

**RUGGED VAN RENTALS LTD.  
A COLORADO LIMITED LIABILITY COMPANY  
VEHICLE RENTAL AGREEMENT**

This Vehicle Rental Agreement (this “**Agreement**”), effective as of the date set forth on the signature page (the “**Effective Date**”), is entered into between Rugged van rentals LTD., a Colorado limited liability company (the “**Company**”) and the individual executing this agreement as the renter (“**Renter**”) (collectively the “**Parties**”). The Parties, intending to be legally bound by this Agreement, agree as follows:

1. **Vehicle Rental.** The Company agrees to rent to Renter the vehicle (the “**Vehicle**”) identified on the Rental Agreement Summary (the “**Rental Summary**”) attached as **Exhibit A**, for the term set forth therein. Renter agrees to rent the Vehicle under the terms and conditions of this Agreement.
2. **Rental Term.** The rental term (the “**Rental Term**”) begins on the date and hour of the Vehicle pickup provided on the Rental Summary (“**Pick-up**”) until the date and hour of the Vehicle drop-off provided on the Rental Summary (“**Drop-off**”).
3. **Booking and Payments.** All reservation bookings (“**Booking**”) shall take place online on the Company’s website. All payments shall be made through the Company’s online payment portal by major credit card only. No cash payments will be accepted. Renter authorizes the Company to keep Renter’s credit card information on file to pay the Rental Fees, including any remaining balances, and any incidental or damage fees incurred by Renter under this Agreement.
4. **Scope of Use.** The Vehicle may go off road, meaning unpaved roads, but the Vehicle must not be used for rock climbing or driving on trails with moderate to expert difficulty. The following uses of the Vehicle are prohibited and constitute a breach of this Agreement (each a “**Prohibited Use**”): (i) the Vehicle being driven by anyone who is not listed as an authorized driver in the Rental Summary, by anyone not licensed to drive, by anyone whose driving license is suspended, by anyone whose driving license is restricted because of past traffic law violations, by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs, by anyone who obtained the Vehicle, by giving the Company false, fraudulent or misleading information; (ii) using the Vehicle in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; (iii) using the Vehicle to carry persons or property for hire or for compensation, without prior notice to the Company; (iv) using the Vehicle to push or tow anything other than small trailers, without prior authorization from the Company; (v) using the Vehicle in any race or speed contest; (vi) using the Vehicle to carry dangerous, hazardous, or illegal materiel; (vii) loading the Vehicle beyond its capacity as determined by the manufacturer of the Vehicle; (viii) using the Vehicle to transport more persons than the Vehicle has seat belts or to carry persons outside the passenger compartment; (ix) using the Vehicle to transport children without a federally-approved child safety restraint or booster seat as required by State law; (x) using the Vehicle when its fluid levels are low, or when it is otherwise reasonable to expect that further operation of the Vehicle would damage it; (xi) using the Vehicle with inadequately secured cargo; or (xii) driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance.
5. **Rental Fees.** Rental fees are determined at the time of Booking using a daily rate plus any additional costs for add-ons, including additional mileage, roadside assistance, or pets (“**Rental Fees**”). There are no refunds for early returns. Renter is required to pay 20% of the base Rental Fees at the time of Booking, and the balance is to be paid in full on the date of the Pick-up. On

the Pick-up date, the Company will charge the remaining balance of the base Rental Fees to the credit card used by Renter at Booking.

**6. Pick-up & Drop-off.**

- a. Process. Upon arrival at the pick-up location, Renter shall text the Company the unique code provided to Renter in a confirmation email, and the Vehicle will be unlocked remotely. The keys will be inside the Vehicle.
  - b. Location. There is no one set location for rental Pick-up or Drop-off. Renter and Company will agree on a pick a location in the Denver metro area, which will be designated in the Rental Summary at least 24 hours prior to the Pick-up date. The Vehicle will be at the designated location on the Pick-up date. Renter must leave the Vehicle safely and legally parked within the Denver metro area on the Drop-off date and provide the Company notice of the Vehicle's location by 4:00 pm on the Drop-off date. Renter must receive prior approval from the Company to leave the Vehicle outside of the Denver metro area on the Drop-off date.
  - c. Time. The Vehicle may be picked up after 8:00 am on the first day of the Rental Term. The Vehicle must be returned by 4:00 pm on the last day of the Rental Term. If applicable, additional fees may apply for early pick-ups or late drop-offs. If Renter keeps the Vehicle beyond the Rental Term without the approval of the Company, Renter will be charged two times (2X) the daily rate for each additional day the Vehicle is not returned.
  - d. Extensions. Upon request by the Renter prior to expiration of the Rental Term, extensions of the Rental Term at the normal daily rate may be authorized by the Company, in its discretion, if the Vehicle is available.
7. **Mileage.** The rental includes up to 125 miles per day. Mileage is averaged over the rental period. Each additional mile over the allotted 125 miles per day will be charged at the rate of \$0.30 per mile. An additional 75 miles per day may be purchased in advance at the rate of \$20 per day for a total of 200 miles.
8. **Cancellation Policy.** All cancellations must be made at least thirty (30) days prior to the reserved Pick-up date. Any cancellations made within 30 days prior to the reserved Pick-up date will incur a \$250 cancellation fee. Cancellations made within 24 hours of the reserved Pick-up date or a failure to pick up the Vehicle will result in a charge for the full amount of the Rental Fees provided in the original Booking. There are no refunds for early returns of the Vehicle.
9. **Pet and Smoking Policy.** Pets are allowed for an additional one-time fee of \$50 per pet, added to the rental fees at Booking, with the maximum of two pets allowed. No smoking is allowed in the Vehicle. Renter is responsible for any damages to the Vehicle caused by pets or smoking in the Vehicle.
10. **Insurance.** Renters are required to use the provided insurance by Outdoorsy. Insurance rates are included in the daily rate of the rental. See Outdoorsy terms and conditions for insurance coverage and additional information, available at <http://www.outdoorsy.com/insurance>.
11. **Roadside Assistance.** Roadside assistance may be purchased for an additional fee at Booking through our Insurance Partner Outdoorsy. In the event of an accident or mechanical issue, Renter shall notify the Company immediately. When available, a replacement Vehicle may be provided.

12. **Vehicle Inspection.** The Company will inspect the Vehicle using a high definition camera to document the Vehicle's condition prior to Pick-up. Renter shall take pictures of any noticeable damage to the Vehicle at Pick-up and immediately send to the Company. The Company will also inspect the Vehicle using a high definition camera after the Vehicle is returned to the Drop-off location. Renter remains responsible for the safety of, and any damage to, the Vehicle until the Company inspects the Vehicle on the day after the Drop-off date.
13. **Location Restrictions.** All Vehicles must stay within a 500-mile radius of our business office located in Arvada, Colorado. An additional fee of \$250.00 may be charged for any trips traveled beyond the allowed boundary, in addition to a premium of \$0.30 per mile for any mileage accrued over the allotted daily mileage.
14. **Cleaning Policy.** The Vehicle shall be returned in the same condition at Pick-up. This includes picking up any trash and wiping down any soiled surfaces. A cleaning fee may be assessed for any Vehicles returned in less than good condition.
15. **Damage Policy.** Renter is responsible for any damage to the Vehicle. Damage may include but is not limited to: (i) interior damage, including tears, spills, and cracks; (ii) large exterior damage, that is considered more than normal wear and tear; (iii) any cracked windows; (iv) any damage to the tires or wheels; (v) any pet damage; missing or damaged equipment; (vi) loss due to theft of the Vehicle and damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Vehicle; (vii) damage due to vandalism not associated with the theft of the Vehicle; (viii) damages incurred from any Prohibited Use; and (ix) expenses incurred by the Company locating and recovering the Vehicle if Renter fails to return it to a designated Drop-off location pursuant to the terms of this Agreement. The Company is authorized to charge the credit card on file at Booking for any damages. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them and must report all accidents involving the Vehicle to the Company within 24 hours of the occurrence.
16. **Refueling Policy.** Renter is responsible for refueling the Vehicle prior to Drop-off. If Vehicle is returned with less than a full tank of gas, Renter will be charged a refueling fee at the rate of \$5 per gallon of gas. Renter agrees to refill the tank with the required fuel type. Renter is responsible for any damage caused from using the incorrect fuel type in the Vehicle.
17. **Other Matters.** The Company is not responsible or liable for any personal property left in the Vehicle after Drop-off. The Company will work with Renter to return any personal property left in the Vehicle, if recovered, at the Renter's expense.
18. **Waiver of Liability.** Renter fully and forever releases and discharges the Company from any and all injuries (including death), losses, damages claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to the Renter, the Renter's property, or any other person directly or indirectly arising out of or in connection with this Agreement or Renter's use of the Vehicle.
19. **Assumption of Risk.** Renter acknowledges and understands that there are inherent risks involved in the operation and use of the Vehicle. The risks involved may result not only from the Renter's own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the Vehicle, road conditions, or off-road conditions. Further, there may be other risks not known to the Renter or reasonably foreseeable at this time. Renter understands and

has considered the risks involved, and Renter voluntarily and freely chooses to assume these risks.

20. **Indemnification.** Renter agrees to indemnify, defend, and hold harmless the Company for any loss, damage, or legal actions against the Company as a result of the Renter's operation or use of the Vehicle. This includes any attorney fees incurred by Company for these purposes. Renter will also pay for any parking tickets, moving violations, toll fees, or other citations received while in possession of the Vehicle.
21. **Representations and Warranties.** Renter represents and warrants that Renter is legally entitled to operate a motor vehicle under the laws of this jurisdiction and will not operate the vehicle in violation of any laws, or in any negligent or illegal manner.
22. **Force Majeure.** The Company shall not be liable or responsible to Renter, nor deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent for such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company.
23. **Jurisdiction and Venue.** In the event of any dispute over this Agreement, this Agreement will be interpreted by the laws of the State of Colorado, and any lawsuit or arbitration must be brought in Denver county of the State of Colorado. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement would still have full force and effect.
24. **Entire Agreement.** This Agreement, including and together with any related exhibits, constitutes the sole and entire agreement of the Parties with respect to this rental arrangement contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification to this Agreement can be made unless in writing signed by both Parties.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

Dated Effective as of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_.

**RENTER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**EXHIBIT A**  
**RENTAL AGREEMENT SUMMARY**  
**RUGGED VAN RENTALS LTD.,**  
a Colorado limited liability company

**Rental Agreement Summary**

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Rental Agreement Number:

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Renter:

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**Authorized Drivers**

Name: DL #:

Name: DL #:

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**Dates, Times, & Locations**

	<u>Pick-up:</u>		<u>Drop-off:</u>
Day:		Day:	
Date:		Date:	
Time:		Time:	
Location:		Location:	
Total Number of Rental Days:			

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**Vehicle**

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Make:  
Model:  
Year:  
VIN:  
License:

	<u>Pick-up:</u>		<u>Drop-off:</u>
Odometer:		Odometer:	
Fuel:		Fuel:	

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**Add-ons**

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