

# OUTDOORSY RV RENTAL CONTRACT

Primary Driver's Name:

Date of Birth (mm/dd/yyyy):

I have read and agreed to the terms and conditions of this rental agreement and thereby give my consent to the agreement and acknowledge by signing I am the designated primary driver and take responsibility for any damage or incidents occurring during the rental period. I understand that only approved drivers are allowed to operate the vehicle.

**RENTER SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*Signature acknowledges that renter has read and agrees to the below policies, terms and conditions. Additional Approved drivers can be listed on an additional page attached to this Contract and signed by both Renter and Dealer*

**DEALER SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# OUTDOORSY RV RENTAL AGREEMENT

This RV Rental Agreement (“Agreement”), along with the Outdoorsy Terms of Service and Policies, which are incorporated herein by reference, is made by and between the persons listed in the booking details page of your Outdoorsy account, namely the Renter and the RV Rental Owner (“Dealer” or “Owner”) for the rented vehicle (the “Rental”). Renter and Owner are referred to collectively herein as the “Parties”.

The terms and conditions of this Agreement shall survive the end of the rental period and remain in full force and effect. Where Renter has released and/or indemnified Owner, it has also released and/or indemnified Owner’s officers, directors, employees, agents, affiliates, and the vehicle’s owner of record.

By entering into a confirmed booking, Renter and Owner acknowledge that they read the terms of this Agreement and agree to such terms before being asked to exchange possession of the Rental. Additionally, Renter permits Outdoorsy to process a charge to the card listed on file for all rental and claim related charges due under this Agreement.

The Parties have read and agree to the terms and conditions of this Rental Agreement and thereby give their consent to the Agreement and acknowledge that by completing a booking that Renter is the designated primary driver and will take full responsibility for any damage or incidents occurring during the rental period. Renter understands and acknowledges that if Renter purchased an Outdoorsy protection package only verified drivers are allowed to drive or operate the rental vehicle.

## Rental Agreement Terms and Conditions

1. **Renter and Owner.** The “Renter” shall mean the individual person completing a booking using his/her Outdoorsy account. The “Owner” (also referred to herein as the “Dealer”) shall be the individual person or legal person (e.g. corporation, LLC, etc.) accepting a booking using her/his/its Outdoorsy account. Renter acknowledges that Dealer may not own the Rental it is renting to Renter, and rents the Rental pursuant to a valid third-party agreement with the owner of the unit. Dealer represents and warrants that it has the legal authority to enter into a booking and renting the Rental.

This agreement is not assignable by Renter.

2. **Rental.** The “Rental” means the motorized or non-motorized (towable) vehicle rented by the Renter from the Owner, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by the Owner with the vehicle.

**RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. OWNER (INCLUDING THE TITLED OWNER OF THE RENTAL) DOES NOT WARRANT AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE RENTAL OR TIRE CONDITION OR QUALITY, PERFORMANCE, UTILITY, SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Renter agrees that Owner shall always have a superior right of possession of the Rental over Renter. In the event that Owner, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, Owner shall have the absolute right to recover the Rental from Renter regardless of the amount of time remaining in the Rental Period. In the event Owner recovers a Rental from Renter, in addition to those costs payable pursuant to other parts of this Agreement, Renter shall pay all costs associated with such recovery including, but not limited to, employee wages, travel costs, fuel and repairs. Owner agrees that Renter is wholly responsible for these charges and will hold Outdoorsy harmless.

- 3. Rental Period.** The "Rental Period" begins when the Owner provides the Renter with the keys, and turns over possession, custody and control of the Rental to the Renter. The Rental Period ends upon the completed return of the Rental to the Owner.

For rentals involving the delivery of the Rental by Owner, Renter's responsibility for the Rental and liability for damages relating to delivered rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via the Outdoorsy verification check or must have provided additional proof of insurance coverage through a third party.

Renter and Owner understand and acknowledge that they should not enter into a booking and key exchange unless they agree and accept the terms of this Agreement, as well as Outdoorsy's other Terms of Service and Policies. A confirmed booking is an express agreement to this Agreement and Outdoorsy's Terms of Service and Policies.

- 4. Who May Drive and Proper Operation of the Rental.** Only the Renter who completes the booking (the "Primary Driver") and qualifies as a "Permitted Driver," and other persons designated and identified as drivers at the time of booking and verified by Outdoorsy ("Permitted Drivers") may drive and operate the Rental. Permitted Drivers may only drive and operate the Rental with the express prior permission from Renter, and Renter shall be fully responsible for any and all damages, incidents, tolls, tickets, and other acts and omissions involving the Permitted Drivers while operating or driving the Rental, or caused by or involving the Permitted Drivers.

The Renter represents to Owner and Outdoorsy that Renter and other Permitted Drivers are capable and validly licensed drivers, and will remain capable and validly licensed drivers during the term of the rental.

Renter further acknowledges and agrees that no person shall be allowed to drive the Rental who is not at least the age of 25 and a holder of a valid driver's license (in his or her actual possession). Drivers over the age of 25 must be approved through Outdoorsy's verification process.

Renter acknowledges that recreational rentals can be very large and handle differently from passenger cars. The Rental requires more skill and expertise to operate safely than a passenger car rental. For example, the Rental may require more clearance above, in front of, behind, and beside them to safely operate, and the use of mirrors and direct visual verification are always required to maintain knowledge of the location of adjacent vehicles and obstacles on the roadway. Owner acknowledges that it is their responsibility to inform Renter of the limitations of their Rental, including clearance heights and widths and other operating instructions. Renter agrees to only operate the Rental on public roadways with sufficient width and height clearance to allow the Rental to be operated safely and without damage. Under no circumstances may the Rental be operated and used for off-road purposes. In the event that the Rental is operated on a private road, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Rental. Renter acknowledges that Owner has no control over the number of passengers a Renter may allow into the Rental or the conduct of those occupants while the Rental is being operated. Therefore, Renter acknowledges they are solely responsible for the passengers on board the Rental as well as the conduct of those passengers. Renter also acknowledges they will confirm that both driver and passengers are properly using seat belts while the Rental is in motion. Renter and Dealer can find more information here: (<https://www.outdoorsy.com/help/seatbelt-requirements-rvs>).

- 5. Prohibited Use of the Rental.** The Renter and Permitted Drivers shall not drive in a careless, negligent, reckless or unlawful manner. Certain uses of the Rental and other actions the Renter or Permitted Drivers may take, or fail to take, will violate this Rental Agreement and Outdoorsy's Terms of Service and Policies. **A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS OWNER OR OUTDOORSY TO TERMINATE RENTER'S BOOKING AND IS AN EXCLUSION TO AND VOIDS ALL LIABILITY PROTECTION AND ANY OPTIONAL SERVICES THAT RENTER HAS ACCEPTED, INCLUDING BUT NOT LIMITED TO INSURANCE COVERAGE AND ROADSIDE ASSISTANCE. IT ALSO MAKES RENTER FULLY LIABLE TO OWNER AND OUTDOORSY FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT OWNER OR OUTDOORSY MAY INCUR.**

It is a violation of this Paragraph if any of the following occurs:

A. Renter uses or permits the Rental to be used: (1) by anyone other than a Permitted Driver; (2) to carry passengers or property for hire or more passengers than the Rental has seat belts to carry; (3) to tow or push anything, unless specified by Owner; (4) in the case of a towable, to allow occupants to be inside the towable when in motion; (5) to be operated in a test, race or contest or offroad; (6) while the driver is under the influence of alcohol, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code (a "Controlled Substance"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (7) for unlawful purposes or for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; (8) recklessly or while overloaded; (9) if the Rental is driven into a jurisdiction or to a location or event not permitted by Owner or Outdoorsy (e.g., into Mexico or attending an unauthorized festival such as Burning Man); (10) Renter materially misrepresents the intended use or destination of the Rental; (11) Renter or Dealer violates the Outdoorsy or Wheelbase Terms and Conditions.

B. Pets or other animals ([aside from service animals](#)) are allowed into the Rental without prior permission from the Owner. Owners agree to comply with all law, including the federal Americans with Disability Act (ADA). The ADA requires that service animals are harnessed, leashed, or tethered, unless the use of these devices interfere with the service animal's work or the individual's disability prevents using these devices. In such cases, the individual must maintain control of the animal through voice, signal, or other effective controls. Pet fees for service animals may not be charged; however, the Owner may collect fees for any damage sustained to the Rental by the service animal.

C. The Rental's awning is unrolled or used without prior permission from the Owner.

D. Anyone is on the roof of the Rental, regardless of whether the Rental is equipped with a ladder.

E. Renter or an additional driver, whether authorized or not: (1) fail to promptly report to Outdoorsy and Owner any damage to or loss of the Rental when it occurs or when Renter learns of it and provide Outdoorsy and Owner with a written accident/incident report or fail to cooperate with Outdoorsy's investigation; (2) where required by law, failed to report an accident to law enforcement; (3) obtained the Rental through fraud or misrepresentation; (4) leave the Rental and fail to remove the keys (or key fobs) or close and lock all doors and all windows and the Rental is stolen or vandalized; or (5) intentionally or with willful disregard cause or allow damage to the Rental.

F. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with Owner and the Rental is damaged, stolen or vandalized, or Renter otherwise fails to take reasonable steps to secure the Rental, its keys, key fobs, or other remote entry and starting devices.

G. Driving or operating the Rental while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

6. **Tolls, Fines, Expenses, Costs and Administrative Fees.** Renter agrees to report to the Owner and pay for all tolls and tickets (including for parking and moving or stationary traffic violations) incurred during the Rental Period. Renter agrees to pay or reimburse Outdoorsy and Owner for all fines, penalties, interest, and court costs for parking, traffic, toll and other violations, including storage liens and charges incurred as a result of the rental. Renter will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, Terms of Service or other Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees that Outdoorsy or Owner may, in their sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay Outdoorsy or Owner what was paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses incurred. Renter agrees and acknowledges that Outdoorsy and Owner may cooperate with all federal, state/provincial, municipal and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

Renter authorizes Outdoorsy to release the rental and credit/debit card information regarding the rental to any agent Outdoorsy may authorize to act on its behalf for the purpose of processing and billing Renter for any tickets, citations, fines and penalties incurred by Renter or assessed against Outdoorsy, the Owner or the Rental during the rental plus a reasonable administrative fee. Renter authorizes Outdoorsy's agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes Outdoorsy's agent to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against Outdoorsy, the Owner or to Rental while its was rented to Renter.

In the event Outdoorsy uses a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, Renter agrees to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

Renter acknowledges that Renter has no right to contest any such infraction or enter any plea other than guilty or no contest unless Outdoorsy or Owner consent to such action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

Renter agrees to indemnify and hold Outdoorsy and Owner and any other agent Outdoorsy harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

7. **Departure Policy.** Owner shall ensure that the Rental Renter is picking up is clean on the interior and exterior and is in a safe and roadworthy condition. If it is not, or if any of its components are not working as expected at any point in Renter's trip, the Renter must notify Outdoorsy immediately by contacting Customer Support at 877-723-7232. Renter should submit photos or videos of any visible defects. Failure to do so may result in a denial of a reimbursement or dispute request following completion of the booking.

**Owner agrees that they will take photos within 24 hours of departure of the exterior and interior of the Rental or insurance coverage will not apply.**

Owner and Renter acknowledge it is their joint responsibility to ensure towables are properly hitched at the time of departure, with appropriately sized ball mounts and sway bars as necessary. Renter further acknowledges that their vehicle has sufficient towing capacity. Failure to do so may result in the denial of any damage claims.

8. **Hauling and Delivery.** Renter's liability for damages relating to delivered Rentals begins when Renter takes possession of the keys and ends when the Rental is returned to the Owner or their designated delivery driver. Any damage that occurs during the delivery or return of the Rental is the responsibility of the Owner up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via the Outdoorsy verification check or must have provided additional proof of insurance coverage through a reputable third party insurer.

9. **Return Policy.** Renter agrees to return or leave the rental unit no later than the checkout time indicated on the Booking Confirmation or such other time as mutually agreed to by the Owner. If Renter cannot drop Rental off on the scheduled date of return, Renter must extend the rental solely on the Outdoorsy platform with Owner's permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the unit is not vacated or returned by the return date, and Owner is entitled to make Renter vacate the Rental and return all property and keys in a manner consistent with local, state, and federal law. In addition, Renter agrees that their credit card on file will be charged a one-time \$30.00 administrative fee plus the hourly rental rate based on a prorated daily rental rate for the rental unit for each hour the Rental is late. Renter agrees that their credit card on file will be charged a \$100.00 administrative fee plus the full daily rate for every eight (8) hours the Rental is late in the event that the Owner must cancel another confirmed and paid for Outdoorsy booking due to the late return. The Rental must be returned in the same condition as it was at the time of pickup (clean on the interior and exterior and in full working order). Dealer and Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit. (<https://www.outdoorsy.com/service-fees>).

**Owner agrees that they will take photos within 48 hours of return of the exterior and interior of the Rental or insurance coverage will not apply.**

10. **Condition of Rental & Responsibility for Repair.** In the event of any loss or damage to the Rental, or any personal property or bodily injury claim that occurs during the Rental Period due to any cause regardless of fault, including, but not limited to, collision, rollover, theft, vandalism, seizure, fire, flood, wind, hail or other acts of nature or God, Renter is responsible and is required to pay up to the deductible outlined in the [protection package](#) of their choice. In the event Renter has violated this Agreement or Outdoorsy's Terms of Service or Policies, Renter will be held responsible for the full amount of the claim including any insurance deductible.

When accepting the Rental, Renter and Owner, or authorized representative of Owner, will complete and sign the Departure Form for the Rental, noting in writing and/or time stamped photos, digitally or electronically, any and all defects or damage to the Rental prior to Renter's acceptance of same.

Upon return of the Rental, Renter and Owner, or authorized representative of Owner, must document the condition of the Rental via photos up to 24 hours before the trip starts and no later than 48 hours after the trip ends. This is a requirement for insurance coverage. Both Parties may also use the Departure and Return forms to supplement the photos, but understand this is not a qualified substitute for the photo requirements. Departure and Return forms cannot be altered after signing without the express written consent and signing by both Parties. Any alterations made without the express consent of Renter or



Owner may result in any claims being denied. Outdoorsy and Owner are not responsible for personal property left in the Rental. All damage to the Rental noted in the executed Return Form which is not listed in the executed Departure Form shall be the sole responsibility of Renter. Renter shall reimburse the Owner for the cost of the repair if Outdoorsy deems Renter is responsible for the damage.

To the extent that the security deposit paid to Owner is insufficient to cover the damages incurred by Renter, Renter will pay Owner the difference via the qualified insurance policy or out of pocket if such damage is not covered under the insurance policy. Renter must report all accidents or incidents of theft or vandalism to the police as soon as discovered and to the Owner via Outdoorsy message, and provide a copy of the police report to Owner and Outdoorsy. Renter must report all accidents involving the Rental to Owner within 24 hours of the occurrence and provide a copy of the accident report to the Owner. In the event of vandalism or if damage occurred as a result of vandalism or a hit and run, no insurance claim can be processed without a police report. Owner must report all accidents involving the Rental to Outdoorsy within 48 hours of return of the Rental and provide supporting documentation such as photos, video, police report or statements (<https://www.outdoorsy.com/help/how-do-i-file-a-claim>).

Some Rentals are equipped with awnings. Awning usage may be restricted by Owner. If Owner does not provide express consent to use the awning during the Rental Period, and the awning is damaged during the Rental Period or causes damage to a third party, Renter will be wholly responsible for the full cost of repair and such damages. In the event that the Dealer authorizes the use of the awning during the rental period, the fabric of the awning must be kept in the possession of the Renter and returned to the Dealer in order for damages to be covered by the purchased protection package.

If the Rental is returned to Owner outside of regular business hours, Renter shall remain responsible for any damage or theft of the Rental occurring prior to Dealer's acceptance of the return of the Rental during regular business hours, up to a limit of 48 hours. If Renter provides photos of the RV at the time of dropoff that clearly indicate no damage sustained, Outdoorsy will make a determination as to the validity of any subsequent claims.

11. **Indemnification and Waiver by Renter.** Renter shall forever defend, indemnify, and hold Outdoorsy and Owner (including but not limited to the titled owner), and their officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use during the Rental Period by Renter or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by Renter or Owner. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Dealer or

otherwise. It is agreed and understood that Owner or Outdoorsy has the right to control the defense of any such claim.

**RENTER WAIVES AND RELEASES OUTDOORSY AND OWNER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR COSTS ARISING FROM OR RELATED TO THE RENTAL REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER OWNER OR OUTDOORSY HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.**

12. **Owner's Limitation of Liability.** THE RENTER AGREES, ON BEHALF OF HIMSELF/HERSELF AND ANY PASSENGERS OR USERS OF THE RENTAL, THAT THEIR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE OR LOSS RELATED TO USE OF THE RENTAL SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY RENTER TO OWNER UNDER THIS AGREEMENT.
13. **Indemnification and Waiver by Owner.** Owner shall forever defend, indemnify, and hold Outdoorsy, and its officers, directors, employees, agents, and parent and affiliated companies, harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by them in any manner from this rental transaction or from the use of the Rental by Renter or any person, including claims of, or liabilities to, third parties. **OWNER WAIVES AND RELEASES OUTDOORSY AND RENTER FOR ANY CLAIM OR LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE RENTAL OR BOOKING.**
14. **Outdoorsy's Limitation of Liability.** RENTER AND OWNER AGREE THAT OUTDOORSY'S AGGREGATE TOTAL LIABILITY UNDER ANY THEORY WHATSOEVER IN CONNECTION WITH ANY RENTAL OR BOOKING SHALL NOT EXCEED THE TOTAL SERVICE FEES EARNED AND RECEIVED BY OUTDOORSY FOR SUCH BOOKING. IN NO EVENT SHALL OUTDOORSY, ITS AFFILIATES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN ADDITION, OUTDOORSY IS NOT LIABLE FOR ANY LOST PROFITS OR REVENUES, INCLUDING DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, DATA LOSS, FRAUD LOSSES, LOSSES OF BUSINESS OPPORTUNITIES, LOSSES DUE TO CRIMINAL CONDUCT BY OWNER, RENTER, PASSENGERS OR THIRD PARTIES, LOSSES IN CONNECTION WITH CHARGEBACKS, PAYMENT PROCESSOR DISPUTES, LOSSES DUE TO THE CONDUCT OF PAYMENT PROCESSORS, LOSSES DUE TO FALSE FRAUD SCREENING OR IN ANY OTHER WAY IN CONNECTION WITH OR ARISING OUT OF THE RENTAL OR BOOKING, RENTER OR OWNER'S USE OF THE OUTDOORSY TECHNOLOGY PLATFORM OR IDENTITY VERIFICATION SERVICES, FAILURES OF THE INTERNET, SYSTEMS, COMPUTER FAILURES, AND TAXES OR DUTIES, WHETHER THE

**DAMAGE CLAIMS ARE BASED IN CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.**

15. **Property in the Rental.** Outdoorsy and Owner are not responsible for loss of, theft, or damage to any property in or on the Rental, in any service vehicle, such as a transit van or bus, on Outdoorsy's or Owner's premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to Outdoorsy and Owner for claims by others for loss or damage caused by renter's property.
16. **Rental Fees and Charges.** By entering into a confirmed booking, Renter acknowledges that he/she has been given an opportunity to read the terms of this Agreement and terms of the Services before being asked to take possession of the Rental. Additionally, Renter expressly authorizes Outdoorsy to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or Outdoorsy's Terms of Service and Policies. All rental fees and other charges must be paid prior to the Rental pickup, including security deposits. Failure to pay all rental fees and other charges, including security deposit, may result in the cancellation of the Rental and forfeiture of Rental fees.
17. **Security Deposit & Authorization.** A security deposit from Renter is required two days prior to pick up and will be refunded when all costs are paid pursuant to the terms of this Agreement and the Outdoorsy Terms of Service. The amount of the security deposit is stated in the booking confirmation. Owner may use Renter's security deposit to pay any amounts owed under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due, Renter agrees to pay all charges in excess, either by use of the credit card provided or some other agreed upon means.

Minimum requirements for return of the security deposit include:

- At the time of return, Rental is cleaned to the same condition or better than when picked up;
- Fuel levels are equal to or above the level provided at the time of departure handoff;
- Holding tanks are properly emptied to or below the level at time of departure handoff;
- No damage sustained to the Rental (including interior damage)
- All variable charges including, but not limited to: mileage or generator overages, tolls, parking or other tickets are paid in full.

At the time of rental, a charge will be authorized by Renter to cover any amounts payable pursuant to this Agreement and the Terms of Service, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes.

Owner has up to 48 hours from the return of the unit to inspect the unit for damages and notify Outdoorsy by filing a claim, as well as contact Renter via email or dashboard message. The security deposit will be returned automatically within 7 days if there are no damages to the Rental or ancillary overages or fees due. Notwithstanding the foregoing, as described herein, certain charges (e.g., tickets, toll fees, etc.) will be charged to Renter at the date of discovery by Owner.

**AS DESCRIBED IN THIS AGREEMENT OR THE OUTDOORSY TERMS OF SERVICE AND POLICIES, ALL APPLICABLE CHARGES WILL BE DEDUCTED FROM THE SECURITY DEPOSIT, INCLUDING BUT NOT LIMITED TO:**

- Smoking: No smoking is allowed in the Rental unless expressly authorized by the Owner in the booking. Smoke odors in returned Rentals will result in additional fees set by Owner.
- Interior Damage: Renter is fully responsible for any and all damage to the interior of the Rental, including but not limited to damage to appliances, cabinets, floors, and bathroom fixtures. Renter acknowledges he/she may purchase interior [Damage Protection](#) that covers them up to a limit of \$1,500 for covered losses. For any damages not covered under the Damage Protection plan, or if the Damage Protection limit is not sufficient to cover the damages sustained, Owner will deduct the balance from the security deposit, and Renter agrees to pay any balance above the security deposit and/or Damage Protection coverage limit.

**18. Maintenance.** Owner is responsible for checking all fluid levels (e.g., oil and coolant), air tire pressure, lug nuts and wheels immediately prior to rental departure and must complete a safety inspection within 90 days prior to each booking. Should a breakdown or tire blowout occur due to lack of maintenance, wear and tear or manufacturer defect, Owner acknowledges their claim may be denied. Outdoorsy reserves the right to request inspection and maintenance records dated within 90 days of the start of the booking and performed by a certified mechanic. Owner acknowledges that a claim or dispute may be denied if there are missing or insufficient maintenance records.

**19. Repairs and Roadside Assistance.** In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, Outdoorsy offers Roadside Assistance service with qualified bookings. If emergency repairs are required, repairs under \$200 should be completed and paid for by Renter. Repairs over \$200 must have prior authorization from the Owner. Renter must save and submit all repair receipts for review when the Rental is returned. Reimbursement will depend on the type of repair and its cause.

Roadside assistance is currently included in eligible bookings with a purchased Outdoorsy Protection Package. If the Protection Package purchased does not include roadside assistance services, Renter may apply and pre-pay for roadside assistance through

Outdoorsy. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.

20. **Insurance & Costs.** Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if Outdoorsy deems Renter responsible. Renter must be approved for insurance for the Rental through Outdoorsy or must provide Owner with an insurance binder indicating Renter has motor vehicle liability that satisfies each state's legal minimum requirement, collision and comprehensive insurance covering the Renter, the Owner, and/or third parties for the Rental being driven or towed. Renter is solely responsible for any and all parking tickets, citations, toll charges and other charges issued during Renter's possession of the Rental. Renter acknowledges that any insurance outside of the Outdoorsy Protection Packages is primary over the coverage provided in the package. **Except where required by law to be primary or excess, any protection provided through Outdoorsy shall be secondary to, and not in excess of, any applicable insurance available to Renter, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.**
21. **Disputes.** The parties agree that all disputes or claims arising out of or relating to this Agreement or Renter's use of the Rental (whether based in contract, tort, statute, or any other legal theory) will be governed by the arbitration and dispute resolution procedures described in [Outdoorsy Terms and Conditions](#). The Parties further agree that such arbitrations shall be conducted in the County where the Owner has its primary residence or place of business nearest to where the Rental was picked up. This Agreement shall be construed in accordance with the laws of the state of Owner's principal place of business or primary residence. Renter agrees that in the event Owner prevails in a suit to enforce this Agreement, Owner shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action.
22. **Cooperation.** The Parties agree to cooperate and coordinate with Outdoorsy and each other generally and to take any actions Outdoorsy reasonably requests in connection with (i) this Rental Agreement, (ii) the pickup, use and return of the Rental, and (iii) any disputes, actions, proceedings, suits, and investigations related to the Rental or Renter's use of the Rental, including without limitation, execution and delivery of any documents Outdoorsy reasonably requests, giving testimony under oath, and taking any other actions Outdoorsy reasonably requests related to this Rental Agreement or the Rental or the rental transaction.

Unless prohibited by law, Renter releases Dealer and Outdoorsy from any liability for consequential, special, and/or punitive damages in connection with the Rental. Renter shall hold harmless other client owners, Dealer, Outdoorsy and its authorized agents and employees from and against any and all loss, bodily injury, damages, and expenses, including legal expenses, of any kind arising from the Rental during Renter's possession extending to such time the Rental is

completed and cleared by Dealer, including without limitations, latent and other defects whether or not discoverable by Renter or Dealer. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms whether by formal request from Dealer or otherwise. It is agreed and understood that Dealer may control the defense of any such claim.

### **Additional Conditions**

This Agreement does not create any type of partnership between Renter and Dealer or Rental Owner. This Agreement may not be cancelled or modified except in writing signed by all parties.

RENTER FURTHER HEREBY AGREES TO INDEMNIFY, SAVE, AND FOREVER HOLD HARMLESS DEALER AND RENTAL OWNER FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION OF ANY KIND OR CHARACTER WHATSOEVER, AND BY WHOMEVER ASSERTED, ARISING FROM OR IN ANY WAY GROWING OUT OF THE OPERATION OR USE OF THE RENTAL UNDER THIS AGREEMENT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY DEALER AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT THIS AGREEMENT INCLUDES, BUT IS NOT LIMITED TO, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF DEALER AND/OR THE RENTAL OWNER.

RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF DEALER RENTING THE VEHICLE TO RENTER, RENTER DOES HEREBY ASSIGN TO DEALER ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO DEALER AND/OR THE RENTAL OWNER, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST DEALER AND/OR THE RENTAL OWNER FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.