

OUTDOORS RV RENTALS LLC
RESERVATION TERMS & CONDITIONS

(Applies to Direct Rentals and Outdoorsy / Wheelbase Bookings)

1. Driver Qualifications & Insurance

All drivers who will operate the RV must be **approved and listed on the rental agreement or applicable booking platform prior to vehicle operation**. There is **no limit on the number of drivers approved**, provided all drivers meet the requirements below.

Each driver must:

- Hold a **valid, full, and unexpired driver's license** for the entire rental period
- Be **at least 25 years of age**
- Have held a full motor vehicle driver's license for **a minimum of one (1) year**

U.S. Drivers

All U.S. drivers must provide basic contact information and **maintain personal automobile liability insurance** that meets applicable legal requirements. Renters acknowledge that personal auto insurance may not cover rented recreational vehicles.

International Drivers

International drivers must present a **valid passport** (passport cards are not accepted). If the driver's license is not in English, an **International Driving Permit (IDP)** or a **certified English translation** must be provided with the license.

International drivers are **required** to purchase and maintain the applicable **Outdoorsy / Wheelbase RV rental insurance or protection plan** for the full duration of the rental.

Approved Driver Requirement

Operation of the RV by any unapproved or unlisted driver is a **material breach of this agreement** and may result in **no insurance coverage and immediate termination of the rental**, with no refund.

2. Reservation Period & Rental Charges

All rentals are charged based on the **reserved rental period** and **scheduled pickup and return dates, not by the hour**.

- Rental charges apply for **each reserved calendar day** of the reservation period, regardless of actual usage or occupancy.
 - A reservation day includes the **scheduled pickup and return time windows** established for the rental.
 - **Late returns, extended possession, missed return windows, after-hours returns, or unauthorized extensions** may result in **additional daily rental charges, late fees, administrative fees, and/or other damages** as outlined in this Agreement.
 - **Early returns, unused reservation days, weather conditions, campground issues, travel delays, mechanical interruptions not caused by Owner negligence, or changes in travel plans** do **not reduce or refund rental charges** unless otherwise required by law or expressly approved in writing by Owner.
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3. Pickup & Drop-Off Schedule (By Appointment Only)

Normal Business Hours

Pickup: Monday–Friday, **10:00 AM - 3:00 PM**

Drop-Off: Monday–Friday, **10:00 AM – 3:00 PM**

All pickups and returns are **by appointment only**.

Applicants must pick up the RV personally unless a delivery option has been approved in writing.

Allow **1–2 hours** for orientation, paperwork, and walkthrough at pickup. A thorough orientation helps prevent issues during your trip.

Please be **on time** for your scheduled appointment. Late arrival may delay departure and affect other renters.

- **Late arrival fee:** \$25 per hour
 - Late arrivals may reduce or eliminate orientation time at Owner's discretion
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4. Optional Time Upgrades

Subject to availability and advance approval:

- **Half-Day Time Upgrade:** Early pickup and/or late drop-off
- **Sunday / Holiday Drop-Off:** Available by request

For Saturday and Sunday or holiday returns, staff may be called in, as insurance requirements mandate **same-day, time-stamped return photos**. Additional fees may apply.

Last-minute changes are not guaranteed and may not be accommodated.

5. Late Returns & Additional Nights

Strict late return policies apply:

- Grace period: **30 minutes**
 - Up to 1 hour late: **\$100**
 - More than 1 hour late: **Additional night charged**
 - **Returns beyond the approved return window of 3pm:** Charged as an **additional night** at the published nightly rate
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6. Deposits & Payments

Direct Reservations

- Reservations made **45+ days** prior to departure require a **50% deposit** to confirm
- Reservations made **within 45 days** of departure require **full payment at booking**

Refundable Damage Deposit

- \$1,000 — Campervans, Camper Cars, Travel Trailers
- \$1,500 — Class C Motorhomes
- Due **3 days prior to departure**

Accepted Payment Methods:

Visa, MasterCard, American Express, Discover
(No personal checks accepted)

For **Outdoorsy / Wheelbase bookings**, payment timing, deposits, and processing are governed by the platform's checkout and terms.

7. Cancellation Policy

All pre-paid amounts are **non-refundable**.

If Owner is able to re-book a cancelled reservation, a partial refund **may** be issued based on:

- Rebooked days
- Rate differences
- Credit card and processing costs

For Wheelbase or platform insurance packages:

- Most protection packages are refundable per provider rules
 - **Trip insurance is non-refundable**
 - Cancellation deadlines vary—renters are encouraged to cancel as early as possible
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8. Acknowledgment

By signing below, Renter acknowledges understanding of:

- Daily rental billing
- Pickup and return schedules
- Driver approval and insurance requirements
- Late fees and additional day charges
- No-refund policy for early returns or inconveniences

Renter Signature: _____

Date: _____

SAFETY ACKNOWLEDGMENT (ALL RVs)

FOR YOUR SAFETY — PLEASE READ CAREFULLY

The following information is provided to ensure you understand the basic requirements for safe RV operation. These items will be reviewed during your orientation. Failure to follow these safety rules may result in serious injury or death.

Core Safety Rules

1. **Seat Belts:** Always use factory-installed seat belts while the vehicle is in motion.
2. **No Riding in Unbelted Areas:** Beds, bunks, sofas, dinettes, or seats **without seat belts** are not safe to occupy while driving.
3. **Fueling Safety:** When refueling gasoline, diesel, or propane, **turn OFF** the furnace, water heater, refrigerator, stove, generator, and any open flame.
4. **Secure Items:** Secure all loose items before driving.
5. **Backing:** Always use a spotter/lookout when backing up—even if a rear camera is installed.
6. **Clearance:** Know your total height (including roof accessories) and verify clearance before passing under any object.
7. **Doors:** Keep all doors locked while the vehicle is in motion.
8. **Hot Exhaust Ports:** Furnace and water heater exhaust ports become extremely hot. Avoid contact—burn hazard.

9. **Emergency Exits:** Emergency windows/exits are for emergencies only. Falling hazard exists if opened improperly—warn children.
10. **Wet Surfaces:** Showers and tubs are slippery when wet. Do not use them while the vehicle is in motion.
11. **Roof Hazard:** Roof access is dangerous. Use extreme caution if accessing the roof for any reason.
12. **Tires:** Never attempt to change RV tires yourself. Contact a qualified professional tire facility/roadside service.
13. **Trip Hazards:** Stairwells and steps are hazards in low light—use caution and minimal lighting as needed.
14. **Awning Safety:** Awning operation can cause hand/finger injury. Do not operate until you understand its operation.
15. **High Winds:** Discontinue travel in high wind conditions. Pull over and wait for conditions to improve.

Safety Reminder: Read all manufacturer safety materials. Follow all local, state, and national traffic laws. Plan your route and know your vehicle's limitations.

Safety Initials: _____

DRIVING GUIDANCE (MOTORHOMES / DRIVABLE RVs)

An RV is not difficult to drive, but it is **wider, longer, and heavier** than a passenger vehicle. These differences require safe driving habits:

Higher driving position: Improved visibility; extra reaction time needed.

- **Longer stopping distance:** An RV takes longer to brake. Do not follow too closely.
- **Lane position:** Drivers often drift too far right—make conscious adjustments.
- **Clearance: Minimum height clearance is 13 feet** (including roof accessories). Watch for tree branches, gas station canopies, and low overhangs.
- **Turning & rear overhang:** Wider turns and a larger turning radius. Rear end may drag on steep transitions (driveways/ramps).

Wind and trucks: Reduce speed in crosswinds and during overtaking situations, as buffeting from passing vehicles is a common occurrence.

Backing and Tight Areas

Use mirrors, go slowly, and use a spotter outside whenever possible. Maintain visual contact with your spotter via mirrors.

Mountain Driving

Monitor engine temp; stop if overheated.

- Use lower gears on climbs/descents to reduce brake overheating.
- If brakes begin to fade, stop safely and allow brakes to cool.

Gravel / Dirt Roads

No Gravel driving, except at licensed public campgrounds or if authorized by us in writing.

Slippery Roads

Traction may feel better due to weight, but if you slide, the RV's mass can carry it farther. Slow down and drive conservatively.

Backcountry Roads

Avoid rough/overgrown roads. Narrow tree-lined routes and uneven surfaces can cause damage and unsafe conditions.

Highway Courtesy

If traffic stacks behind you, use turnouts when safe to let faster vehicles pass.

Windy Conditions

High-profile vehicles are affected by wind. Slow down. If conditions are unsafe or advisories are issued, pull over and wait.

Freezing Weather

Below freezing, systems can be damaged if not winterized/managed properly. Follow the cold-weather procedures provided and contact us with questions.

Braking Distance Rule of Thumb

Brake early and leave extra space. A common guideline is **one vehicle length for each 10 mph** (more in rain/snow or on descents).

TOWABLE TRAILER DRIVING RULES (TRAVEL TRAILERS)

If you are towing a trailer, you agree and acknowledge:

- Your tow vehicle must have the required **towing capacity and tongue weight rating**.
- If required by weight, you must have a properly installed and functioning **brake controller**.
- You must have the correct wiring harness (most towables require a **7-pin blade**).
- If you use your own hitch/receiver, it must be the correct ball size and properly rated; you assume risk if your equipment fails.
- If weight distribution/sway control is provided or required, you agree to use it and tow at safe speeds to avoid sway (“fishtailing”).
- Always confirm safety chains, breakaway cable, and wiring are connected before moving.
- When parked, engage parking brake and use wheel chocks before disconnecting.
- Avoid high winds, especially crosswinds.
- Recommended towing speed is **55 mph** (or lower if conditions require).
- Increase stopping distance and avoid sudden steering/braking.
- Use a spotter when backing; avoid sharp angles to prevent jackknifing.
- Maintain ground clearance and watch for dips, bumps, and uneven terrain.
- Watch for overhangs and tree branches.
- Allow extra clearance on turns—trailers swing wider than your tow vehicle.

Final Safety Statement: Failure to follow safety rules may result in injury or death. Read all manufacturer materials, follow all traffic laws, plan your route, and operate within the vehicle’s limitations.

ACKNOWLEDGMENT

I acknowledge that I have read the safety and driving guidance above, have had the opportunity to ask questions, and understand the proper and safe operation of this rental vehicle.

Renter / Driver Initials: _____ **Date:** _____

CONDITIONS OF RETURN & SECURITY DEPOSIT

Condition at Return

Return the RV in **the same condition as when you left**, except for normal wear. If the RV is returned in satisfactory condition, the **refundable security deposit** will be released.

- Deposits paid in cash will be refunded by company check.
- Deposits charged to a credit card will be credited back to the original card.
- Deposits are typically returned **within 14 business days** after inspection.
- If damage is discovered, processing may take longer and you will be notified by email following inspection.

DAMAGE RESPONSIBILITY

Non-Collision Damage

You are responsible for **all non-collision damage not documented prior to departure**.

- You must inspect the RV inside and out at pickup.
- Any existing damage must be noted on the departure form and/or documented with photos.
- We strongly recommend taking photos of the entire RV before departure.
- Any damage not documented at pickup will be assumed to have occurred during your rental.

Examples of non-collision damage include (not limited to):

- Upholstery or carpet stains
- Smoking or marijuana odor
- Pet odor, hair, or evidence of unauthorized pets
- Cabinetry scrapes, gouges, or broken hardware
- Damage caused by misuse or abuse of interior systems, appliances, or vehicle components

Exterior Damage

- **Photos of all exterior sides are required before departure and upon return — no exceptions.**
- If exterior damage is found and you cannot provide proof it existed before departure, you are financially responsible for all repairs.
- The security deposit may be applied toward repair costs.
- If repair costs exceed the deposit, you remain responsible for the balance, including insurance deductibles where applicable.
- Exterior repairs may take **several months**, and financial responsibility remains until repairs are completed.

CLEANING REQUIREMENTS

Interior Cleaning

The RV must be returned clean and ready for the next renter, including:

- Bathroom: toilet, sink, counters, and shower cleaned
- Kitchen: all appliances, sinks, and countertops wiped clean
- Windows, mirrors, and windshield cleaned
- Floors vacuumed; protective carpet coverings wiped clean

- Upholstery vacuumed and clean (including under cushions and mattresses)
- Driver area cleaned: dashboard, instrument panel, cup holders, armrests

*Interior cleaning may take our trained staff up to **three (3) hours**.*

Exterior Cleaning

- RV must be washed, dry, and free of bugs
- All compartments emptied, vacuumed, cleaned, and organized
- Compartment door jambs and entrance door jamb cleaned
- Windows, mirrors, and windshield cleaned

*Exterior cleaning may take up to **two (2) hours**.*

PRIOR TO RETURN

Before returning the RV, Renter agrees to:

- Refill fuel and propane to departure levels
- Empty and flush holding tanks
- Remove all personal belongings and trash

Extraordinary cleaning or restoration beyond standard cleaning will be billed separately.

- **Special or excessive cleaning** (e.g., carpet shampooing, leather treatment, heavy odor remediation) will be charged a **minimum of \$300**
- Additional cleaning is billed at **\$75 per hour** (rates subject to change)

OPTIONAL CLEANING & SERVICE FEES

(Prices subject to change until pickup date)

Turnkey Return & Reset Service

Includes routine interior/exterior cleaning, dumping tanks, refilling propane and water, and starter supplies. Does **not** include steam cleaning, gasoline, clogged tanks, misreading corrections, or damage repair.

Additional cleaning beyond package: **\$75 per hour per person**

Standard Cleaning Rates (if not purchased):

- Interior cleaning: \$75
- Exterior cleaning: \$225 (\$75/hr)
- Dump both tanks: \$200
- Fill propane: \$100
- Fresh water fill: \$0

Base Turnkey Return & Reset Service Pricing by Unit Type:

- Teardrop Trailer: \$150
- Class B (Travel Van): \$125
- Class C Motorhome: \$325

- Travel Trailer: \$350
- Class A Motorhome: \$400

Mandatory Burning Man / Extreme Cleaning Fee:

- Micro Campervan: \$1,500
- Class C Motorhome: \$5,000

Burning Man events and travelling to this region is unauthorized. An additional fine of \$1,000-\$3000 will be charged along with the mandatory cleaning fees specified above. As the unit will need to be removed from renting for 1 week as to provide the required cleaning services.

RETURN TIME & LATE FEES

The RV must be returned **emptied, unloaded, and on time.**

- Grace period: **30 minutes**
- Up to 1 hour late: **\$100**
- More than 1 hour late: **Additional night charged**

NO REFUNDS FOR EARLY RETURNS OR INCONVENIENCES.

USE & OPERATION POLICIES

Non-Smoking / Marijuana

This is a **non-smoking, non-marijuana** RV.

- Violation fee: **\$500 minimum**
- Additional remediation costs may apply

Generator

Generator required for A/C, outlets, microwave, and entertainment when not plugged in.

- \$5.00 per hour **or**
- Unlimited generator: **\$15 per night**

Fuel

Fuel must match departure level.

- Refueling service fee: **\$49 + fuel cost + 5% credit card processing fees**

Propane

Propane must match departure level.

- Service fee: **\$100 (includes propane)**

Holding Tanks

- Must be fully dumped and rinsed
- Fee if not emptied:
 - Drivable RV: \$200

- Towable RV: \$300

Awning

Awning use is **not permitted unless approved**.

- Unauthorized use fee: **\$200**
- Approved use may require an additional **\$500–\$1,000 deposit**
- **As electronic awnings replacements can cost up to \$6,000 to replace.**

Windshield / Rock Chips

Renter is responsible for all rock chips and windshield replacement if damage is not repairable.

Tolls & Citations

Tolls are billed when received, which may take several months.

- Toll processing fee: **\$25 each**
- Citation processing fee: **\$75 each**

Pets

No pets unless pre-approved and documented.

- Unauthorized pet fee: **\$300 minimum**

Mileage

Excess mileage is charged at **\$0.35–\$0.99 per mile**, depending on rental.

Tires

Renter is responsible for flats and blowouts unless a manufacturing defect is proven.

Towing

Towing of any vehicle or trailer is **not permitted**.

Amenities & Equipment

Renter is responsible for all included and rented equipment. Missing or damaged items will be charged at replacement cost.

FINAL ACKNOWLEDGMENT

Once you sign and take possession of the RV, **you are fully responsible for the vehicle**. This includes damage, vandalism, acts of nature, tires, glass, and all associated costs.

I have read, understand, and agree to the Conditions of Return, fees, and responsibilities outlined above.

Renter Initials: _____

Date: _____

OUTDOORS RV RENTALS LLC

RENTAL AGREEMENT TERMS AND CONDITIONS (“Terms & Conditions”)

1. Definitions.

For purposes of this Agreement, the following definitions apply:

- **“Agreement”** means all terms and conditions contained in these Terms & Conditions, the “Face Page,” and any additional documents you sign or that we provide at the time of rental.
- **“Charges”** means all fees and charges incurred under this Agreement.

- All amounts payable under this Agreement shall be payable in **U.S. Dollars**.
- **“Diminished Value”** means the actual or perceived loss in market value or resale value that results from a direct or accident loss, even if the Vehicle is repaired.
- **“Including”** or **“Includes”** means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions.
- **“Loss of Use”** means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during the Rental Period, including, without limitation: use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees.
- **“Rental Period”** means the period from the time you take possession of the Vehicle until the time the Vehicle is returned to, or recovered by, us and **checked in by us**.
- **“Vehicle”** means the recreational vehicle, motorhome, truck camper, or other motorized vehicle identified in this Agreement (and any vehicle we substitute), including all tires, tools, accessories, equipment, appliances, keys, and Vehicle documents.
- **“Vehicle License Fee,” “Vehicle Licensing,”** or **“Vehicle License Cost Recovery Fee”** means a vehicle license cost recovery fee based on our estimated average per-day, per-vehicle portion of our total annual vehicle licensing, titling, and registration costs.
- **“You”** or **“your”** means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver, and every person or organization to whom Charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are **jointly and severally** bound by this Agreement.
- **“We,” “our,”** or **“us”** means **Outdoors RV Rentals LLC**.

2. **Nature of Contract.**

This Agreement is a contract for the rental of the Vehicle. You agree that you are not our agent for any purpose. You may not assign or transfer your obligations under this Agreement, and you may not sublease the Vehicle.

3. **Authorized Drivers; Acknowledgments.**

- (a) You understand that, for purposes of this Agreement, an **“Authorized Driver”** means: (i) the person identified as the “renter” on the Face Page; (ii) each additional driver listed by us in this Agreement; and (iii) any person specifically authorized to drive the Vehicle under applicable motor vehicle rental law. Each Authorized Driver must possess a valid driver’s license and be at least **age 25**. Authorized Drivers are the only persons permitted to operate the Vehicle.
- (b) You acknowledge that motorhomes and other recreational vehicles can be large, handle differently than passenger cars, and require more skill and expertise to operate safely. For example, the Vehicle may require greater clearance above, in front of, behind, and beside it. The use of mirrors and direct visual verification are always required to maintain awareness of adjacent vehicles and roadway obstacles. Spotters are recommended to assist the driver when backing the Vehicle.

4. **Inspection; Condition and Return of Vehicle; Repossession; No Warranties.**

You agree that you are renting the Vehicle **“AS IS,”** and that you had an opportunity to inspect it before leaving the premises.

You must return the Vehicle:

- (a) to our rental office or other location we specify, on the date and time stated in this Agreement (or sooner upon our demand);
- (b) in the same condition you received it, except for ordinary wear; and
- (c) with at least the same amount of fuel as when rented, unless we offer and you purchase a prepaid fuel option.

To extend the Rental Period, you must obtain our approval in advance by contacting our rental office before the due-in date.

To the fullest extent permitted by law, we may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement.

If the Vehicle is returned after closing hours, you remain responsible for all loss of or damage to the Vehicle until we inspect it upon our next opening for business (regardless of when such loss or damage occurred), and Charges may continue to accrue until that time.

Service to the Vehicle or replacement of parts or accessories during the Rental Period must have our prior written approval. You must check and maintain all fluid levels.

To the fullest extent permitted by law, we make no warranties, express, implied, or apparent, regarding the Vehicle. We disclaim any warranty of merchantability and any warranty that the Vehicle or any optional equipment we rent to you for use with the Vehicle ("Optional Equipment") is fit for a particular purpose.

5. Responsibility for Damage or Loss.

Regardless of fault, you are responsible for all damage to, loss of, or theft of the Vehicle during the Rental Period, including damage caused by collision or upset, weather, road conditions, vandalism, theft, and acts of God.

Your responsibility includes:

(a) all damage to the Vehicle measured as follows:

(i) if the Vehicle is determined to be a total loss, the actual cash value of the Vehicle less salvage;

(ii) if the Vehicle is determined to be repairable:

(A) the difference between the value of the Vehicle immediately before the damage and the value of the Vehicle immediately after the damage; or

(B) the reasonable estimated retail value or actual cost of repair plus Diminished Value (which, subject to state law and policy terms and conditions, is measured by calculating the actual cash value of the Vehicle just prior to damage less the value of the Vehicle after repair);

(b) **Loss of Use**, measured by multiplying your daily rental rate by the actual or estimated number of days from the date the Vehicle is damaged until it is repaired or replaced, which you agree is a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use is payable regardless of fleet utilization;

(c) an administrative fee calculated based on the damage repair estimate as follows, which you agree is reasonable:

\$0-\$250 damage = \$75 fee;

\$251-\$500 damage = \$100 fee;

\$501-\$750 damage = \$125 fee;

\$751-\$1500 damage = \$175 fee;

\$1501-\$2500 damage = \$250 fee;

Over \$2500 damage = \$300 fee;

(d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and

(e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced.

You are responsible for replacing missing equipment, Vehicle documents, and keys. You must report all accidents and all incidents of theft or vandalism to us and the police as soon as you discover them.

6. Prohibited Use of the Vehicle.

The following uses of the Vehicle are prohibited and are material breaches of this Agreement ("Prohibited Uses"), including use of the Vehicle:

(a) by anyone who:

(i) is not an Authorized Driver, or whose driver's license is suspended in any jurisdiction;

(ii) is impaired by or under the influence of alcohol, narcotics, intoxicants, or prescription or non-prescription medications that affect vehicle operation;

(iii) lacks experience operating a manual transmission, if applicable;

(iv) is sitting, standing, or lying on the roof of the Vehicle;

(v) is smoking or vaping any substance in the Vehicle; or

(vi) provided false, misleading, or fraudulent information to us or withheld information that would have caused us not to rent the Vehicle or extend the rental;

- (b) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation);
- (c) to carry persons or property for hire;
- (d) to push or tow anything (unless authorized by us in writing), to teach anyone to drive, or to carry objects on the roof of the Vehicle;
- (e) in any race, speed test, or contest;
- (f) to carry dangerous or hazardous items or illegal materiel;
- (g) outside the United States, Black Rock Nevada area (Burning Man), or the geographic area described elsewhere in this Agreement;
- (h) when loaded beyond its capacity as determined by the manufacturer of the Vehicle;
- (i) on unpaved surfaces, except at licensed public campgrounds or if authorized by us in writing;
- (j) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment;
- (k) to transport children without safety restraint systems required by law, which are installed in accordance with law and manufacturer specifications;
- (l) when the odometer has been tampered with or disconnected;
- (m) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle;
- (n) to carry inadequately secured cargo;
- (o) after an accident with the Vehicle unless you summon the police to the accident scene;
- (p) to transport an animal (other than a service animal);
- (q) in or through any structure or underpass where there is insufficient clearance (width or height);
- (r) by anyone who is driving or operating the Vehicle while using a handheld wireless communication device (or other device capable of receiving or transmitting telephonic communications, electronic data, mail, or text messages) while not in a hands-free mode;
- (s) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental;
- (t) in a reckless manner such as excessive speeding over 80 mph, hard braking, accelerating, or with willful or intentional disregard to the Vehicle or to third parties; or
- (u) if you leave the Vehicle and fail to remove keys, key fobs, close and lock all doors, and close all windows and the trunk—and the Vehicle is stolen or vandalized.

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE FULLEST EXTENT PERMITTED BY LAW).

7. Optional Equipment.

We may offer certain Optional Equipment, including navigational systems, kitchen or linen packages, and child safety seats, upon request and subject to availability, for your use during the Rental Period at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the Rental Period in the same condition as when rented. If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a navigational system, you should review the operational instructions before leaving the rental location.

8. Insurance; Handling Accidents/Incidents.

You are responsible for all damage or loss to the Vehicle as further described in Paragraph 5 above. You are also responsible for all damage or loss caused by the Vehicle to third parties or their property.

You must provide us with proof of insurance indicating that you have primary motor vehicle liability, collision, and comprehensive insurance covering you, us, and the Vehicle (and any other coverage required by state law). Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs.

To the extent required by law, we provide an insurance policy ("Policy") with the following coverage:

- (a) bodily injury ("BI") and property damage ("PD") liability coverage with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss;
- (b) medical payments, personal injury protection ("PIP"), no-fault, or similar coverage where required, limited to the minimum amount required by the law of the state whose laws apply to the loss;
- (c) uninsured and/or underinsured ("UM"/"UIM") coverage where required up to the minimum amounts required by the laws of the state whose laws apply to the loss; and
- (d) comprehensive and collision insurance covering damage to the Vehicle with a deductible per occurrence.

The Policy is excess to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage.

You must:

- (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and
- (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle.

Coverage under the Policy may be void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement, or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

The Vehicle may not be taken to Canada, Mexico, and Black Rock Nevada under any circumstances. Burning Man Event by written approval only for select vehicles.

9. Indemnification.

To the fullest extent permitted by law, you agree to indemnify us, defend us, and hold us harmless from all claims, liability, costs, and attorney fees we incur resulting from, in connection with, or arising out of this Agreement, the rental transaction, or the use of the Vehicle or Optional Equipment by you or any other person.

10. Payment; Charges.

You will pay us at or before the conclusion of this rental, or on demand, all Charges, including:

- (a) base rental rate for the Rental Period as noted on the Face Page;
- (b) additional driver fee, if applicable;
- (c) excess mileage fee, if applicable;
- (d) optional products and services you purchased;
- (e) fuel and a refueling fee if you return the Vehicle with less fuel than when rented (unless we offer, and you purchase, a prepaid fuel option);
- (f) taxes, fees, and surcharges;
- (g) all expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement;
- (h) all costs, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement;
- (i) a late payment fee (as permitted by law) on all amounts past due;
- (j) a returned check fee (as permitted by law) if you pay us with a check returned unpaid;
- (k) a reasonable fee to clean the Vehicle if returned less clean than when rented or if the Vehicle contains evidence of smoking, drug use, vaping, or animals;
- (l) towing, storage charges, forfeitures, court costs, penalties, and all other costs we incur resulting from your use of the Vehicle;
- (m) a reasonable fee if you lose the keys, key fob, or toll transponder to the Vehicle;
- (n) replacement cost of lost or damaged parts and supplies used in Optional Equipment;
- (o) a fee up to a reasonable fee if a navigational system that you rented is lost, stolen, or otherwise rendered unusable

during the rental; and

(p) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you return it before or after the date and time due (“Due-In Date”).

If you return the Vehicle earlier or later than the Due-In Date, a different or higher rate may apply, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period. A progressive late fee and an out-of-hour fee may apply. You are responsible for all Charges even if you indicate someone else will pay.

All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

11. Reserve; Deposit.

You permit us to reserve against your payment card (“Reserve”) or take a cash deposit (“Deposit”) at the time of rental a reasonable amount in addition to the estimated Charges, and you understand those funds will not be available for your use until after the Vehicle is returned. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your payment card issuer’s rules will apply to your account being credited for the excess and it may not be immediately released by your card issuer.

12. Responsibility for Tolls, Traffic Violations, and Other Charges.

You are liable for all tolls (“Tolls”) and moving violations, parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a “Violation”) assessed against you, us, or the Vehicle during the Rental Period.

If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a third-party processor of our choosing (“Processor”) may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. We (or the Processor) will charge you the face value of the Toll or Violation and any taxes plus an administrative fee as noted on the Face Page for each Toll or Violation.

If we (or a Processor) elect to pay the Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the issuing authority. We (or a Processor) may, in our sole discretion, elect to transfer liability for any Toll or Violation assessed against the Vehicle during the Rental Period to you personally in jurisdictions that permit such transfers of liability. If liability is transferred to you, we (or a Processor) will charge you an administrative fee as noted on the Face Page.

You authorize us to release your rental information, including personally identifiable information, to a Processor and to government officials and other authorities charged with enforcing Tolls and Violations.

If we or a Processor pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us or the Processor to charge all payments and administrative fees to the payment card you used to pay for this rental, which will appear as a charge on your payment card invoice after conclusion of the rental.

You authorize us to contact you directly or to send invoices regarding any tolls, citations, fines, or penalties incurred by you or assessed against us or the Vehicle while the Vehicle was rented by you.

Certain toll roads do not accept cash. To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay tolls with a personal transponder accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.

13. Our Responsibility to You if the Vehicle Becomes Inoperable.

If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate multiplied by the number of days the Vehicle is inoperable.

14. Personal Information.

You agree that we may disclose personally identifiable information about you to third parties in connection with enforcement of our rights under this Agreement and for other legitimate purposes. See www.outdoorsvrentals.com/privacy for a copy of our privacy policy.

15. Telematics Notice.

(a) You acknowledge that the Vehicle may be equipped with global positioning satellite (“GPS”) technology, a telematics system, and/or an event data recorder (collectively, “Telematics Systems”). Your use of the Vehicle may be remotely monitored by us or on behalf of us through Telematics Systems to the fullest extent permitted by law. This remote monitoring may include collection of Vehicle data such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, as well as other elements we may deem necessary as permitted by law.

Once collected, Vehicle data may be combined with other information you provide and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of the information collected from the Vehicle may include sharing the data with third parties (such as our service providers) and storage of this information after the expiration of your rental agreement.

You agree to inform any and all drivers and passengers of the Vehicle of the terms of this Paragraph 15. We are not responsible for the operability of any Telematics System included with the Vehicle.

(b) If your Vehicle has active Telematics System equipment, you understand that your use of the Vehicle is subject to the third-party Telematics System operator’s terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about you and the Vehicle. If the Vehicle does not have an active Telematics System, you agree not to activate it. If you activate a service in violation of this Agreement, you will be responsible for all subscription fees.

(c) We also reserve the right to use the Vehicle Telematics System in connection with your smartphone or other device to process the rental, including start and end time, fuel levels, and mileage (to the fullest extent permitted by law).

16. Electronic Communications and Consent; Transactional Emails and Texts.

(a) **Generally.** To the fullest extent permitted by law, we may provide this Agreement and any notices or other communications (including by e-mail) regarding this Agreement, reservations, or rental of Vehicles (“Communications”) to you electronically, and you agree to receive Communications from us in electronic form. We may deliver Electronic Communications to the email address you provide when entering into this Agreement or otherwise. All Communications in electronic or paper format will be considered to be in writing. All Communications will be considered received no later than five (5) business days after dissemination, whether or not you have received or retrieved the Communications.

Although we reserve the right to provide Communications in paper format to the postal address you provide, you expressly agree that any notice or other Communications due under this Agreement may be given in email form to the email address you provide. Your consent to receive Communications electronically remains valid until you revoke it.

(b) **Texting & Calling.** By executing this Agreement, you consent to us and/or our representatives contacting you at the phone number(s) provided in connection with this Agreement for the purpose of delivering informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of this Agreement or any other agreement with us.

17. Personal Property.

To the fullest extent permitted by law, you waive all claims against us, our agents, and employees for loss of or damage to personal property of you or another person that we received, handled, or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

The Vehicle may be equipped with infotainment systems that provide information and entertainment content (such as Bluetooth, navigation systems, and music streaming). Such systems may download your contacts, communications, location, or other personal information. You should wipe all personal information from the Vehicle’s systems before returning it.

18. Miscellaneous.

No term of this Agreement may be waived or modified except by a writing signed by us. This Agreement constitutes the entire agreement between you and us regarding the subject matter, and all prior representations and agreements

regarding this rental are void. A waiver by us of any breach is not a waiver of any additional breach or waiver of performance of your obligations. Our acceptance of payment, or our failure, refusal, or neglect to exercise any right, does not waive any other provision of this Agreement.

To the fullest extent permitted by law, you:

(a) waive all recourse against us for any criminal reports or prosecutions we initiate arising out of your breach of this Agreement; and

(b) release us from liability for consequential, special, or punitive damages in connection with this rental or reservation of a vehicle.

Unless otherwise provided, references to a statute or regulation are deemed to include amendments and any replacement statutes or regulations. If any provision is deemed void or unenforceable, the remaining provisions remain valid and enforceable.

By signing below, you: agree to the terms and conditions of this Agreement as set forth on the Face Page, the Damage Report, and all pages of the Vehicle Rental Agreement Terms and Conditions; acknowledge you had an opportunity to read the entire Agreement before signing; represent you are a capable and validly licensed driver; authorize us to process a separate payment card voucher in your name for all Charges, including Tolls and Violations; authorize release of your billing/rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card as a deposit in the amount noted in the Charges column; authorize us to adjust your payment card account to reflect changes due or overpaid as a result of our final audit; and agree to our collection and use of vehicle data and texting/calling terms as described in Paragraphs 15 and 16.

ALL CHARGES SUBJECT TO FINAL AUDIT.

Renter's Signature: _____ Date: _____

Additional Driver's Signature: _____ Date: _____

Additional Driver's Signature: _____ Date: _____

Additional Driver's Signature: _____ Date: _____