

Glamp Mobile, Inc. Rental Terms and Conditions

These rental terms and condition (the "Rental Terms") govern the reservation, rental, and use of Glamp Mobile, Inc. vehicles. Renter agrees to be bound by the terms and conditions contained in the Agreement and the Rental Term by signing the Intake Form, and Renter certifies that Renter has read and understands the Agreement and accepts full responsibility for the Agreement. These Rental Terms apply in combination with any additional terms, including but not limited to the Intake Form, insurance terms, schedules, and other policy terms, provided to You at the time of rent (collectively, the "Agreement"). The Agreement is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner. A copy of these Rental Terms will be e-mailed to the e-mail address provided to Owner in the process of renting a vehicle.

As a condition of the rental, Renter is required to purchase supplemental, third-party insurance for the Vehicle for the entire Rental Period. Renter shall not be allowed to rent the Vehicle without supplemental insurance coverage and Owner reserves the right to cancel the rental without liability if Renter fails to purchase the supplemental insurance by the start of the Rental Period.

Renter agrees and understands that electronic signatures are the legal equivalent of Renter's handwritten signature and consents to be legally bound to the Agreement by affixing Renter's signature to the Intake Form and any future documents with a signature requirement. Renter agrees that the Agreement may contain checkboxes or other manners of indicating affirmation or consent, and that by checking the checkbox or clicking "I Accept," Renter agrees to be bound to those terms and conditions.

1. **Definitions:** For the purposes of the Rental Terms and the Agreement the following terms are specifically defined:
 - a. "Charges" shall mean the charges and fees set forth in the Intake Form and any additional charges incurred according to the Agreement.
 - b. "Driver" shall mean an individual who is authorized by the Rental Terms to drive the Vehicle. If Owner is an individual, Owner is considered a Driver under these terms and conditions.
 - c. "Owner" or "Glamp" shall mean Glamp Mobile, Inc. including all of its subsidiaries and affiliates.
 - d. "Rental Period" shall mean the period of time defined on the Intake Form and is the time from when Renter is authorized to take possession of the Vehicle until the Vehicle is returned or recovered and checked in by the Owner. The Rental Period shall include any Extended Return Time as applicable.
 - e. "Rental Return Date" shall mean the date listed on the Intake Form that Renter must return the Vehicle.
 - f. "Renter" or "You" shall mean the individual person or entity identified on the Intake Form as the "Renter."
 - g. "Vehicle" shall mean the vehicle identified on the Intake Form or any replacement vehicle.
2. **Use of Vehicle.**
 - a. Unless agreed to in writing by Owner, only the Renter is authorized as a Driver of the Vehicle. Additional Drivers may be authorized, but additional Driver's will be subject to additional charges, and any additional Driver's must agree to be bound by the terms of the Agreement and

these Rental Terms. Renter acknowledges that Renter will remain financially responsible under the Agreement at all times even if the Vehicle is operated by an additional Driver or someone other than Renter. Renter agrees that Owner has the right to verify that Renter's license has been validly issued and is in good standing as a condition precedent to each rental; and that Owner may refuse to rent to Renter if Renter's license is not in good standing.

- b. To reserve use of the Vehicle during the Rental Period, Renter is required to place a deposit in the amount stated on the Intake Form. Upon successful processing of the deposit, Renter will receive a confirmation of the reservation at the e-mail provided on the Intake Form. A reservation is not confirmed until Renter receives the notice of confirmation. The remaining balance and any additional charges incurred prior to pickup shall be due and payable upon pickup. Unless stated otherwise in these Rental Terms, Renter must personally pick up and return the Vehicle on or before the Rental Return Date at Owner's business address in the same condition it was received except for any ordinary wear and tear. Extensions to the Rental Period are at Owner's sole option.
- c. Rates and Charges. Renter shall pay all amounts as set forth on the Intake Form. During the Rental Period, Renter shall be charged a rental rate as set forth in the Intake Form. The rental rate applies to consecutive 24-hour periods starting at the time the rental begins or, if a calendar day is specified on the Intake Form, each consecutive calendar day or any part of a calendar day starting on the Rental Start Date. Renter agrees to pay all additional Charges incurred before, during, and after the Rental Period and authorizes Owner to charge the credit card provided at the time of reservation. The rental deposit shall be used to pay any additional charges and fees incurred by Renter.
- d. Delivery and Retrieval of Vehicle. Renter has the option to request that Owner deliver the Vehicle to Renter at or around the time stated in the Intake Form and at a location requested by the Renter subject to additional delivery charges. Renter has the option to request that Owner retrieve the Vehicle at a location requested by the Renter subject to additional pick-up charges. If Renter elects to have Owner retrieve the Vehicle, Renter is required to have the Vehicle present at the retrieval location stated on the Intake Form at the Rental Return Time. Unless approved in writing in advance, delivery and pick-up of the Vehicle is limited to 75 miles from Owner's office as calculated by Owner. Owner can refuse any request for delivery or pick-up for any reason.
- e. Late Return. Vehicles are due to be returned no later than 4:00 PM Eastern (the "Rental Return Time") on the Rental Return Date and to the location stated on the Intake Form unless agreed otherwise in writing by the Owner. Renter may request an extension to the Rental Return Time up to the start of the Rental Period, which will be subject to approval by Owner and subject to additional charges. The additional time shall be termed, "Extended Return Time" and shall be included in the Rental Period. If the Vehicle is not returned by the Rental Return Time or by the conclusion of the Extended Return Time if such time was purchased by Renter, Renter agrees to be and shall be charged a late return daily rate \$350.00 for each 24-hour period until the Vehicle is returned to Owner's business address. Each portion of a day shall be rounded up to the nearest full day. Late returns will also incur an administrative fee of \$100.00 for each day the Vehicle remains unreturned.
- f. Region. Renter is only allowed to use the Vehicle in the contiguous United States and Canada.

- g. Mileage. Renter will be allowed unlimited miles per day to use during the Rental Period without incurring additional Charges.
- h. Fuel. Renter is required to return the Vehicle with a fuel level at or above the level of fuel in the Vehicle at the time of pickup. If the fuel level at return is below the fuel level at pickup, Renter will be charged the market rate to return the fuel level to the pickup level as well as an additional \$50 administrative fee.
- i. Pets. Renter is allowed to bring pets during the rental. Renter will be charged a non-refundable pet fee of \$\$100 per Rental Period. Renter shall pay all fees incurred by Owner if cleaning is required to remove any pet hair, pet mess, and/or pet odor.
- j. Towing. Renter is allowed to tow up to 5000 lbs with the optional tow hitch. Renter will be charged a non-refundable \$200 tow fee per Rental Period, if this option is selected on the rental intake form.
- k. Smoking. Smoking of any kind, including e-cigarettes and vaping, is prohibited in the Vehicle. If cleaning, repair, or deodorizing is needed as a result of smoking any substance, Renter shall be responsible for additional cleaning fees incurred by Owner.

3. **Cancellation.** Renter may cancel the reservation subject to the following cancellation table:

Cancellation Time Period	Refund
Cancellation greater than 45 days from the Rental Start Date	100% refund of fees paid to Owner
Cancellation 44-30 days from the Rental Start Date	Renter will forfeit the security deposit but receive a 100% refund of any other fees paid
Cancellation 29-14 days from the Rental Start Date	Renter will forfeit the security deposit and 50% of any other fees paid
Cancellation less than 14 days from the Rental Start Date	Renter will not be refunded for any fees paid.

4. **No Guarantee.** Owner is a small business and does everything in its power to ensure that the Vehicle Renter reserved is available for use during the Rental Period. However, if events outside of Owner’s reasonable control, such as damage or accident to the Vehicle, result in Vehicle being inoperable or unavailable to Renter, Owner reserves the right to cancel the rental and terminate the Agreement. Owner will make commercially reasonable efforts to find a replacement Vehicle for all or part of the Rental Period. In the event of a cancellation under this Section, Renter’s sole right and remedy is a refund of any fees paid by Renter to Owner for use of the Vehicle.

5. **Renter’s Obligations and Limits on Use.**

- a. Renter shall be responsible for all of the following:
 - 1. Payment of all toll charges incurred during the Rental Period in addition to a \$1 per toll processing fee. The Vehicle will be equipped with an EZ-Pass, and Renter is responsible for all tolls charged to the Vehicle’s EZ-Pass.
 - 2. If the Vehicle is returned with damage that occurred while the Vehicle was in possession of the Renter, Renter is responsible to pay for all damages if Renter was at fault whether the damage was caused intentionally or negligently by Renter or anyone permitted to operate or occupy the Vehicle by Renter. Renter shall be responsible for any and all damages, including loss of revenue and additional expenses not covered by insurance.

3. Renter is responsible for reporting and paying all parking and traffic violations incurred during the Rental Period. Not reporting parking/traffic violations will result in an administrative charge of \$100.00 per violation.
- b. Limits on Use. Renter agrees to the following limits on use:
1. Vehicle shall not be driven by any person other than Renter without Owner's prior written consent.
 2. Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.
 3. Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
 4. Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to push anything.
 5. Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.
 6. Renter shall not remove any seats from Vehicle.
 7. Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 8. Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.
 9. Vehicle shall not be driven or taken outside the region authorized on the Intake Form.
 10. Vehicle shall not be taken off-road or on un-maintained roads.
 11. Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle.
 12. Renter shall not sublease the Vehicle.
 13. Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 14. Renter shall not carry a passenger under the age of seven unless that passenger is restrained in a Federally approved child restraint system.
 15. Vehicle shall not be used for testing Vehicle's technological components or capabilities.
- c. Roadside Assistance. In the event that the Vehicle requires roadside assistance, Renter shall, as soon as reasonably practicable, call Owner at the telephone number listed on the Intake Form to report the reason for roadside assistance. Owner may dispatch personnel to perform roadside assistance. Any roadside assistance will be subject to additional charges.
- d. Accidents. Damage to, loss or theft of the vehicle must be immediately reported in writing to Owner's office, and in no event later than the following business day after the accident, Renter must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter shall cooperate fully with Owner and its representatives.

6. Representations and Warranties

- a. Owner represents and warrants that Owner owns the Vehicle and has all right to rent the Vehicle to Renter.
 - b. Renter represents and warrants that (a) Renter will not tamper or alter the Vehicle; (b) Renter will obey all laws, rules, and regulations related to operating the Vehicle, including adhering to the posted speed limits; (c) Renter has provided accurate and correct information related to Renter's use of the Vehicle; (d) Renter holds a current, valid (non-temporary) driver's license.
7. **Limitation of Liability.** If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and Renter's sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter (subject to Owner's ability to supply a substitute Vehicle using commercially reasonable efforts to locate a substitute) and to recovery by Renter of the pro rata daily rental rate for the period in which Renter did not have use of Vehicle or substitute Vehicle. RENTER WAIVES ALL CLAIMS AGAINST OWNER FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER. SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER.
8. **Disclaimer.** RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Owner is not responsible or liable for any damage to, loss or theft of Renter's personal property or any personal property of any passenger of Renter whether the damage or loss occurred during or after the rental of the Vehicle.
9. **Personal Information.** Renter acknowledges that Owner has established a privacy policy (the "Privacy Policy") with respect to the use of personally identifiable data and certain financial information, such as credit card information, about individuals who are customers or prospective customers of Owner's rental businesses. A full copy of the Privacy Policy may be viewed on <https://glampmobile.app/privacy-policy> or by clicking on the link. By providing Owner with personally identifiable data about You and/or Your financial information, You consent to the collection and use of data about You, subject only to any choices You are permitted to make to limit such use, and to Your right to access and correct such data; You acknowledge data security risks and agree to take precautions to assist Owner in protecting such data; and You agree that Owner may make changes in the Privacy Policy in the future.
10. **Social Media.** Social media has become an integral part of modern life, and social media can be a powerful influence for good, and we at Glamp want you to share your great experiences when renting our vehicles to the world. Renter's use of the Branding should not suggest any sponsorship or endorsement by us and shouldn't confuse our brands with any other brands. This means that Renter can't place Glamp's branding on any website not owned or controlled by Glamp unless Renter receives written permission from Glamp. This also means that Renter can't use or register a domain name that incorporates or is similar to our Branding. Additionally, in order to appropriately use Glamp logos, name, brands, and trademarks (collectively our "Branding" on social media, we ask that you follow these simple guidelines.
 - a. You only use Glamp's Branding in connection with a fully paid Vehicle rental;

- b. You are not allowed to use the Branding may not receive any compensation, monetary or otherwise, for
- c. Please don't do any of the following:
 1. Combine any of the Branding with your name, your marks, or any generic terms
 2. Incorporate any of the Branding into your name or logo
 3. Change the color of Glamp's logo
 4. Photoshop or otherwise modify Glamp's logos
 5. Use old versions of Glamp's logos
 6. Add words directly around Glamp's logos
 7. Overlap Glamp's logo with shapes or photos
 8. Associate the Branding with any vulgar, obscene, indecent or unlawful material
 9. Translate the Branding into other languages
- d. Renter may not use any Branding for any commercial purpose without the prior written permission of Glamp. This includes using the Branding in any advertising copy (digital, social or otherwise).
- e. Renter's use, mention, or reference to the Glamp, the Branding and/or its products or Services does not deprecate Glamp and/or its products or Services.
- f. Renter may not create a Twitter handle or other social media account whose username or title could suggest affiliation with or endorsement by Glamp.
- g. Renter's use of the Branding shall in no way state, suggest, or imply any affiliate or other type or relationship between Renter and Glamp except that of Renter as a vehicle rental customer of Owner.
- h. Renter may not use a trademark, domain name, or logo that is confusingly similar to Glamp Branding.

11. Insurance.

- a. Renter represents and warrants that Renter has full coverage auto insurance in Renter's name. Prior to the start of the Rental Period, Renter will be required to provide proof of insurance that is valid for the duration of the Rental Period.
- b. Supplemental Liability Insurance. Renter acknowledges, agrees, and understands that Renter is required to purchase third-party supplemental liability automobile insurance described on the Owner's website and provide proof to Owner that such supplemental insurance was purchased for the entire Rental Period. Determining validity proof of supplemental insurance is subject to Owner's discretion. Renter is prohibited from renting the Vehicle without the supplemental liability insurance coverage.

12. Cancellation. In the event that Renter violates any terms of the Agreement, Renter's right to use the Vehicle shall automatically terminate, and Owner shall have all rights available to Owner provided by law including the right to seize the Vehicle without notice to Renter. Renter waives all claims for damages connected with such seizure and shall pay all expenses incurred by Owner in retrieving and returning the Vehicle to Owner's office. If Renter continues operating the Vehicle after the right to do so is terminated, Owner has the right to notify police that Vehicle has been stolen.

13. Indemnification. Renter shall defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner in any manner from this rental transaction, or from the use of Vehicle by any person, including claims

of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner for all such losses.

14. **Arbitration.** RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR OWNER'S PRODUCTS AND SERVICES, CHARGES, ADVERTISINGS, OR RENTAL VEHICLES. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This agreement to arbitration is to be broadly interpreted and applies to all claims based in contract, tort, statute, or any other legal theory; all claims that arose prior to or after termination of the Rental Agreement; all claims Renter may bring against Owner's employees, agents, affiliates or representatives; and all claims that Owner may bring against Renter. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction. The parties also agree that claims involving a third party insurance company ostensibly providing coverage to Renter or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If Renter prevails in arbitration Renter will be entitled to an award of attorney's fees and expenses, to the extent provided under applicable law. Each party will be responsible for paying its own administrative fees.
15. **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrections, fires, pandemic or outbreak of disease, floods, storms, explosions, pandemics, acts of God, acts of terrorism, war, governmental action, earthquakes, or any other cause that is beyond the reasonable control of such party.
16. **Non-Assignment.** Renter is prohibited from assigning or otherwise transferring any of Renter's rights, or delegating or otherwise transferring any of its obligations under the Rental Terms without Owner's prior written consent
17. **Headings.** Headings used in the Rental Terms are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect the Rental Terms.
18. **Severability.** If any provision of the Rental Terms or the Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

19. **Choice of Law.** The Agreement, including these Terms and Conditions shall be interpreted, construed and enforced pursuant to the laws of the State of New Hampshire without giving effect to the conflict of laws provisions.

By signing the Intake Form, Renter agrees to be bound by the terms and conditions contained in these Rental Terms and the Agreement.