specifically excluding travel into Mexico;
- (j) when loaded beyond its capacity as determined by the manufacturer of the Equipment;
- (k) on unpaved surfaces, except at designated campgrounds;
- (l) to transport more persons than the Equipment has seat belts, or to carry persons outside the passenger compartment;
- (m) to transport children without approved child safety seats as required by local law;
- (n) when the odometer has been tampered with or disconnected;
- (o) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment;
- (p) in a manner that causes damage to the Equipment due to inadequately secured cargo;
- (q) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and
- (r) for anyone sitting, standing or lying on the roof of the Equipment.

6. Insurance. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury

Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

7. Charges. In addition to the basic trip cost stated on Exhibit B hereto, Renters will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including:

- (a) time and mileage for the period Renters keep the Equipment, or a mileage charge based on our experience if the odometer is tampered with;
- (b) charges for additional drivers;
- (c) optional products and services Renters purchased;
- (d) fuel throughout the trip, or if Renters return the Equipment with less fuel than when rented;
- (e) applicable taxes;
- (f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges and other expenses involving the Equipment assessed against us or the Equipment;
- (g) all costs, including pre- and post-judgment attorney fees, we" incur collecting payment from Renters or otherwise enforcing or defending our rights under this Agreement;
- (h) a 2% per month late payment fee, or the maximum amount allowed by law, on all amounts paid after payment is due;
- (i) \$50, plus \$5/mile for every mile between the renting location and the place where the Equipment is returned, repossessed or abandoned, plus any additional recovery expenses we incur;
- (j) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay us with a check returned unpaid for any reason; and
- (k) a reasonable fee to clean the Equipment if returned substantially or materially less clean than when rented.

8. Deposit We may use Renters' deposit to pay all charges owed to us under this Agreement.

9. Renters' Property. Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the loss or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.

10. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us for any criminal reports or prosecutions that we take against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If Renters wish to extend the rental period, Renters must return the Equipment to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and us. All prior representations and agreements between Renters, Authorized Drivers and us regarding this Agreement are void.

12. Waiver, Damages, Assignment. An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations

under this Agreement. Our acceptance of payment from Renters or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

13. Trip Termination. The Trip shall terminate at the earlier of the end of the Trip described in the Agreement, or at any time prior to the completion of the Trip by us in its sole discretion with or without cause by giving cancellation notice orally or in writing to any Renter. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of this Agreement shall survive any expiration, termination or cancellation of the Trip and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

14. Headings. The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.

15. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

16. Jurisdiction, Venue. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of California. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in San Diego County, California. The Renters and Authorized Drivers irrevocably consents to such jurisdiction.

By renting this RV you agree and adhere to the additional TOS listed below as well as the “Delivery Inspection Report - Rental Addendum”. You also agree and understand that there are no Refunds, all sales are final, and no warranties have been written or implied. You are renting the RV AS-IS WHERE-IS. Cancellations will be adhered to the “Strict Cancellation Policy” as listed in the website or RV Rental Agreement. Only medical emergencies, dead or military members that are subject to change of orders are eligible to receive a full refund minus RV Rental Platform fees if applicable and forfeiture of \$200.00. For those instances in which you will not be able to enjoy your vacation at a campsite you reserved due to fire, hurricane, or other type of natural disasters you will be eligible to modify your schedule at a later time for the same amount of days and services paid with your reservation as per our calendar availability, this re-scheduling for natural disasters will NOT be eligible for refund. This RV cannot be taken to Mexico. You can only park or set the RV at a legal parked location, at no time would you put our property at any location that is illegal, unpaid, unsafe or where extreme damages can occur. Customer also agrees that they are not authorized to abandon our RV at any location or authorize a third-party company to do repairs, maintenance, modifications or replacements to our units without written consent from RV Owner; by abandoning our RV the customer agrees and understand that they will be legally and financially liable for all costs associated with the recovery, transportation, storage, towing and any other expense associated to recovery and transportation of the RV to their original departure location. Nobody under the age of 25 years old shall be allowed to drive or tow the RV, only those drivers approved in the rental agreement and insurance company can operate the unit. Climbing on the roof is forbidden, violation of this policy is an immediate forfeiture of the customer’s entire deposit plus any additional damages.

RESERVATIONS AND TRANSACTIONS

All reservations and transactions made through the Site or direct contact are subject to RV Owner's acceptance, which is in our sole discretion. Without limitation, this means that RV Owner may refuse to accept or may cancel any reservation or transaction, whether or not the reservation or transaction has been confirmed, for any or no reason, in our sole discretion, and without liability to you or any third party. Rental contracts between RV Owner and websites RV Rental Platforms users are exclusively entered at location of RV Owner and its affiliates and their respective owners privately or through a business setting and are not entered into through this Site.

DEBIT AND CREDIT CARD BLOCKING

RV Rental Company or RV Owner will place a hold — or a block — on your debit or credit card to protect themselves from possible charges beyond the authorized amount. They don't process the blocked amount unless you fail to return the car as specified in your contract or there are damages and overages with the RV during your reservation. The amount that will be hold or blocked will be at least equal to the company or RV Owner Insurance deductible amount. Your spending limit on your card may be reduced by the blocked amount until shortly after you return the car.

NO WARRANTY

While we use our reasonable efforts to maintain the accuracy, operation, performance and reliability of the RV or their entire systems and mechanical aspects, we do not warrant or represent that it will always function or be error-free. We assume no responsibility or liability for errors or omissions for the RV or for problems with its operation or performance. Your access and use of the RV are at your own risk. Without limiting the foregoing, THE SITE, RV OWNER OR RENTAL PLATFORM, ITS CONTENT AND ANY PRODUCT OR SERVICE OFFERED THROUGH IT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TV OR RADIO RECEPTION, NAVIGATION SYSTEMS RECEPTIONS TITLE AND NON-INFRINGEMENT. Some jurisdictions do not allow the exclusion of certain warranties, so the above may not apply to you but in such cases all local, State and Federal laws will prevail as allowed.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE RV OWNER, ITS RELATED COMPANIES, AND EACH SUCH COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS, USE OR INABILITY TO USE THE RV, ANY INFORMATION PROVIDED BY THE RV OWNER OR RENTAL PLATFORM OR ANY TRANSACTION ENTERED INTO THROUGH THE SITE.

Some jurisdictions do not allow the exclusion of certain damages, so the above may not apply to you but in such cases all local, State and Federal laws will prevail as allowed. If any authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law.

INDEMNITY

You agree to indemnify and hold RV Owner and or RV Rental Platform website and its related companies and each of their respective directors, officers, employees and agents harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and costs, arising, directly or indirectly, in whole or in part, out of your violation of any law or the rights of any person.

ARBITRATION

YOU AGREE THAT ANY DISPUTES WILL BE RESOLVED BY SMALL CLAIMS AS ALLOWED OR A SUPERIOR COURT LOCATED AND WITH JURISDICTION AT THE CITY AND STATE WHERE THE RV IS LOCATED AT AND THAT

YOU ARE MAINTAINING YOUR RIGHT TO A JURY TRIAL AND RETAINING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE NOT WAIVING YOUR RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES. YOU ALSO UNDERSTAND THAT BOTH PARTIES CAN USE **MEDIATION** AS PER THEIR SOLE DISCRETION AND MUTUAL AGREEMENT.

ELECTRONIC COMMUNICATIONS AND GPS LOCATORS:

By using the Site to communicate with RV Owner and or by renting an RV from RV Owner, you consent to receiving electronic communications and notices from the site or RV Owner. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. By renting the RV you agree and authorize the use of a GPS Locator at any given time without notice.

COOLING-OFF PERIOD

As per the FTC this reservation does not qualify for the "Cooling-Off" Period after paying for a reservation because the entire transaction was made on line by text or telephone.