

**ATLAS JAMES ENTERPRISES INC. DBA APPALACHIAN OVERLAND RENTALS
RENTAL AGREEMENT**

This **Atlas James Enterprises, Inc.** Rental Agreement (the “**Agreement**”), effective as of the date of the last signature (“**Effective Date**”), is made by and between **Atlas James Enterprises, Inc., a North Carolina corporation**, and the undersigned Renter of Atlas James Enterprises, Inc., each individually referred to herein as a “**Party**” and collectively as the “**Parties.**” This Agreement supplements and extends the terms and conditions of the **Wheelbase Pro** Face Page Agreement signed by Renter (“**Face Page Agreement**”) and provided together with the Agreement. All capitalized terms not defined in this Agreement shall have the meanings set forth in the Face Page Agreement.

RECITALS

1. Renter agreed to rent Owner’s vehicle as provided in and subject to the terms and conditions of the Face Page Agreement.
2. The Parties desire to supplement the terms and conditions of the Face Page Agreement with the terms and conditions of this Agreement.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Rental Vehicle and Term.

1.1 Subject to the terms and conditions of this Agreement, Owner hereby rents to Renter Owner’s vehicle identified in the Face Page Agreement (“**Rental Vehicle**”).

1.2 The term of this Agreement (“**Term**”) begins on the Renter Pickup date and ends on the Renter Drop Off date as provided in the Face Page Agreement. The Parties may modify the duration of the Term by mutual consent in writing.

1.3 The Parties acknowledge that Wheelbase Pro merely provides a platform for both Parties to enter a rental agreement with each other, and that Wheelbase Pro is not a party to and has no obligations or responsibilities under this Agreement.

2. Return of Rental Vehicle; Security Deposit.

2.1 Renter agrees to return the Rental Vehicle in a clean state and in substantially the same condition it was in at the time of Renter Pickup. Pursuant to the foregoing, Renter agrees to clean the Rental Vehicle, including by, but not limited to, wiping down counters, rinsing off tableware and cookware, removing all trash and debris from the vehicle, and emptying all gray water (if applicable), prior to returning the Rental Vehicle. An additional cleaning fee, not to exceed \$200.00, may be charged in addition to the Cleaning Fee to the extent that the condition of the Rental Vehicle upon return is substantially different from its condition on the date of the Rental Pickup.

2.2 Renter agrees to return the Rental Vehicle by the Renter Drop Off date. The Term is measured in 24 hour increments, and Renter agrees to pay a fee of \$20 per hour for every hour past the Renter Drop Off date. Renter agrees to return the Rental Vehicle with a full tank of gas, or alternatively, Renter agrees to pay to refuel the Rental Vehicle at a rate of \$5/gallon.

2.3 Renter agrees that, unless expressly stated otherwise by the vehicle owner in writing via the terms described on the Face Page, the Rental Amount includes one hundred and fifty (150) miles per day, and that any additional miles will be charged at \$0.35 per mile.

2.4 Renter agrees that the Security Deposit will be released, less any additional mileage charges in Section 2.3 and/or other fees, within seven (7) business days following the end of the Term. Other fees may include late return fees, loss or damage to the vehicle other than normal wear and tear, any storage charges the Renter incurs as a result of Renter's actions, any towing charges not covered by roadside assistance insurance, any costs associated with locating and recovering the Rental Vehicle if Renter fails to return it by the Renter Drop Off date. If the amount of Renter's Security Deposit is insufficient to satisfy all amounts due then Renter agrees to pay all charges in excess.

3. Renter's Obligations, Representations and Limitations; Insurance.

3.1 Renter agrees to not smoke cigarettes, tobacco, marijuana or any other smoking devices inside the vehicle. Renter acknowledges and agrees that Renter may be subject to an additional cleaning fee of \$150.00 and/or forfeiture of the Security Deposit at Owner's discretion. Renter agrees to not perform or permit any actions prohibited by applicable law in connection with operating or using the Rental Vehicle.

3.2 Renter agrees that the Rental Amount includes the insurance provided through **Wheelbase Pro** or its affiliates, which includes comprehensive, collision, and liability insurance with a maximum deductible of \$2,500. Renter acknowledges that such insurance does not include 24-hour roadside assistance. If required by Owner, Renter agrees to have and show proof of 24-hour roadside assistance (such as AAA premium), and if not, Renter acknowledges that the Rental Amount may include a 24-hour roadside assistance package provided through GoCamp.

3.3 Notwithstanding the foregoing Section 3.2, should the Rental Vehicle need to be towed for any reason during the Term, Renter shall be solely responsible for the cost of towing the Rental Vehicle if Renter does not have appropriate roadside assistance.

3.4 Renter represents that all reported Verified Drivers in the Face Page Agreement have valid license(s) and only such drivers will operate the Rental Vehicle. Renter represents that all information reported for such driver(s) are accurate, and that no other driver(s) shall operate the Rental Vehicle.

3.5 Renter acknowledges he/she is responsible for checking and maintaining all fluid levels of the Rental Vehicle during the Term. Renter acknowledges and agrees that if a mechanical failure occurs during the Term as a result of his/her negligence regarding the foregoing, Renter will be solely responsible for the costs associated with all repairs as well as any loss of use of the

Rental Vehicle incurred by Owner. In addition, Renter acknowledges that he/she is responsible

for any damage to the Rental Vehicle and related costs arising from and related to Renter's negligence, including, but not limited to, driving for extended periods on a spare tire, failing to address warning lights or other signals of malfunction, not following instructions for proper operation of camping features, or driving off-road.

3.6 Renter agrees to not drive or allow the Rental Vehicle to be driven off-road or any OHV areas. Renter agrees to not drive, operate, or transport the Rental Vehicle outside of the continental United States or Canada; and Renter agrees to not permit or authorize or otherwise allow any driver or third party to do so. Renter acknowledges that he/she is responsible for reporting all accidents, incidents of vandalism, or theft to Owner and law enforcement promptly upon discovery. Furthermore, Renter agrees and understands that driving any Atlas James Enterprises, Inc. vehicle to the Burning Man Festival, unless expressly stated otherwise by the vehicle owner in writing via the terms of the Face Page, is strictly prohibited. Fines for taking Atlas James Enterprises, Inc. vehicles to Burning Man or Mexico may be assessed up to \$5,000.

3.7 Renter agrees to be bound by the Policies for Renters regarding vehicles booked through Wheelbase Pro, also available at <https://www.outdoorsy.com/help/outdoorsy-terms-and-conditions>.

4. Owner's Responsibilities; Disclaimer of Liability; Indemnification.

4.1 The Parties agree that if the Renter is unable to operate the Rental Vehicle during the Term due to a mechanical failure not due to Renter's action or omission, then Owner shall be responsible for completing, in a reasonable period of time, any necessary repairs to the Rental Vehicle. Unless authorized by Owner, Renter agrees to not perform any repairs, replacement of parts, or any other service to the Rental Vehicle.

4.2 The Parties agree that the Owner may repossess the Rental Vehicle at Renter's expense without notice (a) if Renter fails to return the Rental Vehicle by the end of the Term or (b) if the Rental Vehicle is used in violation of this Agreement or applicable law.

4.3 Owner is not responsible for any personal property that remains in or on the Rental Vehicle upon return at the end of the Term. Renter releases Owner from all claims for, loss of, or damage to, Renter's personal property or that of any other person that was left or carried in or on the Rental Vehicle.

4.4 OWNER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO RENTER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROPERTY, USE OF RENTAL VEHICLE, OR VACATION TIME), ARISING OUT OF THIS AGREEMENT AND/OR THE USE OR INABILITY TO USE THE RENTAL VEHICLE EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE LIABILITY OF OWNER TO RENTER IN CONNECTION WITH THIS AGREEMENT OR THE RENTAL VEHICLE EXCEED THE CHARGES PAID BY RENTER TO OWNER UNDER THIS AGREEMENT.

4.5 Renter agrees to defend, indemnify and hold Owner harmless from any and all liability, loss, claim, damage, expense or cause of action to the greatest extent permitted by law, including attorney's fees, resulting in whole or in part from (a) Renter's breach of the terms and conditions of this Agreement, (b) Renter's breach of his/her representations under this Agreement, or (c) Renter's possession or operation of the Rental Vehicle.

4.6 Owner agrees to be bound by the Owner Policies regarding vehicles booked through Wheelbase Pro, also available at <https://www.outdoorsy.com/help/outdoorsy-terms-and-conditions>

5. General Provisions.

5.1 Any notice required under this Agreement shall be in writing to either Party at the applicable address given at the beginning of this Agreement or to such other address, including email address, as that Party shall have designated by notice in writing.

5.2 The section headings in this Agreement are for convenience of reference only, and will not be deemed to be a part of the Agreement or be referred to in connection with the construction or interpretation of the Agreement.

5.3 This Agreement shall be governed by the laws of the State of North Carolina, excluding its conflict of law provisions. If any legal action is brought by either Party against the other regarding the subject matter of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.

5.4 In the event that one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, each such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable.

5.5 No term of this Agreement shall be waived or modified except in writing signed by both Parties. Renter may not assign his/her rights under this Agreement without the prior written consent of Owner. This Agreement and the Face Page Agreement constitute the entire agreement between the Parties with respect to renting the Rental Vehicle, and supersedes any proposal or prior agreement, oral or written, and any other communications between the Parties relating to the subject matter of this Agreement.

The Parties hereby agree to the terms and conditions set forth above and execute this Agreement as of the Effective Date.

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