Van Rental Contract

This rental agreement ("Agreement") is made effective as of _____, by and between **Vanna Conversions LLC** and _____ _____ ("Renter"). The parties agree as follows:

1. VEHICLE: Rental Manager, in consideration of the rental payments provided in this agreement shall provide the recreational vehicle ("Vehicle") for use by the Renter.

Van Name:	Vanny DeVito
Make:	Ford
Model:	Transit T-250
Year:	2023
VIN Number:	1FTBR3UG3PKA70887
License Plate Number:	218EAL
Length:	22' 6"
Height Clearance:	11' 0"
Van Owner:	Van Down By The River LLC
Fuel Tank:	31 gallons; 12pmg; regular 87 gas

2. DRIVERS & PASSENGERS:

- **25 with a valid driver's license**
- **The renter is solely responsible for the passengers on board; this includes insuring passengers are properly using their seatbelts.**

Renter acknowledges and agrees that no person shall be allowed to drive the Vehicle who is not at least the age of 25, a holder of a valid driver's license in his or her actual possession, has valid and enforceable insurance, and listed on Exhibit 2. All intended drivers shall provide a copy of their driver's license to Rental Manager. All intended drivers shall execute this agreement.

Renter acknowledges that Rental Manager has no control over the number of passengers a Renter may allow into the Vehicle or the conduct of those occupants while the Vehicle is being operated. Therefore, Renter acknowledges that Renter is solely responsible for the passengers on board the Vehicle as well as the conduct of those passengers, and Renter shall confirm that both driver and passengers are properly using the seatbelts while the Vehicle is in motion.

3. PAYMENT & SECURITY DEPOSIT

- **Minimum requirements for return of security deposit include: unit is clean, gas tank is full, and no**

damages or other violations.

- **Rental Manager has up to 5 days from the return of the unit to inspect for any damages. If there are no damages, the renters security deposit will be returned within 7 days.**

Renter shall make full payment to the Rental Manager prior to taking possession of the Vehicle for the Vehicle Period pursuant to rental booking attached. In addition, Renter shall pay to the Rental Manager a security deposit. The Security Deposit shall be due upon the execution of this Agreement. The security deposit may be used to pay any amounts owed to Rental Manager under this Agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by cash, personal check or authorized use of the credit card provided.

Minimum requirements for return of the security deposit include: Unit is cleaned to a condition as good or better than when received, gas tanks are full, no damage was done to the Vehicle or Vehicle components, and there are no other violations of this Agreement. Any damage to the Vehicle unit that is not covered by insurance is the responsibility of the renter and will be deducted from damage claims. Rental Manager has up to 5 days from the return of the unit to inspect the unit for damages and contact the customer. The security deposit will be returned within 7 days if there are no damages to the rented unit.

4. VEHICLE PICK-UP & DROP OFF

- **The initial walk-through upon return is not the final inspection.**

Upon return of the Vehicle, the Rental Manager will be given 5 days to inspect the Vehicle and will again note all defects or damage to the same. The Rental Manager shall complete a Post-Rental Inspection Report to assess damages (attached hereto as Exhibit 3). The initial walk-through upon return is not the final inspection. Rental Manager is not responsible for personal property left in the Vehicle. All defects and/or damage to the Vehicle noted in the Rental Manager return inspection which are not noted on the Walk-Through report completed by Renter and Rental Manager when accepting the Vehicle shall be the sole responsibility of the Renter and the Renter shall reimburse the Rental Manager for the cost of the repair. Vehicle will be clean upon pickup and must be returned in the same condition. It is required that the vehicle be returned in the manner that it was rented, including being reasonably clean and free of stains.

Drop off time
Monday – Friday drop-offs are scheduled with the Rental Manager between 8am and 5pm. Saturday – Sunday the renter must schedule a drop-off time the day of the rental pickup. The renter must choose a drop-off timeframe in Exhibit 2 of this contract. The day before drop-off, the renter must schedule an exact time of drop-off within the timeframe they chose, with the Rentals Manager.

The renter will receive a text the day before drop-off as a reminder to schedule a drop-off time with the Rental Manager. Failure to do so is a breach of contract. In the Spring, Summer, and Falls months, the renter may have to drop-off the van's keys in the key drop box on the exterior of the building. If needed, the Rental Manager will provide instructions to lock the van and directions to find the key drop box.

There is a **$50/hr. late fee** drop-off charge if the van is dropped off any time between 5:00pm and 8:30pm.

5. CONDITION OF VEHICLE & RESPONSIBILITY OF DAMAGE REPAIR

- **Renter is responsible for all damage to the vehicle and missing equipment. This includes loss due to theft and vandalism.**
- **In the case of any small rock chips, they can be left as is. If a major rock chip or crack were to occur, call the rental manager to discuss further instructions.**

Renter is responsible for all damage to the Vehicle, missing equipment, and Rental Manager's administrative expenses connected with such loss irrespective of the cause of said damage or loss or the negligence or lack thereof of Renter. Renter is responsible for loss due to theft and vandalism of the Vehicle. When accepting the Vehicle, Renter and an authorized representative of Rental Manager will complete a Pre-Rental Vehicle Inspection Report (attached hereto as Exhibit 2) of the Vehicle, noting in writing all defects or damage to the Vehicle prior to Renter's departure. In the case of any major rock chips, renter is responsible to get the chip filled immediately to protect from further spreading of the chip. If the renter has Optional Windshield Coverage, Vanna will cover the cost of filling the windshield chip. If the renter does **not** have Optional Windshield Coverage, the renter is responsible for covering the cost of filling the windshield chip. If a major rock chip or crack occurs, the renter is responsible for calling the rental manager to get service scheduled to replace the windshield immediately. If the renter has Optional Windshield Coverage, Vanna will cover the cost of replacing the windshield. If the renter does **not** have Optional Windshield Coverage, the renter is responsible for covering the cost of replacing the windshield.

6. MAINTENANCE & BREAKDOWN & INCIDENTS

- **Renter is responsible for checking all fluid levels.**
- **Renter must contact Rental Manager immediately if the renter experiences any mechanical breakdowns and must report any accidents or incidents within 24 hours. Failure to contact Rental Manager and continuing renter's journey will result in a forfeit of your security deposit.**
- **Renter must report all accidents or incidents to the police and provide the Rental Manager with a police report.**

MAINTENANCE

Prior to the Vehicle Period, Rental Manager, or an independent contractor, shall ensure that the vehicle has proper fluid levels, including oil and coolant, checking air tire pressure, lug nuts and wheels. During the Vehicle Period, Renter is responsible for checking all fluid levels, including oil and coolant levels at each refueling. Renter is responsible for checking air tire pressure, lug nuts and wheels at each refueling. Renter is responsible for mechanical damage due to negligence in operation and/or maintenance. In the instance where the mile marker is reached for an oil change, the renter is responsible for contacting the rental manager to aid in facilitating the service.

BREAKDOWN

Rental Manager requires that Renter contact Rental Manager immediately and let Rental Manager know if Renter experiences a mechanical breakdown or is involved in an accident and seek further instructions from Rental Manager. The Rental Manager will do their best to assist Renter with getting the vehicle repaired in a timely manner. Failure to contact Rental Manager and continuing Renter's journey will result in a forfeit of your security deposit and any other damages allowed under this Agreement and under the law. In the event of a tire blowout Renter is responsible for calling Jason Gilbraith, Co-Founder and Chief Technology Officer, with the phone number provided in renter's thank-you card, for further instructions.

INCIDENTS

Rental Manager has booked insurance coverage for the renter according to their plan purchased upon booking and for their entire duration of their trip. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them and provide a copy of the police report to Rental Manager. Renter must report all accidents involving the Vehicle to Rental Manager within 24 hours of occurrence and provide a copy of the accident report to the Rental Manager.

7. RIGHT OF POSSESSION

Rental Manager shall always have the superior right of possession of the Vehicle over the Renter. In the event that Rental Manager's officers or employees, in their sole and absolute discretion, determine that the Vehicle is at risk of damage or loss, Rental Manager shall have the absolute right, but not the obligation, to recover the Vehicle from Renter regardless of the amount of time remaining in the Vehicle Agreement.

8. WARRANTIES, RELEASES, INDEMNIFICATION AND ASSIGNMENT

- **Renter accepts Vehicle "as is" with all faults and without reservation.**
- **Renter further releases and holds harmless the Rental Manager from any and all claims for damages incurred by renter and any other occupant of the Vehicle, including, but not limited to, damages for personal injury or death, costs for replacement Vehicles, fuel, telephone, travel, meals, lodging costs, loss of personal property, or loss of revenue.**

Renter accepts Vehicle "as is" with all faults and without reservation. Rental Manager does not warrant and expressly disclaims any and all warranties on the Vehicle including, but not limited to, the Vehicle or tire condition, suitability, or fitness of the Vehicle or tires for any particular purpose. Rental Manager shall not be liable for any direct, indirect, incidental, special, reliance, punitive or consequential damages or from any lost or imputed profits or revenues or costs arising from or related to the Vehicle regardless of the legal theory under which liability is asserted and regardless of whether has been advised of the possibility of any such liability, loss or damage. Renter's exclusive remedy for any and all claims of damage related to the use of the Vehicle shall be limited to the total rent paid or payable by Renter to Rental Manager under this agreement. By execution of this agreement, Renter further releases and holds harmless Rental Manager from any and all claims for damages and consequential damages incurred by Renter and any other occupant of the Vehicle including, but not limited to, damages for personal injury or death, costs for replacement Vehicles, 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 Vehicle may incur. Renter further hereby agrees to indemnify, save, and forever hold harmless Rental Manager 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 Vehicle under this Agreement and agrees in such event, to provide a defense therefore as chosen and directed by Rental Manager and to pay any expenses in the defense of any such claim or lawsuit this agreement includes, but is not limited to, claims of negligence or gross negligence on the part of Rental Manager. Renter understands and

agrees that as part of the consideration of Rental Manager renting the Vehicle to Renter, Renter does hereby assign to Rental Manager any cause of action judgment or settlement as the Renter may have against any person, firm or corporation, including but not limited to Rental Manager to secure satisfaction and discharge of any judgment over and against Rental Manager for actual, consequential and/or punitive damages, and/or claims for indemnity and/or contribution, statutory, contractual or otherwise.

9. UNFORESEEN EVENTS
Sometimes due to an unforeseen circumstance (accident, theft, etc.) Rental Manager will be unable to provide the Vehicle pursuant to this Agreement. Renter agrees to hold Rental Manager harmless from any responsibility for being unable to provide the Vehicle due to external conditions outside the control of Rental Manager.

10. PETS: Pets are allowed in the Vehicle with a $40 pet fee.

11. SMOKING: No smoking is allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

12. TOWING: Towing allowed with a capacity of 2,220Lb. Liability coverage extends to owned or borrowed trailers. Rented trailers are not covered. Any damage to trailers or contents within is not covered.

13. DRIVING & RESTRICTIONS:

- **Follow all DOT guidelines**

The Vehicle shall not be driven during DOT restricted conditions, white out visibility, sleet, raining ice, or icy road conditions. The vehicle requires more skill and expertise to operate safely than a passenger Vehicle. The Vehicle may require more clearance above, in front of, behind, and beside them to operate safely, 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. Spotters are recommended to assist the driver in backing the Vehicle. Renter represents and warrants to the Rental Manager that any person who operates the vehicle will have the skill and expertise to do so safely and free from negligence. Renter acknowledges that the qualifications of any driver of the Vehicle are solely at the discretion and risk of Renter and Rental Manager has not evaluated the skill and expertise of any such driver.

14. CHARGES: Renter agrees to pay Rental Manager based on the advertised rate, on demand for all charges due, to Rental Manager under this Agreement, including but not limited to:

a) Time for the period during which Renter keeps the Vehicle.

b) Charges for optional products or services Renter elects to purchase.

c) Loss of, or damage to, the Vehicle which includes the cost of repair, or the actual cash value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, or if we elect not to repair the Vehicle, plus an administrative expense incurred in processing the claim.

d) Cleaning cost if the Vehicle is not returned in the same condition rented (up to $250).

e) Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Rental Manager elects to repossess the Vehicle under the terms of this Agreement.

f) Total use of 150 miles/day included in your booking. Pre-Pay for mileage at $0.35/mile before trip departure. Mileage fee of $0.50/mile after departure. Renter agrees to pay additional mileage charges upon arrival via credit, debit, cash or check. Any unused prepaid mileage will be refunded after your trip.

Days of trip: _____ Included miles: _____ Prepaid miles: _____ Total: _____

15. LAW
Any dispute arising out of this Agreement or the relationship between Rental Manager and Renter shall be governed by the laws of Cass County, North Dakota Any actions arising out of this Agreement or the relationship between Rental Manager and Renter shall be brought in district court of Cass County, North Dakota. If any portion of this Agreement shall be held to be invalid or unenforceable for any, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that limiting such provision, it would be enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. CANCELLATION POLICY
100% refundable when canceled 30 days before arrival or earlier. 0% refundable if canceled after. (Exception: Death, no-travel advisory, personal medical emergency)

17. VANNA RENTALS LLC RELATION TO VAN OWNER
Vanna Rentals LLC is hired by Van Owner to facilitate the rental management for the Van Owner as an independent contractor and property manager.

18. RULES & REGULATIONS In addition to the terms of this Agreement, Renter is obligated to follow the rules and regulations of Rental Manager which are attached to this Agreement as Exhibit 1.

EXHIBIT 1 - RULES AND REGULATIONS

No drive-throughs due to high van height.

No drive-through car washes.

No music festivals.

No Smoking.

No driving under the influence of drugs or alcohol.

Van is to be returned with a full tank of fuel.

Bring back a clean van (sweeping, wiping counters, cleaning dishes, etc.) before returning to avoid cleaning fees (other than bed and vehicles exterior). Returning the van with a dirty interior, dirty dishes, will result in a cleaning fee up to $250 ($100/hour).

- Failure to clean the interior of the van will result in additional cleaning fees taken out of your security deposit depending on the condition of the van. Do not cook anything that may have a strong odor in the vehicle. Please use an outdoor grill for cooking such items. If there is strong odor left in the vehicle there will be a $250 minimum cleaning fee.

No driving during bad road conditions, must follow all DOT guidelines.

No extra passengers other than what is noted in the Van Rental Contract.

No other drivers other than what is noted in the Van Rental Contract.

Obey all traffic laws. No Speeding.

Must be 25 years of age to rent with a valid driver's license.

In case of accident, Renter is responsible for Insurance Policy's deductible amount of up to $1,000.

WINTER CARE:

- Renter is responsible for understanding the seasonal maintenance of the vehicle. During winter weather (weather below 32 degrees Fahrenheit), renter must keep the interior of the vehicle above 65 degrees Fahrenheit to ensure no water lines freeze. Any damages due to winter weather are the responsibility of the renter.
- No Camping above 9500 feet in cold temperatures. The Eberspacher heater will not work above that elevation.
- Fuel tank must be maintained above 25% at all times to ensure the Airtronic system has fuel. If the tank drops below 25% there is the possibility of damage and maintenance issues.

EXHIBIT 2 - RENTER INFORMATION Van Pick-Up:

1. Welcome
2. Fill in this agreement and contract
3. Copy of Id's give ID's back.
4. Send them with:
    a. Insurance
    b. Booking
    c. User Manual
5. Van Tutorial + User Manual (Go in order of user manual)
6. Give Keys
7. Open the garage door and close it for them as they leave.

Renter Information, rental period, payments: ***In Lodgify Booking attached***

List of all Drivers (Please provide a copy of driver's license)

_____ _____

_____ _____

Number of Passengers: _____ List of all Passengers (Name / Cell Phone Number / E-mail / D.O.B.)

_____

_____

Emergency Contact: Name_____ Relation_____

Phone Number_____

Drop-Off Time Frame:

I, _____, the renter, will choose to drop-off NirVanna during this Drop-Off Window:

8am-11am 11am-1pm 1pm-3pm 3pm-5pm

Print: _____

Sign:_____ Date: _____

Print: _____

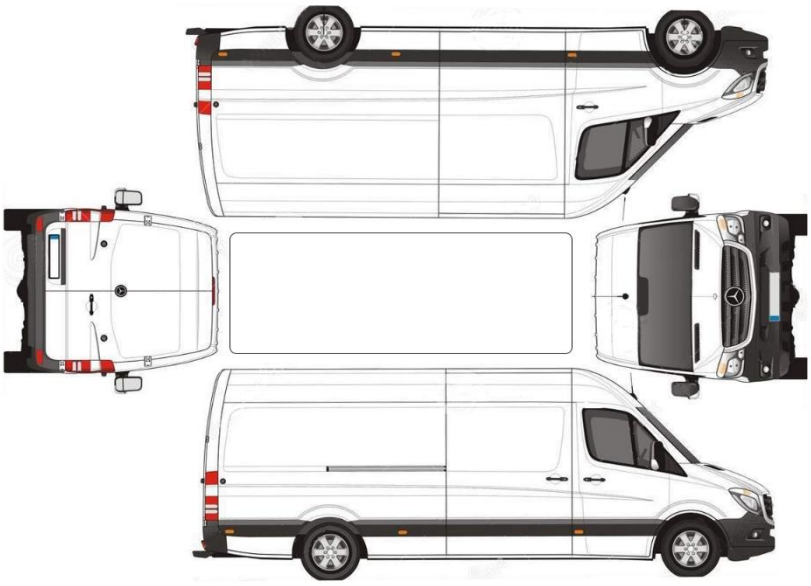
Sign:_____ Date: _____

EXHIBIT 2 - PRE-RENTAL VEHICLE INSPECTION REPORT

Pick Up:

Odometer	Date	Time

Exterior: Note any damages



Interior: *Note any damages*_____

_____

_____

Disclaimer: All damages incurred throughout the duration of the rental are to be paid by the renter. This includes damages to the exterior body and interior. Exterior damages will be fixed by a body shop and the renter will be responsible to pay the bill in full. All interior damages will be paid to Rental Manager

Renter Sign _____
Date_____
Employee doing pre-rental inspection: _____

EXHIBIT 3 - POST-RENTAL INSPECTION REPORT

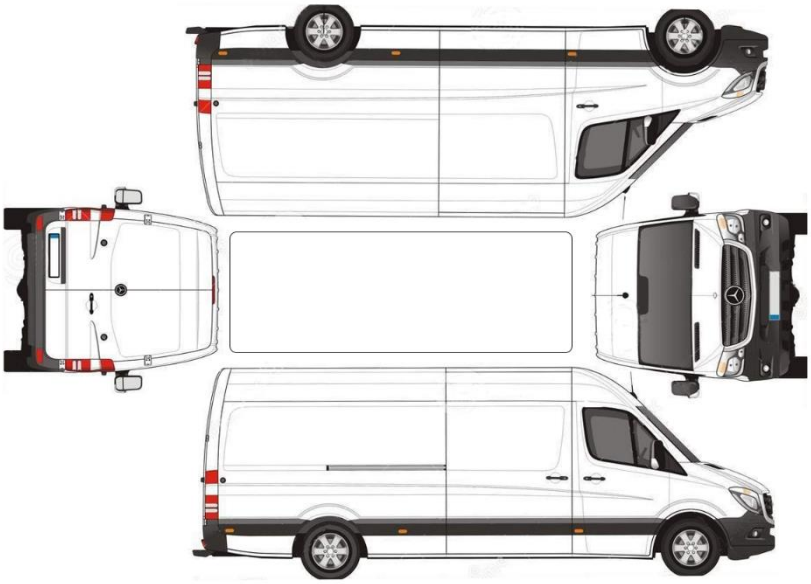
Renter return checklist:

___ Shore power cord is in van
___ Water hose is in van
___ Dishes are washed
___ Fuel tank is filled
___ Inspect both bug nets for rips, tears, and frays

Drop Off:

Odometer	Total Trip Miles	Date	Time

Exterior: Note any damages



Interior: *Note any damages*_____

_____

Disclaimer: All damages incurred throughout the duration of the rental are to be paid by the renter. This includes damages to the exterior body and interior. Exterior damages will be fixed by a body shop and the renter will be responsible to pay the bill in full. All interior damages will be paid to Rental Manager.

Indicate to renter that Vanna has 5 days to report any damages, and the security deposit will be returned 7 days after the end date of the trip.

Confirm that fuel tank is full.

Renter Sign _____
Date_____
Employee doing post-rental inspection: _____