

PACIFIC NORTH WESTY, LLC. RENTAL TERMS AND CONDITIONS

These Terms and Conditions, the vehicle departure forms, the Rental Document provided to you for your signature upon check-out of the vehicle, and the return record form with computed rental charges, together constitute the rental agreement between Pacific North Westy, LLC (dba PacWesty) (from time to time referred to herein as the "Company") and you the "Renter" for the vehicle rental described in the executed Rental Document (collectively, the "Rental Agreement" or "Agreement"). The Rental Agreement constitutes the entirety of the agreement between the Company and Renter with respect to the subject matter thereof, and cannot be altered by another document or oral agreement unless agreed to in writing signed by Renter and the Company.

As used herein, "Company," "we," "our" and "us" refer to Pacific North Westy, LLC (dba PacWesty), and "Renter," "you" and "your" refer to the person who signs the Rental Document. "Vehicle" means the vehicle we rent to you under the Rental Document, and any substitute vehicle we may provide you.

By submitting a request for a reservation or quote for a rental, Renter (and any additional authorized driver(s)) acknowledges and agrees to the Rental Agreement, including these Terms and Conditions.

General Requirements

Renter Eligibility

- Renter must be at least 25 years of age with a valid driver's license to rent and drive a Company vehicle.
- Renter is required to pass a Department of Motor Vehicles (DMV) verification to determine if they are eligible to rent the vehicle.
- DUIs or excessive moving violations may disqualify a person from renting and/or driving Company vehicles.
- Renter's Booking Deposit will be fully refunded if Renter fails the DMV verification.
- There is no fee for the primary driver.

Additional Authorized Drivers

- All drivers must be identified before commencement of Rental.
- Additional authorized drivers must pass a DMV verification and meet the renter eligibility requirements. As used herein, "additional authorized driver" means an individual in addition to Renter who is permitted by us to operate the vehicle and designated as a Verified Driver on the Rental Document.
- Undisclosed, unverified persons are not allowed to drive Company vehicles and can invalidate the insurance.
- There is no fee for each additional driver.

Verification of Authorized Drivers

The Company uses Outdoorsy, Inc. ("Outdoorsy") to list and assist with creating rental reservations for its vehicles. As part of its listing and reservation platform, Outdoorsy conducts DMV verification services and provides collision and liability insurance for qualified renters (the "Outdoorsy Renter Insurance"). The Company may obtain a direct verification from a third-party driver verification service.

The vehicle may only be operated by Renter and additional authorized drivers, as identified as "Verified Drivers" on the Rental Document. You agree that all Verified Drivers (including Renter and any additional authorized driver(s)) must be (a) approved by the Company and/or Outdoorsy following a

Department of Motor Vehicles (DMV) verification and (b) eligible for coverage, as confirmed by the Company and/or Outdoorsy, under the Outdoorsy Renter Insurance.

By reserving a vehicle for rental, you consent and agree to the Company and/or Outdoorsy conducting its DMV verification, including review of your driver's license status and driving record, in accordance with either's terms and conditions. By submitting your name and driver's license information to the Company and/or Outdoorsy for DMV verification, you represent to the Company that you and each additional authorized driver are capable and validly licensed drivers.

Vehicle Use

No Off-road Use

- Company vehicles are intended for paved roads and highways. These vehicles can get stuck in loose gravel, muddy areas, sand, snow, or other unstable terrain.
- The vehicle shall not be used on unpaved surfaces, except at public/private campgrounds and well-maintained service roads. In all cases traveling on unpaved roads is solely at the Renter's risk.
- Extracting a vehicle stuck because of any road conditions is the financial responsibility of the Renter.
- Even if roadside assistance is purchased, such assistance may not be available in off-road conditions/terrain.

Manual Transmissions

- Some Company vehicles are equipped with manual transmissions. By reserving a Company vehicle with a manual transmission, the Renter is asserting they are proficient and comfortable with driving this type of vehicle.
- Renter will be required to demonstrate safe and proper operation of a manual transmission vehicle during the rental check-out process.
- Renters that fail to operate a manual transmission vehicle properly and cause damage to the Company vehicle, will be financially responsible for all necessary repairs to the vehicle. This damage could occur during the evaluation process or during the rental period.

Area of Operations

- Renter must identify their intended destination and itinerary.
- Bainbridge Island vehicle rentals are best suited for travel in Washington and Oregon and use of vehicles is restricted to within 500 miles of Seattle. Should Renter wish to travel to Canada or outside this 500-mile radius, Company approval is required.
- Palm Springs vehicle rentals are best suited for travel in California, Arizona, Nevada, and Utah and use of vehicles is restricted to within 500 miles of Palm Springs. Should a renter wish to travel outside of outside this 500-mile radius, Company approval is required. Vehicles may not enter or be operated in Mexico.
- Certain vehicles may be equipped with and report their location through GPS devices.

Required Inspections

- Renter is responsible for checking vehicle fluids including but not limited to oil, coolant, brake and automatic transmission fluid (if applicable). Oil and coolant must be checked at every fueling stop, while other levels must be checked at least weekly. The Renter is responsible for issues caused as a result of Renter not checking and maintaining fluid levels.
- Renter is responsible for monitoring vehicle warning lights, temperature gauges, and alarms. The Renter must maintain awareness regarding vehicle issues and report them to the Company promptly.

- The vehicle shall not be used when the vehicle's fluid levels are low, or if it is otherwise reasonable to expect you to know that further operation would damage the vehicle.

Driving and Traffic Laws

- Renter is responsible for knowing and adhering to all applicable driving and traffic laws.
- Renter must obey all traffic signs and speed limits.
- In the event of a fine or penalty for violating parking or traffic laws, the Renter is responsible for the fine or penalty. Renter must pay any fines directly. If the Company is required to pay any unpaid or unreported/undisclosed fines or penalties, the Renter will be charged that amount, plus an additional 50% fee.

In addition to all other requirements and restrictions of use set forth in the Rental Agreement, Renter agrees to the following limits on use:

- The vehicle shall not be driven by any person other than Renter or additional authorized drivers without the Company's prior written consent.
- There is absolutely no smoking or vaping of any materials in vehicles. Evidence of smoking or vaping in a Company vehicle will result in a minimum additional cleaning fee of \$250.
- There is no standing, sitting, lying, or climbing on top of a vehicle.
- It is prohibited to use a vehicle for towing or pushing anything.
- If the vehicle is equipped with a roof or bike rack, Renter is solely responsible for ensuring that all loads are properly and safely secured at all times in compliance with applicable law.
- The renter is responsible for verifying overhead clearances in parking and any other areas and is responsible for any damage that results from contacting an overhead structure or obstruction.
- The vehicle shall not be used to transport any animals, unless specifically disclosed and approved in writing in advance of the rental.
Animals are prohibited in vehicles unless written approval is granted by the Company. Additional fees apply. Evidence of an unauthorized animal will result in a minimum fee of \$250.
- The vehicle shall not be used for commercial or business purposes or for transporting persons or goods for hire.
- The vehicle shall not be used: for any illegal purposes; in any illegal or reckless manner; in any race or speed test or contest.
- The vehicle shall not be used to carry passengers in excess of the number of seat belts provided by the manufacturer or outside the passenger compartment.
- The vehicle shall not be used to transport children without approved child safety seats as required by law.
- Renter shall not remove any seats from the vehicle.
- The vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
- The vehicle shall not be used when loaded beyond its capacity as determined by the manufacturer of the vehicle.
- The vehicle shall not be used when the odometer has been tampered with or disconnected.
- The vehicle shall not be used when the vehicle's fluid levels are low, or if it is otherwise reasonable to expect you to know that further operation would damage the vehicle.
- The vehicle shall not be used in a manner that causes damage to the vehicle due to inadequately secured cargo.
- The vehicle shall not be used after an accident involving the vehicle unless and until you summon the police to the accident scene and alert the Company.
- Subject always to all other requirements and limitations on the approved operating area set forth in the Rental Agreement, the vehicle shall not be driven or taken outside of the United States without the Company's prior written consent.
- The 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 keys without permission of the Company; or who misrepresents or withholds facts to/from the Company material to rental, use, or operation of the vehicle.

- Renter shall not transfer or assign this Agreement and/or sublease the vehicle.
- The vehicle shall not be used to store or transport dangerous or hazardous items or illegal materials.
- Vehicle may not enter or be operated in Mexico.
- The vehicle shall not be taken to or operated in snowy or icy conditions.

Maximum Speed and Hard Braking

While the Company actively maintains its vehicles, some are vintage machines. Therefore, they must be driven with an element of care and restraint at all times. Acceleration should be moderate and the maximum speeds indicated below shall be absolutely adhered to. These vans perform best at highway speeds between 55-60 mph and you should never exceed the maximum speed limit for your van as listed below. Braking should be anticipated and hard breaking avoided. When appropriate, downshift to assist with vehicle deceleration. Do not ride the brakes on long downhill grades. When in doubt pull over and let brake components cool down before proceeding further.

Do not exceed the posted speed limit and do not exceed a safe driving speed for the vehicle and conditions. In addition, do not exceed these limits.

- Standard VW Van – equipped with regular “waterboxer” engine. **Maximum speed is 65 mph.**
- Enhanced VW Van – equipped with a Subaru engine. **Maximum speed is 70 mph.**
- Ram ProMaster “eTofino” - **Do not exceed the posted speed limit.**
- Rivian R1T – **Do not exceed the posted speed limit.**

If in doubt, assume you are driving a Standard VW Van.

Pricing and Rental Period

The Company rents its vehicles in 24-hour increments, commencing at noon on the first day and ending at noon on the last day of the rental period. Each 24-hour increment is referred to as a “night.” Rental rates for our vehicles are on a per “night” basis. **IF THE VEHICLE IS RETURNED AFTER NOON ON THE LAST DAY OF THE RENTAL PERIOD, LATE FEES WILL BE CHARGED.**

The rental rate for the vehicle shall be those in effect at the time of reservation or in any quote provided to the Renter, and the calculated rental rate due will be calculated as set forth in the Rental Document based on your requested rental period.

Mileage Limits

- Per Night Mileage Allowance. Rentals include a 125 mile per “night” allowance for each night (each 24-hour increment) of the rental period. For each mile in excess of 125 per night there is an additional charge of \$0.65 per mile, calculated for the entire trip on a cumulative basis.
- Maximum Mileage per Night. We limit the maximum average miles traveled to 250 per night (each 24-hour increment) of the rental period. For each mile in excess of 250 per night there is an additional charge of \$1.30 per mile, calculated for the entire trip on a cumulative basis.

Charges and Payment

You will pay for the period of time you rent the vehicle and number of miles you drive in excess of the daily mileage allowance and the maximum daily miles, at the rates indicated on the Rental Document, including extra days for approved rental extension or additional days due to your failure to return the vehicle at the appointed time set forth in the Rental Document. The minimum charge is one day (24 hours), plus mileage in excess of the daily mileage allowance and the maximum daily miles. We will

determine the miles by reading the odometer in the vehicle. The daily charge applies to consecutive 24-hour periods starting at noon on the day the rental begins.

From time to time we may offer additional services, equipment, and/or products with associated terms and conditions or terms of use; if you elect to purchase and/or use such items, you agree to pay for those items and be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.

There is a standard cleaning charge that is waived for rentals of 4 or more nights.

If prior written approval is obtained by the Company, and a pet is allowed during the rental period, an additional pet cleaning fee will be charged.

You are responsible for paying all ferry, toll-bridge, and toll-road charges in connection with your rental and use of the vehicle. You also agree to pay all fines, penalties, and court costs for parking, traffic, toll, and other violations, including storage liens and charges. If the Company is required to pay any unpaid or unreported/undisclosed fines or penalties, the Renter will be charged that amount, plus an additional 50% fee. (See Page 2 "Driving and Traffic Laws").

You agree to pay any additional charges provided on the rental documents which are over and above the base rental rates, mileage and service charges and fees, as well as all applicable sales and/or other taxes.

The charges shown on the return record are not final and are subject to review, pending final inspection of the vehicle, and final assessment all charges, including cleaning, repair, unpaid parking, traffic or toll fees or other charges not identified or discovered until after return of the vehicle.

IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES THE COMPANY TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THE RENTAL AGREEMENT. IN THE EVENT THE COMPANY INITIATES CHARGES AGAINST SUCH CARD(S) THAT IS DISHONORED FOR ANY REASON, RENTER AUTHORIZES THE COMPANY TO RE-INITIATE SUCH CHARGE WITHOUT FURTHER AUTHORIZATION FROM RENTER.

Pick Up and Drop Off

Bainbridge Island Rentals:

Company vehicle pick-up and drop-off takes place at the Company rental facility on Bainbridge Island, located at 7869 NE Day Rd W, Unit 206, Bainbridge Island, WA 98110, unless otherwise arranged in writing.

Palm Springs Rentals:

Company vehicle pick-up and drop-off takes place at the company rental facility in Palm Springs, located at 3425 N Indian Canyon Dr, Palm Springs, CA 92262, unless otherwise arranged in writing.

Company vehicles are available for pick-up between 12 pm and 4 pm on the day Rental commences. The orientation and check-out process takes approximately 1 hour.

- For up to 3 hours early (between 9 -12 am), the Early Pick-Up Fee is 25% of the daily rental rate.
- The company does not facilitate pick-up earlier than 9 am.

*Other pick-up times and locations may be offered at the Company's discretion. Additional costs may apply.

Company vehicles are due back by 12 pm on the final day of the Rental. Renters shall be charged a Late Fee if the vehicle is returned after noon, as follows:

- For up to 4 hours late (up to 4 pm), the Late Fee is 25% of the daily rental rate.
- More than 4 hours late (after 4 pm), the Late Fee is 100% of the daily rental rate.

At the Company's discretion, other pick-up and drop-off arrangements may be agreed to. Alternate arrangements should be proposed and agreed to as far in advance as possible and will not be allowed after a rental has commenced. Additional fees apply.

The vehicle will have a full tank of fuel at the time of pick-up and must be returned with a full tank at drop-off. If the vehicle is not returned full of fuel, the Renter will be charged a refueling fee. This fee is equal to the actual fuel cost, plus 25%. Please fill-up within 5 miles of the return location.

For vehicles with installed propane tanks, the propane tank will be full at time of pick-up and must be returned full. If the propane tank is not returned full, the Renter will be charged a service and fill fee of \$25. A tamper seal is attached to the propane tank valve. If it is broken, the Company will assume propane has been used.

Vehicles must be returned free of damage, with the complete inventory, and with all trash and debris removed. Excessively dirty vehicles, damaged vehicles, or damaged/missing inventory (aside from consumables) will incur cleaning, damage repair, or replacement fees in addition to the Company's standard cleaning fee.

Deposits, Reservations, Cancellations, Rescheduling Requests, Booking Adjustments

Booking Deposit

- For reservations made 31 or more days prior to the departure date, a \$500 booking deposit is required for confirmation.

Full Payment

- Full payment for the Rental is due 30 days prior to the departure date. It will be charged automatically to the Renters credit card.

Security Deposit

- A Security Deposit of \$1,500 is collected 24 hours before rental departure. The Security Deposit covers damage or additional fees which occur during the Rental period. At the Company's discretion, the Security Deposit may be applied toward the insurance deductible if there is a damage claim. Unused portions of the security deposit are returned to the Renter.

Cancellations Prior to Departure

- If Renter cancels 60 days or more before Rental departure, one-half (50%) of the Booking Deposit will be refunded to the Renter.
- If Renter cancels within 60 days of Rental departure, none of the Booking Deposit will be refunded.
- If the Renter cancels within 30 days of Rental departure, none of the payments made to the Company will be refunded.
- If Renter forfeits fees due to a cancellation by the Renter 60 days or more before Rental departure, Renter shall have 12 months to reserve and commence an alternate Rental. In such case 80% of all forfeited (non-refunded) fees shall be credited to the alternate Rental. Such alternate Rental is subject to vehicle availability. This is also referred to as the "Awesome Escape Clause."
- Renter may not cancel and there are no refunds for a Rental that has commenced.

- The Company may cancel or terminate a reservation at any time prior to and through the last day of Rental if the Renter or any additional authorized driver has engaged in or allowed improper operation or misuse of the vehicle, violates any of these Terms and Conditions, or is deemed unfit by the Company to operate the vehicle.
- The Company reserves the right to cancel a reservation at any time prior to and through the last day of a Rental. Reasons for cancellations include, but are not limited to: natural disasters, unsafe weather conditions and/or road conditions, as well as vehicle mechanical issues. If the Company cancels a Rental it will refund the unused portion of the Rental period, unless the cancellation was a result of Renter's or any additional authorized driver's improper operation or misuse of the vehicle, violation of any of these Terms and Conditions, or Renter or any additional authorized driver being deemed unfit by Company to operate the vehicle.

Card Reserve

You acknowledge that you have been informed and that you expressly agree that if you use a charge card, your credit, up to an amount of the estimated total charges due under the Rental Agreement, including the Booking Deposit and the Security Deposit, as indicated on the Rental Document, based on your representation about this rental, may be set aside or reserved by the card issuer of the card, which you present for payment of your rental charges; or, if you use a debit card funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under the Rental Agreement, including the Booking Deposit and the Security Deposit, based on your representation about this rental, as indicated on the Rental Document. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. In the absence of outstanding charges, including, without limitation, loss or damage to the vehicle, any excess reserve or set aside will be released within seven (7) days following completion of your rental, and that thereafter your card issuer's rules apply to your credit line or your account being credited for such excess and may not be immediately released by your card issuer.

Vehicle Substitutions

The Company may substitute a vehicle other than the one originally reserved by Renter at any time. This is done primarily to conduct unforeseen maintenance and/or repairs, but can be done by the Company for any reason.

There will be no additional charge to the Renter if a vehicle with a higher rate is substituted for one of a lower rate by the Company. However, if a vehicle with a lower rate is substituted for one of a higher rate, the Company will refund the difference to the Renter.

Required Insurance

Rental insurance is required on all rentals. This service is provided through Outdoorsy, our reservation system partner. By reserving and/or renting our vehicles and selecting the Outdoorsy insurance program:

- You agree with respect to any and all services or products provided by Outdoorsy, including the DMV Verification services, the Outdoorsy Renter Insurance and any roadside assistance furnished through Outdoorsy (collectively, the "Outdoorsy Services"), that such Outdoorsy Services are provided by Outdoorsy in accordance with Outdoorsy's terms and conditions, and not by the Company, and that Outdoorsy is solely responsible for delivery of any such Outdoorsy Services.
- You acknowledge that the Company makes no promises or representations with respect to the Outdoorsy Services, including, without limitation, the Outdoorsy Renter Insurance or any coverage or lack of coverage furnished thereunder.
- There is a \$1,000 - \$2,500 deductible on the Outdoorsy Renter Insurance policy. In all events, the Renter will be responsible and agree to pay any applicable insurance deductible.
- Your personal insurance policy providing coverage on an owned automobile, or other personal policy, may provide primary coverage, and to that extent, the insurance provided by Outdoorsy may provide duplicate or merely secondary coverage. Whether, at what point, and to what extent, your

own policies versus the Outdoorsy Insurance may apply can only be determined by your checking the terms of the policies themselves as these terms frequently vary. Information regarding the Outdoorsy Renter Insurance, including limits, deductibles, restrictions to and exclusions from coverage, may be obtained from Outdoorsy.com. Our employees are not qualified to advise you on the adequacy of your existing of Outdoorsy insurance options or insurance issues.

- At the time of rental, you will be provided an Outdoorsy insurance card with contact information relating to the Outdoorsy Renter Insurance. If an incident occurs, the Renter shall contact Outdoorsy as indicated on the insurance card, as well as the Company, as soon as it is safe to do so.
- You hereby release and agree to defend, indemnify and hold the Company and its affiliated companies and their respective officers, agents and employees harmless (including legal fees and costs) from and against any claims, damages, losses and/or liabilities arising from or in any way relating to the Outdoorsy Services, including, without limitation, the Outdoors Renter Insurance and any Outdoorsy roadside assistance program, or reliance thereupon.

Roadside Assistance

- Roadside assistance is required for all trips.
- The Renter may purchase 24-hour roadside assistance through Outdoorsy or use AAA Premier coverage.
- Roadside assistance is generally limited to improved, regularly maintained, accessible roadways and adjacent areas. If Renter chooses to travel into inaccessible or remote areas, they do so at their own safety and financial risk.
- If Renter or any other person gets a Company vehicle stuck or otherwise disabled, Renter is financially responsible for any associated towing, repair, storage, and/or cleaning charges, as well as any trip interruption, lodging, transportation, or other costs or expenses resulting from the same.
- Service to the vehicle or replacement of parts or accessories during the rental by roadside assistance service providers shall be at your own risk, including, without limitation, the cost of any necessary corrections thereto or restoration of the vehicle to its original condition at the time of rental commencement.
- Some of our vehicles are equipped with GPS locators for protection and safety.

Breakdowns and Delays

- If a mechanical breakdown occurs the Company will endeavor to carry out corrective repairs in an expeditious manner – provided this occurs on approved roads in accessible areas.
- If repairs cannot be completed expeditiously, the Company will attempt to provide a back-up vehicle, subject to availability from the Company's vehicle inventory.
- If a back-up vehicle is not available or a vehicle exchange is not practical (as determined by the Company), the Company will refund the remaining days rental fees.
- **Other than refund of unused rental fees, the Company is not responsible for any costs, expenses, damages or losses incurred by Renter or any other person due to adjustment of their travel plans, whether trip interruption, lodging, transportation or other costs or expenses, in the event of mechanical breakdown, regardless of cause.**
- If a vehicle breaks down in an unimproved, remote, or inaccessible area all related costs of towing, storage and repairs are the responsibility of the Renter.
- If a mechanical breakdown is a result of the Renter's or any additional authorized driver's improper operation or misuse of the vehicle (such as running a vehicle without water or oil, driving in off-road terrain, driving in a hazardous or illegal manner) or use of the vehicle which is otherwise in violation of the Rental Agreement, the Renter will be financially responsible for all towing, storage, repair and other expenses or costs incurred by the Company. The Company alone determines improper operation or misuse of the vehicle.

Return of Vehicle

You agree to return the vehicle to the Company on or before the return time and at the drop off location designated in the Rental Document or on the Company's demand and in the same condition received,

ordinary wear and tear accepted. If the Renter is involved in a collision or other accident, the vehicle shall remain on Rental and cannot be returned until all repairs are complete and the vehicle re-accepted by the Company.

Extensions of the rental term are at the Company's option. If the vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the vehicle until the Company can inspect it on the following business day.

Breach or Violation of Rental Agreement

In the event of any violation of the limits on use or other breach of the Rental Agreement, the Company automatically, without further notice to Renter or any additional authorized driver(s), terminates their right to use the vehicle and the Company retains any other rights and remedies provided by law. In the event of such a violation of the Rental Agreement or if the vehicle appears to be abandoned, the Company has the right to seize the vehicle without legal process or notice to Renter or additional authorized drivers. Renter and additional authorized driver(s) hereby waive all claims for damages, losses or expenses connected with or arising from such seizure, including, without limitation, loss or damage to contents of the vehicle, and shall pay all expenses incurred by the Company in returning the vehicle to the original rental location.

If Renter or additional authorized driver(s) continue to operate the vehicle after the right to do so is terminated, the Company has the right to notify law enforcement that the vehicle has been embezzled. Renter and additional authorized driver(s) hereby release and discharge the Company and defend, indemnify and hold the Company harmless against liability arising from such notice. Renter remains responsible for all charges, costs, taxes, fees and obligations set forth in the Rental Agreement.

Collections

If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the vehicle including, without limitation, rental charges, payment for loss of or damage to the vehicle, parking, toll charges, traffic fines and penalties and towing, storage and impoundment fees, you agree that unpaid amounts shall be subject to a late charge of one and one-half percent (1.5%) per month on the past due balance or the highest rate permitted by applicable law, whichever is less. You agree to also pay for any costs that we incur in seeking to collect such charges and other amounts owing, including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees.

Warranty Exclusion

BY TAKING POSSESSION OF THE VEHICLE AT PICK UP, RENTER AGREES THAT RENTER RECEIVED THE VEHICLE IN GOOD PHYSICAL AND MECHANICAL CONDITION. RENTER IS TAKING POSSESSION OF THE VEHICLE "AS IS" AND AGREES THAT RENTER HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE VEHICLE AND ITS OPERATION. COMPANY EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Loss or Damage to the Vehicle

You and any additional authorized drivers are absolutely liable, jointly and severally, and agree to pay us for any and all loss or damage to the vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, hail, flood, collision, vandalism, or any other cause, subject to limitations imposed by the law where the vehicle is rented. In the event of loss or damage to the vehicle, this liability will not exceed the full value of the vehicle, plus (a) actual towing and storage charges; (b) loss of use (including lost revenues); (c) diminution in value, as determined by the Company, regardless of whether the vehicle is repaired or not; (d) all rental charges through the date you report the incident if not returnable or the return date, whichever is later; and (e) any out-of-pocket expenses incurred by us as a result of the loss or damage to the vehicle, all as allowed by law.

Loss or Damage to your personal property

You and any additional authorized drivers release us, our agents, and employees from and waive all claims against us for loss of, or damage to, personal property of Renter, any additional authorized driver and vehicle passengers that we received, handled or stored, or that was left or carried in or on the vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

Responsibilities to Third Parties

The Company complies with applicable motor vehicle financial responsibility laws as an insured. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law or this Agreement, the Company does not extend any of its motor vehicle financial responsibility to Renter, any additional authorized driver(s), passengers or third parties through the Rental Agreement. If valid automobile liability insurance, whether the Outdoorsy Renter Insurance or otherwise, is available on any basis to Renter, additional authorized driver(s) or any other driver and such insurance satisfies the applicable state motor vehicle financial responsibility law, then Company extends none of its motor vehicle financial responsibility. However, if Renter and all additional authorized drivers are in compliance with these and all other terms and conditions of the Rental Agreement and the Company is obligated under applicable law to extend its motor vehicle financial responsibility to Renter, additional authorized driver(s) or third parties, then the Company's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by law, the Company's financial responsibility shall not extend to any claim made by a passenger while riding in or getting in or out of the vehicle.

Indemnification by Renter

Renter shall defend, indemnify and hold the Company and its affiliated companies and their respective officers, agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us whatsoever in any manner resulting or arising from or in connection with the Rental Agreement, the rental transaction or from the use of the vehicle by you or any person during the rental, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such occurrences or losses; but in any event Renter shall retain all responsibility to the Company for such occurrences and losses under this indemnity obligation.

Limitation of Remedy; No Consequential Damages

If we breach any of our obligations under the Rental Agreement and/or if the vehicle has any mechanical failure or other failure not caused by Renter or any additional authorized driver, and if we are liable under applicable law for such breach or vehicle failure, our sole liability to you and to any additional authorized driver and your and any additional authorized driver's sole remedy (cumulatively) is limited to recovery by you of the pro rata rental rate for the period in which you and any additional authorized driver(s) did not have use of the vehicle during the rental period. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND EACH ADDITIONAL AUTHORIZED DRIVER WAIVE AND RELEASE US FROM ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS RENTAL OR THE RESERVATION OF THE VEHICLE.**

Applicable Law, Jurisdiction and Attorneys Fees

The Rental Agreement shall be governed by, construed, and enforced under the laws of Washington, without regard to its conflict of laws principles. The parties agree that the sole and exclusive jurisdiction for the resolution of any disputes, claims, or actions of any kind arising under the Rental Agreement or related to the Rental Agreement shall be in the state or federal courts located in Seattle, Washington, and each party hereby consents to the exclusive jurisdiction of those courts for the purposes of any such proceedings. The parties further agree that the prevailing party in any legal proceeding to resolve any disputes, claims, or

actions of any kind arising under the Rental Agreement or related to the Rental Agreement shall be entitled to recover its reasonable attorneys' fees and legal costs from the non-prevailing party

Other Important Provisions

You agree that you are not our agent for any purpose and shall not in any way hold yourself out as our agent for any purpose.

We may transfer our rights and obligations under the Rental Agreement to another organization, but this will not affect your rights or our obligations. You may only transfer your rights or obligations under the Rental Agreement to another person if we agree in writing.

If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

The title of this document and headings used herein are for reference only and shall not be construed to give any substantive meaning hereto.

Each of the provisions of the Rental Agreement, including these Terms and Conditions, operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect. If there is any conflict between any other document that is part of the Rental Agreement and these Terms and Conditions, the latter shall govern and control.

Changes

The Company may amend these Terms and Conditions from time to time by posting a new version to its website at www.pacwesty.com. Changes will be effective upon posting. Rental reservations or bookings following the posting of updated terms and conditions to our website will indicate your acknowledgement of, and agreement to be bound by, such changes. Current Terms and Conditions for our rentals may also be obtained by contacting our office at adventures@pacwesty.com