

Outdoors RV Rentals LLC

Terms and Conditions

Updated July 14, 2025

These terms and conditions of the Rental Contract signed by Renter, The Rental Contract, and all addenda, together constitute the Contract ("Rental Contract") for the rental of the Vehicle and all its equipment, hereafter called "Rental Vehicle." The Rental Contract is between Renter and Lessor. (See paragraph 2a and 2b).

1. NATURE OF THIS RENTAL CONTRACT. This Rental Contract is solely for the purpose of creating an entrustment that allows Renter to use the Rental Vehicle as permitted by this Rental Contract. Renter acknowledges that no one other than the Lessor may transfer rights or obligations under this Rental Contract. Any attempted transfer or net lease of the Rental Vehicle by anyone other than Lessor is void. Renter is not an agent of Lessor. No one can service or repair the Rental Vehicle without Lessor's express approval. Lessor makes no express or implied warranties, including any warranty that the Rental Vehicle is fit for any particular purpose.

2. DEFINITIONS. The following terms shall have the following definitions in this Rental Contract:

(a) "Renter" (sometimes referred to as you or your) is defined as the person signing this Rental Contract, all Authorized drivers described and listed on the rental contract, all passengers and any other person or entity on behalf of whom the Rental vehicle is rented. For the purposes of this Rental Contract, all such people and entities are construed to have entered a joint venture and shall be jointly and severally liable here under.

(b) "Lessor" is defined as Outdoors RV Rentals LLC., a Washington State corporation, its officers, directors, employees, affiliates, licensees, agents, shareholders, private owners, property managers and secured and unsecured lenders.

(c) "Rental Vehicle" is defined as and encompasses the following:

(i) Self-contained, motorized motor homes or camper homes. Self-containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, overall living facilities.

(ii) Non-self-contained, motorized vehicles, such as trucks or other motorized rental vehicles which do not contain living facilities.

(iii) Non-motorized vehicles such as travel trailers, fifth wheel trailers, camping trailers or other non-motorized vehicles, and includes all the tires, tools, accessories, bedding and

linen, kitchen utensils, and all other supplies, equipment, and components attached to, used, or contained in the Rental Vehicle and/or provided by Lessor.

For purposes of this Rental Contract, Rental Vehicle shall mean and encompass all the above, unless noted to the contrary.

(d) "Contract" means all terms and conditions found in this form, addendums and any additional material we provide at the time of rental.

(e) "Loss of Use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during Rental. See paragraph 5 section (d).

(f) "Protection Packages" where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in paragraph 13.

(g) "Web Platform" means the rental search engine that may have been used by the Lessor or private owner(s) renting the Vehicle to you.

3. WHO MAY OPERATE THE RENTAL VEHICLE. Renter, including Authorized Drivers as listed on the Rental Contract, each of whom must be at least 25 years of age and possess a valid, identifiable driver's license, approved through Wheelbase DMV verification or Web Platform and be capable of Rental Vehicle operation at the sole discretion of the Lessor.

4. RENTER RESPONSIBILITIES.

a) *Renter Information.* Renter affirms and guarantees that all information supplied to the Lessor in connection with the application for and completion of the Rental Contract is true and correct. In the event the same as shown in this Rental Contract, and any forms executed in connection with this Rental Contract, is not true and correct, the Renter agrees to indemnify, defend, and hold harmless the Lessor from all resulting damages.

(b) *Rental Vehicle check out.* Renter must receive instructions on:

(i) the operation, use, maintenance, and safety precautions required on the use of all systems, including but not limited to, use and installation of liquid propane, appliances, electrical systems and fueling systems.

(ii) the use and safe operation of the Rental Vehicle.

(iii) Rental Vehicle servicing responsibilities, including accessing toll free Roadside Assistance Support Hotline if provided by Rental Platform or Wheelbase Roadside Assistance (1-877-978-7222) prior to continuance or operation of the Rental Vehicle. Renter comprehends, understands and is familiar with these instructions and responsibilities, and all questions were answered to Renter's satisfaction.

(c) *Rental Vehicle Usage*. Renter must operate the Rental Vehicle safely in compliance with all applicable laws and regulations and in compliance with all terms and conditions of the Rental Contract, including, but not limited to:

(i) Comply with passengers seating “seatbelt” law and “child restraint” law of any state or province in which Rental Vehicle may be operated. Renter acknowledges that in the event of any non-compliance with such laws, Renter shall be liable for any injury, damage, cost or loss and fines and penalties resulting from such non-compliance.

(ii) Renter agrees to neither cause nor permit any repairs or adjustments to be made to the Rental Vehicle without the express authorization of Lessor by telephone at 253 375 8400; and that in all cases of mechanical malfunction, Renter will immediately discontinue use and notify Lessor by telephone and will follow Lessor’s instructions regarding any and all repair work. Renter will be responsible for any repair charges per rental if said repair charges have not been authorized by Lessor.

(iii) In the event of an accident resulting in injury to Rental Vehicle occupants or third parties, or damage, loss, or theft of the Rental Vehicle or third party vehicle or property, whether or not due to Renter fault, Renter agrees to file an accident / Rental Vehicle damage report immediately with the police and secure copy of police report and provide to Lessor within 24 hours following incident. In addition, Renter will complete an Accident / Rental Vehicle damage report with Lessor by telephone 253 375 8400, upon the earliest of 24 hours after the accident. Renter will obtain at the time of the accident and deliver to the Lessor the name, address, telephone number, driver’s license, description, location, owner’s name and address of injured parties, damaged property description and pictures and all witnesses’ names and contact information. Failure to comply with this provision will deny Lessor the opportunity to properly investigate the accident, mitigate the claim and will violate the terms and invalidate the insurance coverages if provided under the Rental Contract and Renter will remain responsible for all damages or injury.

(iv) Renter agrees to report any theft of the Rental Vehicle or it’s equipment immediately to the appropriate public law enforcement agency and to the Lessor, and to call the appropriate public law enforcement agency to the scene of the theft where required by law, to file the required law enforcement reports and Lessor reports and to return the Rental Vehicle keys to the Lessor office in the event of total theft. Renter agrees to fully cooperate with Lessor and Lessor’s agents and insurers with respect to any such theft.

(v) Drive on paved, maintained roads only; stop, park and overnight in safe areas; and secure the Rental Vehicle in a locked position with keys removed, when away from the Rental Vehicle.

(vi) Smoke detector (if any), propane leak detector (if any), and carbon monoxide detectors (if any) are installed for Renter's safety; these devices will be operational at departure. It is Renter's responsibility to perform test procedures daily and to repair or replace any defective device (including battery replacement) prior to use of the Rental Vehicle.

(vii) Perform safety inspections, including lights, tires, engine, generator exhaust systems, mirrors, and Rental Vehicle systems daily, and correct any damage or defects prior to operation of Rental Vehicle.

(d) Rental Vehicle Return.

(i) Renter must return the Rental Vehicle in the same condition as received on the date and time due at the location specified in this Rental Contract. If Renter fails to return the Rental Vehicle at the time and date due on this Rental Contract, a warrant may be issued for the arrest of Renter for unlawful possession of the Rental Vehicle, and this will be done in accordance with applicable laws. Lessor reserves the right to repossess the Rental Vehicle at any time if Lessor reasonably believes that the Rental Vehicle is illegally parked, used in violation of law, used in violation of this Rental Contract, or abandoned.

(ii) Rental will be charged the current rate for late returns as specified in the Terms and Conditions of the Rental Contract.

(iii) Renter is responsible for all fines; charges for road tolls; traffic and parking violations issued; court costs; or any other violation while the Rental Vehicle is in their position, Renter will be charged accordingly. In addition, Renter agrees to pay an administrative fee of not less than \$25 for each such charge. **Renter will be liable for tolls and violations issued by outside agencies.**

Traffic Citations: Renter must pay any traffic citations or parking violations directly to the appropriate authorities. Failure to comply will result in a fee of \$100 per citation or violation including the amount of the citation, any late fees or penalties, in addition an administrative fee of \$25 per each citation or parking violation.

Toll Roads / Bridge tolls: Lessor will charge the customer the amount of the toll plus any late fees and an additional handling fee of \$25 per toll, using the Renter credit card on file.

(iv) All reimbursement claims must be approved by the Lessor and supported by paid receipts and parts where applicable.

5. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE RENTAL VEHICLE. Renter is responsible for all loss of or damage to the Rental Vehicle from any cause, regardless of fault. Such responsibility shall include payment for: (a) physical damage caused by collisions, weather, vandalism, road conditions, acts of nature, and any other cause

resulting in physical damage to the Vehicle: (b) if we determine that the Vehicle is a total loss, the full fair retail market value of the Vehicle, less salvage; (c) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminution of Value, meaning the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf; (d) Loss of Use, which shall be measured by multiplying the daily rental rate noted on this Agreement either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs, etc. Loss of Use shall be payable regardless of fleet utilization, whether we had other vehicles in our fleet to rent, the Vehicle would not have been used but for the damage, and regardless of whether we suffered lost profits as a result of the damage; and (e) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$100 fee; \$251-\$500 damage=\$150 fee; \$501-\$750 damage=\$200 fee; \$751-\$1500 damage=\$300 fee; \$1501-\$2500 damage=\$400 fee; \$2501+ damage=\$500 fee; and (f) towing, storage, and impound charges and other reasonable incidental and consequential damages.(g) Actual towing, storage and impound fees; and all traffic citations, moving or non-moving violations or any other civil or criminal infractions (collectively "Infractions") that occur during the rental period, together with any handling fee for said Infraction, which either Renter or Lessor may be served with, or assessed.

The Lessor has the option to provide secondary or "Protection Packages," which would result in the Renter bearing the responsibility for any loss of or damage to the Rental Vehicle, irrespective of fault, up to the defined maximum deductible for each instance. Nevertheless, it's essential to note that regardless of the Protection Package, the Renter retains the responsibility for the complete sum of loss or damage incurred by the Rental Vehicle due to...(1) Overhead damage resulting from driving into, under, or through a height restricted structure, road, or sign including but not limited to parking structures, drive-throughs, drive-in or other covered entryways, and any roads or structures with height restricted access, (2) undercarriage damage, including entry step, wheels & rims, (3) all damage caused by off-road use, or caused during travel in or through restricted areas, (4)

overheating or freezing vehicle systems, (5) damage from backing up the Rental Vehicle, (6) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (7) damage caused by failure to maintain the Rental Vehicle, (8) or any form of inattentive driving, including falling asleep, (9) Renter's gross negligence, (10) any interior damage, (11) damage as a result of using the leveling system, and (12) damages caused by driving with the slide-out or awning out.

6. PROHIBITED USE OF THE RENTAL VEHICLE. Engaging in any use of the Rental Vehicle that contradicts the terms outlined in the Rental Contract, or failing to meet the obligations as stipulated for the Renter in this agreement, will constitute a violation of this Rental Contract. This violation will nullify any restrictions on the Renter's liability as established within the Rental Contract, subsequently rendering the Renter entirely accountable for both actual and consequential damages, associated expenses, as well as legal costs and fees incurred by the Lessor due to this breach. To the extent permitted by law, Protection Packages, Interior Protection, or Trip Insurance, and any liability protection will also be invalidated with no coverage. Under this Rental Contract, with respect to the Rental Vehicle, RENTER MAY NOT:

(a) Operate, occupy, or use the Rental Vehicle in a reckless, willful or wanton manner or leave the Rental Vehicle unattended in a reckless, willful or wanton manner.

(b) Operate the Rental Vehicle in violation of any federal, state, provincial, or local laws, rules, regulations, or ordinances.

(c) Push or tow any vehicle or other object with the Rental Vehicle except as permitted in the rental contract. Unauthorized towing or removal of the hitch pin will be considered towing and charged at the applicable rate upon vehicle return.

(d) Allow operation of the Rental Vehicle by anyone except Renter and/or Authorized Drivers. Renter and/or authorized drivers cannot pick up the Rental Vehicle the day they arrive from overseas or on a transcontinental flight.

(e) Drive the Rental Vehicle during weather conditions, and/or on road conditions that Renter and/or Authorized Drivers reasonably understand to be hazardous.

(f) Drive Rental Vehicle through any tunnel or area restricting propane tanks.

(g) Drive, ferry or transport the Rental Vehicle to any areas outside the 48 contiguous United States or to certain areas prohibited by Lessor as inhospitable and dangerous, except with Lessor's prior written approval. The Rental Vehicle is prohibited to travel into Mexico, Canada, Black Rock, Nevada (Burning Man Event).

(h) Drive while under the influence of alcohol or drugs/narcotics.

- (i) Transport more people than the manufacturer of the unit recommends for the specific vehicle type, or more than there are seatbelts in the vehicle.
 - (j) Disconnect and/or tamper with the odometer and/or speedometer, generator hours meter, or GPS tracking device.
 - (k) Carry people or property for compensation.
 - (l) Engage in any race, test, training, or contest.
 - (m) Operate in connection with or during any period of strike, riot, civil commotion.
 - (n) Operate the Rental Vehicle if the Rental Vehicle is obtained from the Lessor by fraud or misrepresentation.
 - (o) Use for any illegal purpose or to carry explosives or other hazardous waste and/or hazardous materials.
 - (p) Drive on unpaved roads, trails, and the like, commonly called "logging" roads or any surface subjecting Rental Vehicle to damage or road hazard.
 - (q) Operate or occupy the Rental Vehicle in a reckless or abusive manner which causes damage to the Rental Vehicle whether interior, exterior, or mechanical.
 - (r) Operate, maintain, or refuel the Rental Vehicle if Renter has doubts about safe operation and cannot obtain professional assistance or access Lessor's customer service assistance by telephone.
 - (s) Operate or use the Rental Vehicle when signs of apparent problems (monitoring panel gauges, flat tires, steam arising from engine, abnormal noise, and the like) indicate damage to the Rental Vehicle from continued use.
- Allow the transport of any persons in a trailer or in the camper portion of camper homes or allow the detachment of the camper from the truck chassis.
- (u) Allow placement of objects or people for any purpose on the roof, including in a parking position for viewing.
 - (v) Operate if improperly loaded, or, if load is improperly secured, or if Rental Vehicle entry step is not properly stowed.
 - (w) Allow placement of signs, lettering, painting, or other legend or loudspeakers or other sound apparatus on the Rental Vehicle.

(x) Further operate the Rental Vehicle after it has been involved in an accident or is damaged, regardless of fault, until the vehicle has been properly repaired or otherwise certified to be road worthy and in compliance with all applicable safety standards.

(y) Travel in Death Valley is not permitted from June 1st until September 30th. Ground temperatures may reach 140 degrees Fahrenheit or 60 degrees Celsius.

(z) Fall asleep or use in any other inattentive manner while operating the Rental Vehicle.

(aa) Allow operation of the Rental Vehicle by anyone who is sending or reading an electronic message, including text (SMS) messages or emails.

(aa) *Pets* or other animals are not permitted in the Rental Vehicle without prior consent from the Lessor. The Lessor may collect fees for damages, and is not limited to cleaning, damages or any other fees required to repair, replace or clean the rental vehicle to Lessor's standards.

(bb) *Festivals/Special Events*. Must have prior written approval, if Lessor determines at its sole discretion that the rental vehicle was taken to a festival or special event, renter agrees to pay for all applicable fees including but not limited to festival nightly rates, cleaning fees, maintenance fees and possible forfeiture of deposit.

7. PAYMENT OF APPLICABLE CHARGES. Renter is responsible for payment to Lessor on demand, the sum of:

(a) *Time and mileage*. Time and mileage charges computed at the rates shown on the Rental Contract (mileage shall be determined by reading the odometer installed by the manufacturer).

(b) *Fees and Waivers*. Fees for Essential, Preferred, Peace of Mind, Liability, Trip, or Interior Damage protection, if offered and selected by Renter.

(c) *Other*. Basic, minimum service, authorized driver(s), refueling, optional generator use, propane refill, preparation.

(d) *Cleaning*. The renter must return the Rental Vehicle in a clean condition as you receive it. A cleaning fee will be estimated and charged if, the Lessor determines in its sole and absolute discretion, the Rental Vehicle has not been returned in a clean condition. This includes odors from vaping, smoking or other strong odors.

(e) *Waste Dumping*. A minimum charge as a flush out fee if the waste and/or holding tanks have not been drained and flushed and valves left open, so we know you dumped it by Renter prior to the Rental Vehicle being returned to Lessor.

(f) *Repair and Replacement.* Charges for repair or replacement of the Rental Vehicle due to damage or loss not otherwise covered hereunder, and payments to Lessor, for amount of Lessor's loss and expense for repairs, parts, labor and supplies, and loss of use of the Rental Vehicle until such time that the Rental Vehicle can be returned to rental service, due to neglect, abuse or misuse of the Rental Vehicle (including, without limitation, lack of proper repairs and failure to add oil, antifreeze, water, air or other items and expenses necessary for the proper and safe operation of the Rental Vehicle) or due to failure to take proper precautions to prevent freeze or overheating damage to the Rental Vehicle.

(g) *Taxes and Fees.* Applicable sales, license, goods, and services, use and other taxes, fees, and amounts charged by Lessor, as reimbursement for taxes and fees paid or payable.

(h) *Fines.* Fines, penalties, forfeitures, impounds, court costs and other expenses, if assessed against Lessor with respect to use of the Rental Vehicle by Renter while on rental to Renter, unless solely due to Lessor's fault.

(i) *Speedometer.* Charges imposed by Lessor and fines which may be imposed by federal, state, or provincial law due to tampering with the speedometer.

(j) *Prepayments.* Lessor acknowledges receipt of the amount set forth on the Rental Contract as security and other deposits and advance charges as a credit to any amounts due to Lessor hereunder.

(k) *Administrative Fees.* Fees and costs arising from breach of Rental Contract and including but not limited to processing traffic / parking violations while incurred under Rental Contract with Renter.

(l) *Rental Contract Charges.* After Rental Vehicle pickup, a change in drop off location, date of return, or apparent abandonment including but not limited to returning the rental vehicle at a time other than the business hours of Lessor may require additional charges at Lessor's sole discretion. Renter may not return the rental vehicle at a time other than Lessor's hours of operation. For an unauthorized return at a location different than stated on the rental contract, additional fees (minimum \$5.00/mile) are due to cover the transport of the vehicle to the correct drop-off location. Lessor shall charge \$85/hour for late returns. An extension of this rental, unless expressly authorized by Lessor, will incur a charge at double the applicable nightly rental rate.

(m) *Cancellations or Reservation changes.* Lessor reserves the right to charge \$150.00 for changes. Changes to the travel dates, location and vehicle size depend on availability and will be charged at the then applicable rate.

(i) If canceled more than 90 days prior to the start date of the trip:

Refunded. fifty percent (50%) of the booking total, including tax. Anything paid toward the Protection package, including tax. Not refunded-The service fee, including tax.

(ii) If a reservation is canceled less than 90 days prior to the start date of the trip:

Refunded. 0% of the booking total, including tax. Anything paid toward the protection package, including tax. Not refunded- The service fee, including tax.

(n) *Preparation fee.* A mandatory preparation fee of \$99 cars & vans - \$199 motorhomes will be charged at the time of booking depending on the rental for sanitation and preparation of the Rental Vehicle, and not to be confused with cleaning fee or waste dumping fee.

(o) *Broken or missing add-ons or equipment.* If the item is deemed to be unusable, missing or damaged. Renter agrees to pay for a comparable replacement including a 25% restocking fee. The cost to replace items will be determined by Amazon or Walmart prices and current online prices.

(p) *Generator hours.* Will be charged at the rates indicated on Rental Contract and calculated based on the generator meter readings.

8. FAILURE TO PAY CHARGES. If Renter fails to meet all obligations under this Rental Contract including, but not limited to, the obligations set forth in Paragraph 7 to pay charges and fees, Renter agrees that in addition to all other remedies available to Lessor at law and/or equity:

(a) *Collection Expense.* The Renter expressly agrees to pay reasonable attorney and/or collection agency fees and costs in the event such an account is placed in the hands of an attorney and/or collection agency.

(b) *Interest of the Unpaid Balance.* Renter agrees to pay interest on unpaid amounts at the maximum rate allowed by law in the state where this Rental Contract is carried out, which will accrue from the date due until the date paid.

(c) *Credit Card.* Lessor is hereby appointed as Renter's attorney in fact and Lessor is irrevocably authorized and instructed to debit all such unpaid amounts, as indicated in paragraph 7 of this Rental Contract, against any credit cards used by Renter for any initial payments or deposits to Lessor or used as credit reference. All charges are subject to final audit or revision by the Lessor and a 4% credit card processing will be applied.

9. SECURITY DEPOSIT CHARGE

A security deposit is applied to the Renter to ensure coverage for insurance claims' deductibles concerning valid damages sustained during the rental duration. In the event of damage to the rental unit beyond insurance coverage, it is the Renter's responsibility, with such costs being subtracted from the security deposit or damage claims. Renter explicitly recognizes and consents that the security deposit, amounting to no less than \$1000 vans & cars and \$1,500 motorhomes, functions as a guarantee from the Renter to the Lessor. This guarantee assures the Lessor of the Renter's thorough adherence to all the terms, stipulations, and conditions specified in the Rental Contract. The Lessor holds the prerogative to retain the security deposit, and beyond that, the Renter commits to covering all the charges and expenses designated in this agreement, alongside any costs or outlays stemming from Renter's violation of the Rental Contract. It's important to note that alternative payment methods like debit cards, cash, traveler's checks, and regular checks are not acceptable.

10. LESSOR LIMITATIONS OF LIABILITY.

(a) *Late Pickups, Early Returns, and Delays.* The Lessor shall bear no responsibility or obligation in the event of loss, damage, or incidents affecting the Rental Vehicle during its transfer or while en route, irrespective of the fault or underlying cause. These instances encompass a wide range of situations, including but not limited to adverse weather conditions. The Lessor is not liable to provide refunds or other compensations to the Renter, authorized drivers, or passengers for scenarios such as delayed checkout of the Rental Vehicle, early returns, unutilized portions of the Rental Contract (inclusive of prepaid mileage), or for any delays, disruptions, or difficulties arising from vehicle breakdowns, accidents, traffic congestions, road closures, restrictions on driving in designated zones, loss of personal belongings, theft, vandalism, illnesses affecting the Renter, authorized drivers, or passengers, or family emergencies.

(b) *Rental Vehicle Delivery.* Lessor's inability to deliver the Rental Vehicle at any time or place specified shall not give rise to any liability of any kind from Lessor to the Renter other than the refund of money deposited, if any.

(g) In the event that a refund is issued by the Lessor, currency conversion fees and credit cards fees are not returned.

(h) Lessor can re-use the Rental Vehicle in the afternoon of the 2nd calendar day, whereas the pick-up day counts as the first calendar day.

(i) To repay or reimburse Lessor (or Lessor's insurer), upon demand, any amounts paid to injured third parties resulting from property damage or bodily injury claims arising out of the Renter's use of the Rental Vehicle.

(g) *Add-ons or Equipment.* Rental vehicles may come equipped with additional equipment or optional Add-ons, for example kitchen utensils, linens, outdoor gear. Renter understands added equipment or add-ons are a convenience item and Renter agrees to hold Lessor harmless of any defects and shall fully indemnify Lessor in the event of any losses or claims or injuries resulting from the use of any Add-on or equipment.

11. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees:

(a) To assume all responsibility for the operation, maintenance, and use of the Rental Vehicle regardless of

fault, including the sole or partial fault, of the Lessor. (See paragraph 2b).

(b) Not to make any claims against Lessor, for any damage, loss, expense, injury, or death sustained by Renter

in the course of rental use of the Rental Vehicle, regardless of fault, including any of the foregoing arising

from the acts or negligence of an uninsured motorist.

(c) To indemnify, hold harmless and defend Lessor, regardless of fault, including the sole or partial fault of

the Lessor, or third parties, for all losses and expenses, including attorney's fees and costs of litigation

Which Renter agrees Lessor is not responsible for, Renter will indemnify, defend, and hold Lessor harmless from and against any and all liability, claims, damages, (e.g. items falling and striking occupant(s)) and will look to the RV manufacturer using counsel of Lessor's choice and against the claims of any operators or passengers of any vehicle, third parties, pedestrians and the heirs and personal representatives of such persons, from any claims for personal injury, death or property damage to their loss occasioned during the rental of the Rental Vehicle.

(d) In the event of mechanical failure and/or breakdown of Rental Vehicle, the Renter expressly agrees to

indemnify, defend, and does hereby indemnify and hold Lessor harmless of, from and against any and all

loss of use, time, transportation costs, and/or any and all other damages and expenses resulting from said

contingency.

(e) In the event of any mechanical failure, breakdown, and/or malfunction of the Rental Vehicle, then any

operation of the Rental Vehicle thereafter by the Renter and prior to repair or replacement of the Rental

The vehicle shall be at the sole cost, expense, and risk of Renter.

(f) In the event of mechanical failure and/or malfunction of the Rental Vehicle which Renter agrees Lessor is

not responsible for, Renter will indemnify, defend, and hold Lessor harmless from and against any and all

liability, claims, damages, (e.g. items falling and striking occupant(s)) and will look to the RV manufacturer

for any claims.

12. INSURANCE – RENTER AGREES TO MAINTAIN AUTOMOBILE INSURANCE during the term of this Rental Contract, whether it be supplied by a web platform, a certificate of insurance from your insurance company, “Protection Package” or by a commercial insurance policy from the owner. Providing the Lessor, the Renter, and any other person using or operating the Rental Vehicle with the following primary coverage:

a) Bodily injury and property damage liability coverage to at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs.

b) Personal injury protection, no fault, or similar coverage where required.

c) Uninsured/underinsured coverage where required, and

d) Comprehensive and collision damage coverage extending to the Rental Vehicle.

The Renter’s insurance will always be primary. Lessor’s policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with Lessor’s insurer if any claim is made. Lessor’s insurance applies only in the United States and Canada. Any vehicle that attempts to enter Mexico will not be covered under the insurance program. Any breach of this Rental Contract will invalidate any insurance coverage provided by the Lessor.

13. PROTECTION PACKAGES SUMMARY. ESSENTIAL, PREFERRED, PEACE MIND, STATIONARY, TRIP INSURANCE AND INTERIOR PROTECTION. NOTE: *The Renter’s insurance will always be primary.* This is merely a summary and is not a complete description of the coverage. The Master Policy contains the legal provisions of the plan,

copies of which are available upon request at Outdoorsy 855 441 2006 by email at claims@outdoorsy.com or for a summary of benefits visit <https://www.outdoorsy.com/help/physical-damage-coverage-for-outdoorsy-renters-us-rentals>. Renters who are 25 years old, purchase a protection package and pass the drivers verification process, which includes a background check and ID verification, can choose between four different Protection Packages for their trip: Essential, Preferred, Peace of Mind, or Stationary. Each package offers liability, comprehensive and collision insurance coverage (stationary coverage varies) during the rental period for rentals that are transacted through the Wheelbase software. Protection Packages provide '**episodic coverage**' for losses that occur during the rental period beginning at the key exchange and ending when the vehicle is returned and the keys handed back to Lessor. Renters personal auto insurance acts as 'primary' to the coverage they have purchased through Wheelbase. If other sources of recovery also cover the loss, Outdoorsy reserves the right to pursue recovery of any claim payments. Renter agrees to cooperate with Lessor's insurer if any claim is made. Any breach of this Rental Contract will invalidate any insurance coverage provided by the Lessor.

(a) *Basic*. State Minimum Liability Coverage. Comprehensive & Collision Protection, Up to 300K. Windshield Repair Coverage.

(b) *Essential*. State Minimum Liability coverage. Comprehensive & Collision Protection: Up to 300K, Windshield Repair Coverage, Roadside Assistance

(c) *Peace of Mind*. Up to \$500K Liability Coverage, Comprehensive & Collision Protection: Up to 300K, Windshield Repair Coverage, Roadside Assistance

(d) *Stationary*. State Minimum Liability Limit, Physical Damage limit up to \$300k, Windshield Repair Coverage.

(e) *Trip Insurance*: Is a service available to Renter through IMG Trip protection allows Renters to recoup the investment they made in their trip if they meet the terms and conditions outlined in the coverage plan. (Coverage will be provided for all travelers, provided the required payment has been received, and provided the person is a resident of the United States of America, or a non-resident who has purchased the coverage in the United States of America. Refer to the purchased plan for specific terms and conditions or contact IMG at 1 866 243 7524 IMG iTravel Insured Claims, P.O. Box 3231, Farmington Hills, MI 48333-3231 OR email to: iTravelClaims@imglobal.com.

(f) *Interior Damage Protection*. A service available to Renters through IMG, Interior damage protection provides coverage for accidental damages to the Rental vehicle's interior during a Renter's trip. (Available for U.S Owners/Residents only). For more Terms

and Conditions, contact IMG 866-243-7524 IMG P.O. Box 3231 Farmington Hills, MI 48333-3231. iTravelInsuredClaims.iTravelClaims@imglobal.com.

Deductibles: The deductible for Comprehensive and Collision coverage is determined by the Protection Package that the Renter picks at the time of booking. The deductible applies on a 'per-loss' basis to both Comprehensive and Collision losses; so, if there are two separate incidents, there are two separate deductibles. Your security deposit will be used for your deductible. Comprehensive and Collision claims that meet the qualifications of the Protection Package will be paid *net* of the deductible if Outdoorsy is unable to collect the deductible from the Renter. The Renter is fully responsible to the host for any outstanding damage costs. Renter will indemnify and hold the Lessor harmless from and against any loss, liability and expense in excess of the limits or beyond the scope of the protection provided for above arising from the use or possession of the Rental Vehicle by Renter or other person with Renter's permission. Coverage is void and not effective if Renter violates any of the terms and conditions of the Rental Contract or if Rental Vehicle was obtained through a Rental Contract based on false or fraudulent information. Renter accepts or declines coverage at the rate(s) included in the Rental Contract. Acceptance is proof of. Coverage under Policy issued to Lessor as outlined in separate brochure. Protection packages, Trip Insurance, Interior Protection, is an insurance program offered by an independent insurance company and not Lessor. The insurance premium, administration and/or service fee, if any, are included in the Rental Contract.

16. MISCELLANEOUS PROVISIONS.

(a) *This Rental Contract.* Renter acknowledges that this Rental Contract is a legally binding agreement, and that Renter has the option prior to signing the Rental Contract of obtaining independent legal advice in regard to its terms and conditions if Renter so desires.

(b) *Signature Acknowledgment.* By Renter filing of claims for reimbursement, settlement of applicable charges, and signature of Rental Contract at return, Renter waives any and all claims against Lessor, all parties, travel agents, wholesalers and the like, related to the reservation and rental of the Rental Vehicle.

(c) *Severability.* If any one or more of the terms or conditions of this Rental Contract should be held contrary to any provision of applicable law or contrary to or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such terms or conditions shall be null and void and shall be deemed separate from the remaining terms and conditions of this Rental Contract, and shall in no way affect the validity of any of the other terms and conditions of this Rental Contract.

(d) *Governing Law; Jurisdiction.* By acceptance of this Rental Contract (with Renter's signature on the Rental Contract at Rental Vehicle check-out), Renter and Lessor mutually agree that the laws of the state or province where this Rental Contract is executed, shall govern the validity, interpretation and enforcement of this Rental Contract and all matters pertaining to this Rental Contract. If a suit or claim becomes necessary by any party for the enforcement of the provisions of this Rental Contract, then the venue for any claims or suits brought by any party shall be the city or county of the state or province where this Rental Contract is executed. The place of reservation is irrelevant. Any change of venue requires the written mutual approval of the change by both Renter and Lessor.

(e) *Captions.* The headings used in this Rental Contract are for the convenience of the Renter and Lessor only and shall not be considered in construing the provisions of this Rental Contract.

(f) *Rental Contract and Customer Acknowledgement.*, the Rental Contract and Customer Acknowledgement contain all the agreements between Renter and Lessor and merge and supersede all other oral or written communications related to this Rental Contract to include, but not limited to, all marketing and advertising presentations or material, all reservation communications and documents, all service, repairs, and road assistance materials and communications. No provisions of this Rental Contract may be waived or modified orally or in writing by any employee, licensee, or agent of Lessor except by a written instrument signed by the Lessor, President.

17. RENTAL VEHICLE CHECK IN:

(a) The Rental Vehicle must be checked in and vacated prior to their scheduled drop-off time on the day the Renter is scheduled to return.

(b) Renters returning late will be charged \$50 per hour for cars & campervans and \$75 per hour for motorhomes or fraction thereof past (up to a maximum of the daily rate). Unauthorized drop-offs after 3pm or extensions will be charged at double the daily rate since our latest check-in is by 3pm. Renter is responsible for the rental until we can check in the vehicle on the next open business day.

(d) Holding tanks must be emptied and flushed prior to return or Renter will be charged a minimum of \$150.

(e) Gasoline tank(s) must be full as received, or the shortage will be estimated and charged at double the current market rate per gallon.

(f) No refunds for early returns, unused prepaid miles or add-ons or prepaid services.

(g) Renter is responsible for any fines; charges for road tolls; traffic and parking violations issued; court costs; or any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. Renters will be liable for tolls and violations issued by outside agencies. In addition, Renter agrees to pay an administrative fee of not less than \$25 for each such charge.

Traffic Citations: Renter must pay the traffic citation directly to the ticketing authority. Renter is responsible for the full amount of the citation including any late fees and will be charged a \$100 administrative processing fee per citation and Renter authorizes Lessor to charge card on file for said fines.

Toll Roads / Bridge tolls: Lessor will charge the customer the amount of the toll plus any late fees and an additional handling fee of \$25 per toll, using the Renter credit card on file.

(h) Lessor is not responsible for any articles left in the Rental Vehicle by the Renter.

(i) Renter must return the Rental Vehicle in a clean condition, or a cleaning fee will be estimated and charged at the current labor rate.

(j) Upon return of the rental, the Lessor will be given a reasonable amount of time to inspect the rental and will note any and all defects or damage to the vehicle. The initial walk-through upon return is not the final inspection.

18 . MAINTENANCE AND RENTER'S RESPONSIBILITY:

(a) Lessor provides Renter with detailed instructions and guidelines for operating the Rental Vehicle and its systems. Renter's failure to adhere to the instructions and guidelines provided by Lessor in verbal, visual or written form constitutes improper use of Rental Vehicle and may result in damage to or decreased function in Rental Vehicle or its systems. Any and all damage and decreased function resulting from improper use of Rental Vehicle is the sole responsibility of the Renter and Renter will be required to pay Lessor for repairs and lost use of Rental Vehicle or its systems.

(b) Renter is responsible for checking engine oil at each refueling, and coolant levels and tire pressure in the morning when the engine is cold. Renter is also responsible for checking into and reporting any problems Renter notices with the Rental Vehicle (fluid leaks, smoke, warning lights lit, etc.)

(c) Renter will be held responsible for mechanical damage caused by negligence in operation and/or normal maintenance (i.e. driving with low engine oil, transmission fluid, etc.) You may not transport more people than the manufacturer of the unit recommends for the specific vehicle type, or more people than there are seatbelts in the vehicle. Should you transport more people than recommended, you may be in violation of traffic safety laws

and the excess weight could cause an accident or mechanical failure. In either case, Renter will be held fully responsible.

19. REPAIRS

(a) Renter must call **Lessor at 253 375 8400** to obtain authorization prior to repairs being made. Cell phone charges will not be reimbursed. Renter assumes full responsibility for any additional expenses (e.g. lodging, delay, loss of business, transportation, etc.) incurred by reason of a breakdown. Failure to contact Lessor for troubleshooting or to provide sufficient evidence of malfunction may result in denial of reimbursement or dispute request following completion of the booking.

(b) Roadside assistance is provided with purchased Protection Packages. Roadside Assistance personnel are not authorized to determine lost time/use refunds. Any refund consideration can only be made by the Lessor. Claims for compensation by Renter after the completion of the rental period must be submitted in writing within 45 days of the return of the Rental Vehicle to Lessor's possession. Renter agrees that no claims will be accepted if submitted more than 45 days after the return of the Rental Vehicle.

(e) **PLEASE NOTE:** A Rental Vehicle provides multiple features including transportation, lodging, cooking facilities, toilet, shower, etc. "As-Is" meaning, an equipment malfunction resulting in the loss of one or more of these facilities may cause certain inconvenience but does not constitute complete loss of the Rental Vehicle's use and that Lessor will not be responsible for any damages or loss due to breakdown of items such as the generator, slide-out, radio, GPS, television, cruise control, , automatic entry step, air conditioning, furnace, water heater, refrigerator, microwave, or other appliances.

20. TRAVELING IN MEXICO, CANADA OR ALASKA

(a) Lessor will not accept toll free calls or any receipts for repairs or parts from Mexico.

(c) Renter is responsible for all repairs and breakdowns to the Rental Vehicle and for any and all related problems while traveling in Mexico, Canada or 50 miles surrounding Black Rock, Nevada.

21. INFORMATIONAL & AFFILIATE CONTENT DISCLAIMER

The videos, guides, and other informational content provided on this website and our official **YouTube channel** are for **informational and educational purposes only**. While we strive to provide accurate and helpful content, travel conditions, RV models, components, and products may change. Always conduct your own research, follow manufacturer guidelines, and use your best judgment when making travel or purchase decisions.