

Vanish Rental Agreement

SUMMARY

This Rental Agreement (“Agreement”) is made between you (“You,” or “Renter”) and Vanish Travel Inc. (“Vanish”) and governs your rental of a vehicle (“Vehicle”) from Vanish. The terms and conditions of this Agreement shall survive the end of the Rental Period (defined below) and remain in full force and effect.

By entering into a rental from Vanish, You acknowledge that You have read the terms of this Agreement and agree to such terms. If You do not agree to such terms, You are not permitted to rent, drive or use the Vehicle.

RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. Rental Period.** The “Rental Period” begins when you take possession of the keys to the Vehicle. The Rental Period ends upon the completed return of the Vehicle to Vanish. You understand and acknowledge that you should not take possession of the keys to the Vehicle unless you agree and accept the terms of this Agreement.
- 2. Eligible Drivers.** Only the Renter who completes the booking (“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 Vehicle. Driver verification process is conducted by Outdoorsy, a leading RV peer-to-peer rental company that provides rental insurance for the Vehicle (“Outdoorsy”). Permitted Drivers may only drive and operate the Vehicle with the express prior permission from You, and you 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 Vehicle, or caused by or involving the Permitted Drivers.

You represent and warrant to Vanish that you and other Permitted Drivers are capable and validly licensed drivers and will remain capable and validly licensed drivers during the term of the rental.

You further acknowledge and agree that no person shall be allowed to drive the Vehicle 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.

You acknowledge that campervans can be large and handle differently from passenger cars. The Vehicle requires more skill and expertise to operate safely than a passenger car rental. For example, the Vehicle requires more clearance above, in front of, behind, and beside it 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. You agree to only operate the Vehicle on public roadways with sufficient width and height clearance to allow the Vehicle to be operated safely and without damage. Under no circumstances may the Vehicle be operated and used for off-road purposes. In the event that the Vehicle is operated on a private road or for off-road purposes, Roadside Assistance may be unavailable or voided.

Spotters are recommended to assist the driver in backing the Vehicle. You acknowledge that you will confirm that all passengers are properly using seat belts while the Vehicle is in motion.

3. **Restrictions.** You may take the Vehicle to any state in the Continental United States and Canada. Travel into Alaska, the Northern Territories of Canada or Mexico is prohibited. You may not drive the Vehicle in off-road areas or on closed roads.

Driving in a restricted area may result in vehicle damage and will result in a breach of the Agreement. You are liable for all damage to the Vehicle that results from vehicle misuse and/or your negligence, including driving on unpaved surfaces (see "Maintenance and Responsibility").

You must comply with any regulations that that govern parking or sleeping in the Vehicle.

Under no circumstances shall:

- Any person consume drugs or alcohol while operating the Vehicle
- Any person use illicit substances at any point during the Rental Period
- You allow more passengers than the Vehicle has seat belts
- The Vehicle be taken outside the United States or Canada
- You allow anything to be towed behind the Vehicle
- You carry persons or property for hire
- Any person be allowed on the roof of the Vehicle
- Any driver use a handheld communication device while operating the Vehicle
- The Vehicle be taken to the Burning Man festival
- You operate, use or occupy the Vehicle other than in accordance with applicable local laws
- You operate or use the Vehicle in a negligent manner
- You operate or use the Vehicle in a manner that is prohibited by this Agreement
- You permit an animal other than a dog or cat inside the vehicle

4. **Pick-up.** You may pick up the Vehicle between the hours of 9am and 5pm on the date of your scheduled departure. Instructions for unlocking the Vehicle will be provided by Vanish. Prior to your departure, you are required to watch the Instructional Video provided by Vanish. By accepting the Vehicle and driving it away from the pick-up location, you represent and warrant that you have watched the Instructional Video in its entirety.

Prior to your departure, you will inspect the Vehicle for any damage and acknowledge such damage either 1) on a Departure Form provided by a Vanish employee, or 2) by text message to a Vanish employee. By accepting the Vehicle and driving it away from the pick-up location, you represent and warrant that you have completed the damage inspection report of the Vehicle and reported all damage to Vanish.

You accept the Vehicle "As Is" with all faults and without reservation. Vanish does not warrant and expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the Vehicle or tire condition or quality, performance, utility, suitability or fitness for any particular purpose.

5. **Return of the Vehicle.** You will return the Vehicle between the hours of 9am and 5pm on the date of your scheduled return. You will return the Vehicle to the same location at which you picked it up. You agree to return the Vehicle with a full tank of gas or be subject to a "Refueling Fee." Upon your return, you will either 1) give the Vehicle's key directly to a Vanish employee or 2) if instructed to do so by a Vanish employee, leave the key inside the Vehicle and complete a remote check-out, ensuring the Vehicle is locked.

If you return the Vehicle after 5pm on the date of your scheduled return, you may be charged a "Late Fee" of \$50 for each hour until the Vehicle is returned (i.e. returns between 5:01pm and 6:00pm may be charged \$50, returns between 6:01pm and 7:00pm may be charged \$100, and so forth). The maximum fee you may be charged is \$250 for a late return on the day of your scheduled return. If you return the Vehicle on a date subsequent to the date of your scheduled return, you will be charged \$1,000 per day until the Vehicle is returned (i.e. returns on the date after your scheduled return will be charged \$1,000, returns on the 2nd day after your scheduled return will be charged \$2,000, and so forth). No refunds will be offered for early returns.

Upon return of the Vehicle, you will make note of any damage that occurred during the Rental Period by communicating directly with a Vanish employee and noting any such damage in writing. In addition to the loss of your Security Deposit and to your liability for additional damage to the Vehicle, if Vanish discovers damage that was not reported by you, you will incur a \$100 "Unreported Damage Fee".

6. **Cancellations and Refunds.** A full refund will be provided for cancellations in which the departure date is at least 30 days away. When the cancellation is made less than 30 days prior to departure, you can receive a 75% refund of the booking total, as well as a full refund of any insurance paid.
7. **Security Deposit.** A \$1,000 security deposit will be charged 3 days before your trip begins. The deposit will be released seven days after the end of your Rental Period, less any damages or additional fees, such as the Refueling Fee or Toll Charges (as defined below). If the total cost of any damages and additional fees exceeds the amount of the security deposit, you may not receive a refund of the Security Deposit and may be liable for additional amounts due to Vanish.

8. **Daily Rates.** Vanish's rental rates are charge on a per-day basis. For example, if you pick up the Vehicle on a Friday and return it on the ensuing Sunday, the rental amount will reflect the relevant daily rate multiplied by 3 days. Vanish has established the per-day pricing structure to provide renters with the opportunity to schedule early pick-ups and late drop-offs. Season and demand will impact the daily rate and daily rates may vary.
9. **Additional Fees and Charges.** You may incur additional fees and charges payable to Vanish, including the following:
- **Excess Mileage Fee.** Your rental includes 200 free miles per day. Any excess mileage incurred is charged at a rate of \$0.95 per mile, calculated cumulatively over the Rental Period. For example, a 5-day rental would include the first 1,000 miles for free, and if the van were to travel 1,200 miles during this Rental Period, the excess mileage fee would be \$190. The excess mileage fee is calculated after you return the vehicle.
 - **Toll Reimbursement.** You agree to reimburse Vanish for any unpaid tolls incurred during the Rental Period.
 - **Traffic Violation Reimbursement.** You agree to pay or reimburse Vanish for all fines, penalties, interest, and court costs for parking, traffic and other violations, including storage liens and charges incurred as a result of the rental. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless Vanish consents 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. You agree to indemnify and hold Vanish harmless for any such tickets, citations, fines, penalties, interest and administrative fees.
 - **Refueling Fee.** If you return the Vehicle with a gas tank that is less than 7/8th full, you agree to pay a \$25 Refueling Fee plus the bill for the gas needed to bring the gas tank to full.
 - **Miscellaneous Reimbursement.** You agree to reimburse Vanish for any and all unpaid service and maintenance expenses incurred during the Rental Period, including costs from towing, repair, and servicing.

You authorize Vanish to collect Additional Fees and Charges by charging your credit card or debit card or drawing against your Security Deposit for the relevant amount.

10. **Insurance.** You must be approved for Rental Insurance through Outdoorsy and/or Outdoorsy's affiliate, "Wheelbase Pro."

You are responsible for all damages or losses caused to yourself, your property, the Vehicle, and/or third parties if Outdoorsy deems you responsible. You acknowledge 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 you, or any other driver, from any other source, whether primary, excess, secondary or contingent in any way.

In the event of any loss or damage to the Vehicle, 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, you are responsible and required to pay up to the deductible outlined in the protection package you selected. In the event you have violated this Agreement, you will be held responsible for the full amount of the claim including any insurance deductible.

11. **Accidents.** If an accident occurs, you agree to contact Vanish as soon as possible. You will gather license and insurance information from the involved parties at the scene of the accident. You are required to take photographs of the accident and file a police report if the damages are extensive. You must report all accidents or incidents of theft and vandalism to Vanish and the police as soon as you discover them.
12. **Repairs and Roadside Assistance.** In the unlikely event of a breakdown or mechanical issue with the Vehicle during the Rental Period, Vanish offers Roadside Assistance service included with the Vehicle. You agree to contact Vanish if you experience any mechanical issues and Vanish will help coordinate the necessary roadside assistance and/or repair work. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.
13. **Maintenance and Responsibility.** You are responsible for refueling the Vehicle with unleaded gasoline. Do not use Diesel.

You are responsible for operating and maintaining the Vehicle in accordance with Vanish's Instructional Manual provided within the Vehicle. During your Rental Period, you may need to empty grey water tanks and/or the toilet. You may need to refill the freshwater tank. The Vehicle's electrical system runs off a house battery bank that you are responsible for recharging in the event the batteries' electrical charge is depleted.

You are responsible for repair and towing charges if driving off-road causes damage to any part of the Vehicle.

You are responsible for returning the Vehicle in a clean and respectable state, similar to when you first picked it up. An additional cleaning fee up to the amount of \$200 will be charged if you return the Vehicle in poor condition.

14. **Smoking.** Smoking is not permitted in the Vehicle. If there is evidence of smoking that occurred inside the Vehicle, including the smell of cigarette smoke that cannot be removed by cleaning the inside of the Vehicle, you will be charged a \$1,000 Smoking Fee.

15. **Animals.** Dogs and cats are permitted with prior permission from Vanish. A \$40 Pet Fee per pet is charged for cleaning services. A \$100 Unreported Pet Fee will be assessed if there is evidence of an unapproved pet in the Vehicle.
16. **Right to Collect Payment.** Vanish reserves the right to collect payment from you for any damage incurred during the Rental Period and for any Additional Fees and Charges. Vanish may collect payment by means of charging your credit card or debit card, withholding your Security Deposit and any other means lawfully available.
17. **Property in the Rental.** Vanish is not responsible for loss of, theft, or damage to any property in or on the Vehicle, regardless of who is at fault. You will be responsible to Vanish for claims by others for loss or damage caused by your property.
18. **GPS Technology.** The Vehicle may be equipped with global positioning satellite technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.
19. **Indemnification.** You shall forever defend, indemnify, and hold Vanish and its officers, directors, employees, owners, shareholders and agents harmless from all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, fines, penalties, judgments, and other expenses incurred by them in any manner from use of the Vehicle by You or any person, including claims of, or liabilities to, third parties or resulting from latent or other defects whether or not discoverable by you or Vanish. This indemnity shall continue in perpetuity and remain in effect at all times despite the return of the Vehicle before or after expiration of the Agreement whether by formal request or otherwise. It is agreed and understood that Vanish has the right to control the defense of any such claim. YOU WAIVE AND RELEASE VANISH FOR ANY CLAIM OR LIABILITY FOR DIRECT, 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 OR THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER VANISH HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.
20. **Limitation of Liability.** THE RISK ARISING OUT OF YOUR RENTAL OF THE VEHICLE REMAINS WITH YOU. IN NO EVENT WILL VANISH'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT YOU HAVE PAID TO VANISH TO RENT THE VEHICLE.
21. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND AS REQUIRED BY APPLICABLE LAW, VANISH DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, OR GUARANTY, AS TO THE PERFORMANCE, RELIABILITY, FUNCTIONALITY, QUALITY, MERCHANTABILITY, OR OPERABILITY OF THE VEHICLE RENTED HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE VEHICLE IS PROVIDED ON AN "AS IS" BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ANY WARRANTIES ARISING

FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

22. **Termination.** Upon verbal or written notice to You, Vanish can terminate this Agreement and your booking of the Vehicle for a breach of the terms herein. Upon termination, You shall return the Vehicle in strict accordance to the instructions given by Vanish.
23. **Severability.** If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.
24. **Entire Agreement; Conflicting Terms:** In the event of any conflict between this Agreement and any other documentation, this Agreement shall govern.