

KRAKEN RV AND TRAILER RENTALS AGREEMENT:

This Travel Trailer Rental Agreement is made between Jeremy and Kimberly Evans and the renter for and in consideration of

the mutual covenants and agreements herein contained, and further good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, Owner and Renter covenant and agree as follows:

1. Rented Property. Owner hereby rents to Renter and Renter hereby rents from Owner that certain travel trailer, more specifically described on Exhibit"A" attached hereto and incorporated herein, to have and to hold, subject to the terms and conditions herein, for the Rent Term (as hereinafter defined).

Renter acknowledges and agrees that Owner shall have the right to substitute a trailer in lieu of the Trailer described on Exhibit"A" without prior notice to Renter provided that such substitute is determined by Owner to be a comparable type and condition. If the value of the substitute trailer is less than the value of the trailer described in Exhibit"A", then the Base Rent shall be adjusted accordingly. Hereinafter, the trailer actually delivered by Owner shall be referred to as the"Trailer".

2. Trailer Location. The Trailer shall be delivered and placed at the following location based on contracted or verbal agreement.

(the "Trailer Site") during the Rent Term (as hereinafter defined). Renter acknowledges that Owner is not responsible for any costs or fees associated in occupying the Trailer Site. Renter shall not hold Owner responsible for electrical insufficiencies at the Trailer Site/ location. Renter acknowledges that this unit requires either a 50 amp or 30 amp/110v RV receptacles for power, a sewer inlet connection for bathroom use and a potable fresh water supply connection.

3. Rent Term. The Rent Term shall begin on the day of delivery or pick-up. End of rental contract will be based on contract or verbal agreement no later than 12:00PM.

Notwithstanding anything herein to the contrary, Owner may repossess the Trailer at Renter's expense without

notice to Renter if the Trailer is used in violation of law or this Agreement.

4. Occupants. Renter agrees and warrants that the following persons (the "Occupants") will be the only persons, with the exception of the Owner and agents thereof, who will occupy the Trailer:

5. Rent, Deposits, and Fees:

a. Security Deposit. Renter shall provide Owner a valid credit card/ or cash in the amount described on website or verbal discussion with owner(s) to secure the rental dates and the payment of damages or costs related to any default of Renter. Renter agrees and expressly authorizes Owner to retain the credit card information and to charge such

credit card for any and all unpaid rent, fees, charges, and costs chargeable to Renter. The Security deposit will be returned in full, minus any fees or damages accrued, after a thorough assessment of the trailer (allow 7-10 business days).

b. Base Rent. Upon the delivery of the Travel Trailer to the Trailer Site, Renter shall pay to the Order of Owner the base rent as discussed per calendar day during the Lease Term (the "Base Rent"). The Base Rent shall be payable in full prior to the beginning of the Rent Term.

c. Tax. Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this Agreement.

d. Delivery Fee. An additional \$3.00 per mile will be added for delivery to and from the drop off location. Total delivery fee agreed upon where location of trailer is.

e. Sewage Fee: Waste and sewage cleaning in the amount of \$60.00 shall be payable as part of the initial rental fee.

f. Cleaning Fee. An initial \$60.00 fee is added into rental. If, in the sole discretion of Owner, the cleanliness of the Trailer is not substantially similar to the level of cleanliness of the Trailer when delivered to the Trailer Site, an additional cleaning fee of \$50 per hour will be charged to Renter.

g. Other Fees. Renter agrees to pay the applicable fees listed herein below in Section 7.

6. Inspection. Renter represents that it has fully inspected the Trailer and acknowledges that the Trailer was in good condition as of the beginning of the Rent Term and that Renter is satisfied with and has accepted the Trailer in such good condition as of the beginning of the Rent Term. Renter acknowledges being shown how to properly use all appliances, air conditioning, controls, location and function of all safety items in the Trailer.

7. Rules and Regulations. In addition to the other terms and conditions of this Agreement, Renter shall cause such Rules and Regulations listed in this Section 7 to be followed by all persons occupying the Trailer. Failure to abide by these Rules and Regulations shall, at the option of Owner, cause early termination of the Rent Term and Renter's use of the Trailer and forfeiture of all rents and deposits. The Rules and Regulations are as follows:

- a. There shall be no smoking inside of the Trailer. Evidence of smoking will result in a \$350.00 charge.
- b. Pets are not allowed in the Trailer unless the Owner provides express written consent of such and a pet fee of \$30.00 per pet. Evidence of unauthorized pets will result in a \$350.00 charge.
- c. The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended.
- d. At no time should anyone ever climb up onto the roof of the Trailer. This area is completely off limits.
- e. Occupants, and all persons in the Trailer, shall obey all of the laws of the state of Florida or the state of the Trailer Site, as well as related neighborhood association rules and covenants while in the Trailer or Trailer Site.
- f. At the end of the Rent Term, the Trailer and the contents thereof shall be in the same condition found as the beginning of the Rent Term. Cooking and dining utensils shall be cleaned and stored where found in the cabinets. All trash must be removed from the Trailer. The refrigerator and freezer must be emptied of all items.
- g. The Trailer furnishings are not to be removed from the Trailer nor relocated outside.
- h. Propane will be refilled, if used, or a \$60.00 fee will be removed from security deposit/ or charged to card on file.

- i. Gas for rented generators will be refilled or a \$75.00 fee will be removed from the security deposit/ or charged to card on file.
- j. DO Not use any other toilet paper other than the Rv / septic safe toilet paper. Renter will replace used items as needed.
- k. Any excessive consumable use of toilet paper, soaps, paper towels etc. will be charged to renter for replacement.

8. Refunds and Cancellations:

a. All cancellations must be submitted in writing via email to Krakenrvrentals@gmail.com or through the Owner's website at <https://www.krakenrvrental.com/contact>. If Owner receives notice of cancellation 10 days or more before the beginning of the Rent Term, the Reservation Deposit will be refunded in full. If Owner receives notice of cancellation 9-6 days before the beginning of the Rent Term, 50% of the Reservation Deposit will be refunded. 5 days or less, there will be no refund of Reservation Deposit, only credit toward a future reservation.

b. Refunds of monies paid to Owner or any other rental fee will not be given for late arrivals, early departures, or inclement weather conditions.

1. In the event trailer cannot be picked up or returned at agreed upon time, the charge of another full day rent, plus the loss of any monies from future rentals, will be charged to the renter.

c. In the event of a hurricane or tropical storm, refunds will be made only in the event of a mandatory evacuation issued by the local governmental authorities with jurisdiction over the Trailer Site. Voluntary evacuations will not result in a refund. Refunds will be granted from the day of the issuance of the mandatory evacuation on a pro rate basis based on the days where evacuation is required (out of all total days of the Rent Term) and the pro rate amount for such days of the total rental amount. Notwithstanding anything herein to the contrary, if a tropical storm or hurricane is located within 750 miles of the Trailer Site, the Owner shall have the option to end the Rent Term early and repossess the Trailer. In the event that Owner ends the Rent Term early, Renter shall be reimbursed the Base Rent on a pro rata basis based upon the days Rent was unable to occupy the Trailer due to Owner's early termination of the Rent Term. Owner shall be not responsible for Renter's accommodations after the termination of the Rent Term or after any mandatory evacuations described herein.

d. If for some unforeseen reason, the Trailer is undeliverable, and a substitute is not available, the Reservation Deposit shall be returned in full. Renter agrees that Owner shall not be held responsible for any resulting costs to Renter including but not limited to the costs of finding alternative accommodations

9. Lost and Found. Owner is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Owner immediately if Renter discovers it left any item at the Trailer, and Owner will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

10. Warranties. Renter acknowledges that OWNER MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TRAILER AND THE TRAILER SITE, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TRAILER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

11. Owner Liability Owner does not assume or accept any liability for loss, damage or injury to persons or their personal property related to or in connection with the Trailer. Owner does not accept or assume liability for any inconveniences, damage, loss, or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, internet, electricity, or plumbing, nor due to weather conditions, natural disasters, acts of God, or any reasons beyond Owner's control.

12. Responsibility for Damage or Loss. Renter is responsible for all damage to, or loss or theft of, the following: the Trailer, including any parts, hookups, furnishings, interior contents, tires, tools, accessories, equipment, and keys (collectively, "Equipment"). Such damages shall include the cost of repair, the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if Owner elects not to repair the Equipment, loss of use of the Equipment, diminished value of the Equipment caused by damage to it or repair of it, and all other ancillary costs including administrative expenses incurred processing any insurance claims, regardless of the lack of fault or negligence of Renter. Renter must report all incidents of theft and vandalism to Owner and the police immediately upon discovery. Renter shall indemnify and hold Owner harmless from all liability caused by fire, water, theft, vandalism, collision, or any

other casualty.

13. HOLD HARMLESS, WAIVER, AND RELEASE. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, ACKNOWLEDGE THE INHERENT RISKS INVOLVED IN OPERATING AND OCCUPYING A TRAILER AND FURTHER AGREE THAT THE USE OF THE TRAILER SHALL BE AT HIS OR HER OWN RISK. THE RENTER, ON BEHALF OF THEMSELVES, THEIR GUESTS AND OCCUPANTS, INCLUDING MINOR CHILDREN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE KRAKEN RV AND TRAILER RENTALS L.L.C. AND EACH OF THEIR OWNERS, MANAGERS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, SUCCESSORS AND ASSIGNS (THE "RELEASED PARTIES") FOR ANY LIABILITY, CLAIM AND/OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE UNDERSIGNED, THEIR GUESTS OR OCCUPANTS RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER.

FURTHER, THE RENTER SHALL, JOINTLY AND SEVERALLY, INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY LIABILITIES, CLAIMS, CAUSES OF ACTION, LOSSES, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CLAIMED BY THE UNDERSIGNED, THEIR GUESTS, OCCUPANTS OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RELATED TO, ARISING OUT OF OR INCIDENT TO THE USE OF THE TRAILER, WHETHER BY THE UNDERSIGNED RENTER OR ANY OTHER PARTY, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR VIOLATION OF THIS RENTAL AGREEMENT,

THE UNDERSIGNED UNDERSTANDS, INTENDS AND DESIRES TO FULLY RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO THE USE OF THE TRAILER TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS

14. Insurance. Renter shall have auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renter, Occupants, and the Trailer in the minimum amount required by applicable state law. Renter agrees that Owner's own insurance policy shall be secondary to any and all insurance policies of Renter unless otherwise prohibited by law. The benefits afforded under Renter's insurance policy shall be primary.

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

15. Miscellaneous Provisions

a. This Agreement is the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

b. This Agreement may be executed in several counterparts, each of which shall be an original.

c. In the event litigation arises (at the trial or appellate level) in connection with this Agreement, the prevailing party will be entitled to be reimbursed for all costs incurred in connection with such litigation, including without limitation reasonable attorneys' fees and costs.

d. The undersigned agree that if any provision of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Agreement other than such invalid or unenforceable provision shall be valid and enforceable.

e. The undersigned further agree that the section and paragraph headings in this Agreement are for convenience and reference only, and shall not be deemed to alter or affect the provisions thereof.

f. Where necessary or appropriate to the meaning thereof, the singular and the plural shall be interchangeable and the words of any gender shall include all genders.

g. The failure of either party to insist in any one or more cases upon the strict

performance or observance of any obligation of the other party hereunder or to exercise any right or option

contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of the other party or any right or option of Renter or Owner. Owner's receipt and acceptance of performance of any other obligation by Renter, with knowledge of Renter's breach of any provision of this Agreement, shall not be deemed a waiver of such breach. No waiver by Owner or Renter of any term, covenant, or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party waiving such term, covenant, or condition.

h. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Owner and Renter have hereunto executed this Agreement as of the day and year first above written.

Noted

Accepted by the undersigned

Accepted by the undersigned

Accepted by the undersigned
