

TERMS AND CONDITIONS

These Terms and Conditions ("**Agreement**"), along with California Dreamin' RV, LLC Rental Contract ("**Rental Contract**") executed by the individual named as the renter ("Renter" or "you" or "You") of an RV in such Rental Contract, which are incorporated herein by reference, is made by and between the persons listed in the booking details page of the Rental Contract, namely the Renter as the renter and California Dreamin' RV, LLC, a California limited liability company as the owner of the RV ("California Dreamin' RV" or "we" or "us") for the rented recreational vehicle (the "Rental"). Renter and California Dreamin' RV are referred to collectively herein as the "Parties".

The terms and conditions of this Agreement shall survive the end of the rental period specified in the Rental Contract and remain in full force and effect. Where Renter has released and/or indemnified California Dreamin' RV, it has also released and/or indemnified California Dreamin' RV's managers, officers, members, employees, agents, affiliates and their respective successors and assigns.

By entering into a confirmed booking and by executing the Rental Contract, Renter acknowledges that he/she/they read the terms of this Agreement and agree to such terms before taking possession of the Rental.

The Renter and California Dreamin' RV agree as follows:

1. Renter. The "**Renter**" shall mean the individual person completing a booking using his/her California Dreamin' RV account and signing the Rental Contract.
2. Credit Card Processing. Renter permits California Dreamin' RV to process a charge to the credit card listed on file for all rental and claim related charges due under this Agreement.
3. Designated Driver. The Parties have read and agree to the terms and conditions of this Agreement and acknowledge and agree 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 only verified drivers listed on the Rental Contract or other forms provided by California Dreamin' RV are allowed to drive or operate the rental vehicle.
4. Rental. The "**Rental**" means the motorized recreational vehicle rented by the Renter from California Dreamin' RV, and includes tires, tools, key fobs, keys, equipment, included plates, documents and other products or property provided by California Dreamin' RV with the vehicle.
5. AS-IS DISCLAIMER. RENTER ACCEPTS RENTAL "AS IS" WITH ALL FAULTS AND WITHOUT RESERVATION. CALIFORNIA DREAMIN' RV 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.
6. Right of California Dreamin' RV to Take Possession of Rental. Renter agrees that

California Dreamin' RV shall always have a superior right of possession of the Rental over Renter. In the event that California Dreamin' RV, in its sole and absolute discretion, determines the Rental is at risk of damage or loss, California Dreamin' RV 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 California Dreamin' RV 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. California Dreamin' RV agrees that Renter is wholly responsible for these charges and will hold California Dreamin' RV harmless.

7. Rental Period. The "**Rental Period**" begins when California Dreamin' RV 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 California Dreamin' RV at the location specified in the Rental Contract.
8. For rentals involving the delivery of the Rental by California Dreamin' RV, 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 California Dreamin' RV, or delivered to the designated delivery driver (as designated by California Dreamin' RV) as specified in the Rental Contract. Any damage that occurs until the Rental is returned as specified in the preceding sentence is the responsibility of the Renter up to the amount of the deductible as to the required insurance described in the Rental Contract.
9. Policies. Renter understands and acknowledges that he/she/it should not enter into a booking and key exchange unless they agree and accept the terms of this Agreement, as well as the Rental Contract and any policies provided in writing to Renter ("Policies") at the time of taking possession of the Rental. A confirmed booking is an express agreement to this Agreement, the Rental Contract and the Policies.
10. 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 California Dreamin' RV ("**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 California Dreamin' RV 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 California Dreamin' RV's verification process.
11. Operating Rental. 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. 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 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.

12. Prohibited Use of the Rental and Violations of this Agreement. 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 Agreement, the Rental Contract and the Policies. A VIOLATION OF THIS PARAGRAPH, AS DEFINED BELOW, ALLOWS CALIFORNIA DREAMIN' RV 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 CALIFORNIA DREAMIN' RV FOR ALL PENALTIES, FINES, FORFEITURES, LIENS, DAMAGES, AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES AND COSTS THAT CALIFORNIA DREAMIN' RV MAY INCUR.

It is a violation of this Agreement and this **Paragraph 12** 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; (4) to be operated in a test, race or contest or offroad; (5) to install a hitching device on the Rental or to make any change or addition to the Rental so it may become a towable vehicle; (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 outside of the continental United States or to a location or event not permitted by California Dreamin' RV (e.g. in a foreign country or attending an unauthorized festival such as Burning Man); (10) Renter materially misrepresents the intended use or destination of the Rental; and (11) Renter violates this Agreement or any Policies.

B. Pets or other animals (aside from service animals) are allowed into the Rental without

prior permission from California Dreamin' RV. The American With Disabilities Act 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, California Dreamin' RV 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 California Dreamin' RV. Anyone is on the roof of the Rental, regardless of whether the Rental is equipped with a ladder.

D. Renter or an additional driver, whether authorized or not: (1) fail to promptly report to California Dreamin' RV any damage to or loss of the Rental when it occurs or when Renter learns of it and provide California Dreamin' RV with a written accident/incident report or fail to cooperate with California Dreamin' RV'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.

E. Renter or an additional driver, whether authorized or not, return the Rental after hours agreed-upon with California Dreamin' RV 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.

F. 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 this Agreement.

13. Tolls, Fines, Expenses, Costs and Administrative Fees. Renter agrees to report to California Dreamin' RV 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 California Dreamin' RV 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 this Agreement, the Rental Contract or the Policies, such as for repossessing or recovering the Rental for any reason. Renter agrees that California Dreamin' RV may, in its sole discretion, pay all tickets, citations, fines, penalties and interest on Renter's behalf directly to the appropriate authority and Renter will pay California Dreamin' RV 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 California Dreamin' RV 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 California Dreamin' RV to release the rental and credit/debit card information regarding the rental to any agent California Dreamin' RV 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 California Dreamin' RV or the Rental during the rental plus a reasonable administrative fee. Renter authorizes California Dreamin' RV's agent to bill Renter directly to the credit/debit card used to book the rental. Renter authorizes California Dreamin' RV's agent to contact Renter directly regarding any tickets, citations, fines and penalties incurred by Renter or assessed against California Dreamin' RV or to Rental while its was rented to Renter.

In the event California Dreamin' RV 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 California Dreamin' RV 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.

Renter agrees to indemnify, defend and hold California Dreamin' RV and its managers, owners, employees and agents and their respective successors and assigns harmless for any such tickets, citations, fines, penalties, interest and administrative fees.

14. Fuel Use. No warranties are made regarding fuel tank capacity or fuel mileage. All gasoline, diesel or propane refueling during the trip is at Renters expense. Upon return fuel (gas or diesel) must be at or above departure level. Propane tank level upon return can be at any level; provided , however, that if the propane tank less is not full when returned, you will be charged a \$25 fee. Your propane tank will be at least 1/2 upon departure.
15. Departure Policy. California Dreamin' RV 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 California Dreamin' RV immediately by contacting Customer Support at __818 469 3462. 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. California Dreamin' RV 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.
16. 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 California Dreamin' RV or their designated delivery driver. Any damage that occurs during the delivery or return of the Rental is the responsibility of California Dreamin' RV

up to the amount of the deductible. All delivery drivers of insured vehicles must be approved via California Dreamin' RV verification check or must have provided additional proof of insurance coverage through a reputable third party insurer.

17. Return Policy. Renter agrees to return or leave the Rental no later than the checkout time indicated on the Booking Confirmation reflected in the Rental Contract or such other time as mutually agreed to by California Dreamin' RV. If Renter cannot drop Rental off on the scheduled date of return, Renter must extend the rental solely on the California Dreamin' RV platform with California Dreamin' RV's permission. Renter agrees that Renter no longer has permission to stay in the Rental in the event that the Rental is not vacated or returned by the return date specified in the Rental Contract, and California Dreamin' RV 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 California Dreamin' RV must cancel another confirmed and paid for California Dreamin' RV 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). Renter should take photos of the unit at the time of return. Any variable charges may be assessed and charged against the security deposit.

California Dreamin' RV 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.

18. 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, Covid -19 or other viruses or health emergencies, hail or other acts of nature or God, Renter is responsible and is required to pay up to the deductible outlined in the Rental Contract. In the event Renter has violated this Agreement or the Rental Contract or Policies, Renter will be held responsible for the full amount of the claim including any insurance deductible.

When accepting the Rental, Renter and California Dreamin' RV, or authorized representative of California Dreamin' RV, 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 California Dreamin' RV, or authorized representative of California Dreamin' RV, 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 California Dreamin' RV may result in any claims being denied. California Dreamin' RV 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 California Dreamin' RV for the cost of the repair if California Dreamin' RV deems Renter is responsible for the damage.

To the extent that the security deposit paid to California Dreamin' RV is insufficient to cover the damages incurred by Renter, Renter will pay California Dreamin' RV 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 California Dreamin' RV via California Dreamin' RV message, and provide a copy of the police report to California Dreamin' RV and California Dreamin' RV. Renter must report all accidents involving the Rental to California Dreamin' RV within 24 hours of the occurrence and provide a copy of the accident report to California Dreamin' RV. 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. California Dreamin' RV must report all accidents involving the Rental to California Dreamin' RV within 48 hours of return of the Rental and provide supporting documentation such as photos, video, police report or statements. Some Rentals are equipped with awnings. Awning usage may be restricted by California Dreamin' RV. If California Dreamin' RV 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 California Dreamin' RV 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 California Dreamin' RV in order for damages to be covered by the purchased protection package.

If the Rental is returned to California Dreamin' RV 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 drop-off that clearly indicate no damage sustained, California Dreamin' RV will make a determination as to the validity of any subsequent claims.

19. Indemnification and Waiver by Renter. Renter shall forever defend, indemnify, and hold California Dreamin' RV and its managers, members, officers, directors, employees, agents, and parent and affiliated companies and their respective successors and assigns, harmless from all losses, obligations, liabilities, damages, injuries, death, 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 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 California Dreamin' RV, or claims of negligence or gross negligence. This indemnity shall continue in effect at all times despite the return of the Rental before or after expiration of the contract terms of this Agreement or the Rental Contract, whether by formal request from California Dreamin' RV or otherwise. It is agreed and understood that California Dreamin' RV has the right to control the defense of any such claim.

UNLESS PROHIBITED BY LAW, RENTER WAIVES AND RELEASES CALIFORNIA DREAMIN' RV AND ITS AFFILIATES, MEMBERS, MANAGERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, INCLUDING CALIFORNIA DREAMIN' RV, THE "**RELEASED PARTIES**") 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 OF ANY KIND ARISING FROM OR RELATED TO THE RENTAL OR THE USE OF THE RENTAL OR THE BOOKING OR THIS AGREEMENT OR THE RENTAL CONTRACT REGARDLESS OF THE LEGAL THEORY UNDER WHICH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER CALIFORNIA DREAMIN' RV OR ANY OTHER RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

UNLESS PROHIBITED BY LAW, RENTER FURTHER RELEASES AND HOLDS HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS FOR DAMAGES AND CONSEQUENTIAL DAMAGES INCURRED BY RENTER AND ANY OTHER OCCUPANT OF THE RENTAL INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY OR DEATH, COSTS FOR REPLACEMENT RENTALS, FUEL, TELEPHONE, TRAVEL, MEALS, LODGING COSTS, LOSS OF PERSONAL PROPERTY, LOSS OF REVENUE, OR FOR ANY OTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND THAT RENTER OR ANY OCCUPANT OF THE RENTAL MAY INCUR. TO THE EXTENT NOT PROVIDED FOR IN THE PRECEDING SENTENCE, RENTER FURTHER AGREES TO INDEMNIFY, DEFEND AND FOREVER HOLD HARMLESS CALIFORNIA DREAMIN' RV AND THE OTHER RELEASED PARTIES 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 THE RENTAL CONTRACT AND AGREES, IN SUCH EVENT, TO PROVIDE A DEFENSE THEREFORE AS CHOSEN AND DIRECTED BY CALIFORNIA DREAMIN' RV AND THE OTHER RELEASED PARTIES AND TO PAY ANY EXPENSES IN THE DEFENSE OF ANY SUCH CLAIM OR LAWSUIT, INCLUDING, WITHOUT LIMITATION, CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ON THE PART OF CALIFORNIA DREAMIN' RV. RENTER UNDERSTANDS AND AGREES THAT AS PART OF THE CONSIDERATION OF CALIFORNIA DREAMIN' RV RENTING THE RENTAL TO RENTER, RENTER DOES HEREBY ASSIGN TO CALIFORNIA DREAMIN' RV ANY CAUSE OF ACTION JUDGMENT OR SETTLEMENT AS THE RENTER MAY HAVE AGAINST ANY PERSON, FIRM OR CORPORATION, INCLUDING BUT NOT LIMITED TO CALIFORNIA DREAMIN' RV, TO SECURE SATISFACTION AND DISCHARGE OF ANY JUDGMENT OVER AND AGAINST CALIFORNIA DREAMIN' RV FOR ACTUAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, AND/OR CLAIMS FOR INDEMNITY

AND/OR CONTRIBUTION, STATUTORY, CONTRACTUAL OR OTHERWISE.

20. California Dreamin' RV'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 AND CALIFORNIA DREAMIN RV'S AGGREGATE TOTAL LIABILITY UNDER ANY THEORY WHATSOEVER IN CONNECTION WITH ANY RENTAL OR BOOKING SHALL BE LIMITED TO: THE TOTAL RENT PAID OR PAYABLE BY RENTER TO CALIFORNIA DREAMIN' RV UNDER THIS AGREEMENT.
21. All of the provisions of this Agreement shall survive the termination of this Agreement and/ or the return of the Rental to us.
22. Property in the Rental. California Dreamin' RV is 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 California Dreamin' RV's premises, or received or handled by them, regardless of who is at fault. Renter will be responsible to California Dreamin' RV for claims by others for loss or damage caused by Renter's property.
23. 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 the Rental Contract and Policies before being asked to take possession of the Rental. Additionally, Renter expressly authorizes California Dreamin' RV to process a charge to the credit card(s) listed on file for all rental and claim related charges due under this Agreement or the Rental Contract 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 and any security deposits paid by Renter.
24. 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 Rental Contract. The amount of the security deposit is stated in the booking confirmation. California Dreamin' RV 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 Rental Contract, and by accepting the Rental Renter understands and expressly consents to use of the charge card for such purposes.

California Dreamin' RV has up to 7 days from the return of the Rental to inspect the Rental for damages and notify California Dreamin' RV 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 California Dreamin' RV.

AS DESCRIBED IN THIS AGREEMENT OR THE RENTAL CONTRACT 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 California Dreamin' RV in the booking. Smoke odors in returned Rentals will result in additional fees set by California Dreamin' RV.

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, California Dreamin' RV 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.

25. **Repairs and Roadside Assistance.** In the unlikely event of a breakdown or mechanical issue with the Rental during the Rental Period, California Dreamin' RV 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 California Dreamin' RV. 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 California Dreamin' RV Protection Package. If the Protection Package purchased does not include roadside assistance services, Renter may apply and pre-pay for roadside assistance

through California Dreamin' RV. Roadside assistance services are provided per the terms and restrictions issued by the roadside assistance provider.

Appliances. The A/C, heat, awning, radio, microwave, television, jacks, plumbing, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to Renter, but we will work to try and get issues addressed while the rental is underway. For assistance, Renter is advised to call us at 818 469 3462.

If the Rental becomes inoperable for more than 24 hours and such occurrence is not due to Renter's breach or violation of any of the provisions of this Agreement or the Policies, our liability to you is limited to the daily rental rate times the number of days the Rental is inoperable. We are not responsible for the loss of vacation, personal or business time, or any incidental expenses incurred by you as a result of breakdown or any problem(s) with the Rental.

26. Insurance & Costs. Renter is responsible for all damages or losses caused to themselves, their property, the Rental, and/or third parties if California Dreamin' RV deems Renter responsible. Renter must be approved for insurance for the Rental through California Dreamin' RV. 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 California Dreamin' RV 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 California Dreamin' RV 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.
27. Personal Information; Telematics Devices; Consent to Communications. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The RV may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. You agree to inform all drivers and passengers of the RV of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system. You agree that to service or otherwise administer your account or to recover amounts you may owe, that we, the Company, or an assignee or collection agency of our choosing ("Collector"), may contact you by calling or sending text messages or emails to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent that you are either the owner or the primary user of the number(s) or email address that you have provided and that the contact information provided is accurate and easily accessible to you. You also agree to update us promptly if that the number(s) or email address changes so that

we do not try to contact a number or email address that is no longer owned or used by you. We or our assignee, or a Collector may also contact you by sending text messages or e-mails, using any number or e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. You may revoke your consent at any time by contacting us.

28. 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 this Agreement. The Parties further agree that such arbitrations shall be conducted in Orange County, California. This Agreement shall be construed in accordance with the laws of the state of California without regard to conflict of law principles . Renter agrees that in the event California Dreamin' RV prevails in a lawsuit or arbitration action to enforce this Agreement or the Rental Contract, California Dreamin' RV shall be entitled to recover all its costs and reasonable attorney's fees incurred in that action. California Dream'RV may file a lawsuit to seek equitable relief in any federal or state courts located in Orange County, California and in such case, the Renter agrees this Agreement and the Rental Contract are entered into in Orange County, California, and consents to the personal jurisdiction of any proper court located therein.
29. Cooperation. The Parties agree to cooperate and coordinate with each other generally and to take any actions California Dreamin' RV 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 California Dreamin' RV reasonably requests, giving testimony under oath, and taking any other actions California Dreamin' RV reasonably requests related to this Rental Agreement or the Rental or the rental transaction.
30. Additional Conditions. This Agreement does not create any type of partnership between Renter and California Dreamin' RV. This Agreement may not be cancelled or modified except in writing signed by all of the Parties.
31. Not Assignable. This Agreement is not assignable by Renter and any purported assignment shall be void. This Agreement may be assigned by California Dreamin' RV in connection with a sale of its business or a merger or reorganization or other similar transaction.
32. This Agreement and the Rental Contract and Policies (the "Total Agreements") constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this Rental are void. A waiver by us of any breach of these Total Agreements is not a waiver of any additional breach or waiver of the performance of your obligations under these Total Agreements. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under

these Total Agreements does not constitute a waiver of any other provision of these Total Agreements.