

RENTAL AGREEMENT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT THE CAR, AND WHICH MAY BE SIGNED ELECTRONICALLY, WHICH BOTH YOU AND [COMPANY] AGREE SHALL BE TREATED AS ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT (“**THIS AGREEMENT**”) FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS (“**CAR**”). THIS AGREEMENT IS BETWEEN THE PERSON IDENTIFIED AS THE RENTER OR AN AUTHORIZED OPERATOR (AS DEFINED BELOW) IN THIS AGREEMENT (“**YOU**”) AND THE RENTER, WHICH IS IDENTIFIED ON THE RENTAL RECORD (Aloha Glamp LLC)

1. Nature of this Agreement

You are obtaining solely a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Aloha Glamp LLCC. No one other than Aloha Glamp LLC may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Aloha Glamp LLC is void. Neither You nor any Authorized Operators are agents of Aloha Glamp LLCC. No one may service or repair the Car without Aloha Glamp LLCC's prior express approval. Aloha Glamp LLC MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

2. Who May Operate the Car

Only You and, with Your permission, the following persons (“**Authorized Operators**”), may operate the Car: (a) for rentals (“**Replacement Rentals**”) which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (B) any other person who meets Aloha Glamp LLC's qualifications and who signs an Additional Authorized Operator form at the time of rental. Except as provided in the following sentence, all Authorized Operators must be at least 21 years old and have a valid driver's license from a jurisdiction acceptable to Aloha Glamp LLC. Charges for Authorized Operators under 25 may apply. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car; for purposes hereof, an “emergency” shall mean urgent circumstances under the laws of the jurisdiction in which the alleged emergency occurred. With respect to persons who must sign an Additional Authorized Operator form, other qualifications may, at Aloha Glamp LLCC's discretion, be in effect at the time and place of rental; and, where permitted by law, Aloha Glamp LLCC may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the Car (for example: the obligations contained in paragraph 9).

3. Return

(a) Ordinary wear due to reasonable use excepted, You must return the Car to Aloha Glamp LLC in the same condition it is in when You receive it. You must return the Car to Aloha Glamp LLC by the due date specified on the rental record, or sooner if demanded by Aloha Glamp LLC. A return change fee will apply to any change in Your scheduled return date, time or location if You fail to notify Aloha Glamp LLC within 12 hours of Your scheduled return time. The Car will remain subject to these terms and conditions until It has inspected and accepted it; if You return the Car after hours: (i) You are responsible for any damage to the Car until Aloha Glamp LLC has inspected and accepted it on the next day that the return location is open for business, and (ii) time charges, charges for any optional insurance coverages selected, and any charges for additional services or other charges which are stated on the rental record as a periodic rate, may continue to accrue until the return location reopens for business. If You do not return the Car when required by this agreement, then after Aloha Glamp LLC sends You a written demand to return it, sent to Your address shown in Your enrollment or otherwise provided to Aloha Glamp LLCC may remotely disable operation of the Car and, at Your expense, recover the Car where and when it is found. If the Car is found illegally parked or apparently abandoned, or if the Car is used or obtained as prohibited under paragraph 5 of this Agreement, then Aloha Glamp LLC may recover the Car without demand. To the extent permitted by law, You waive any right to a hearing or to receive any notice or legal process as a pre-condition for Aloha Glamp LLC remotely disabling operation of the Car and recovering the Car. Failure to return the Car in accordance with the terms of this agreement may result in a criminal penalty. You expressly consent

and agree that Aloha Glamp LLC may use electronic or verbal means to contact You. You agree that Aloha Glamp LLC may use any email address or telephone number You provide to contact You, including manual calling, voice messages, text messages, emails or automatic telephone dialing systems. The Car may be equipped with global positioning technology or other telematics systems and a transmitter that allows Aloha Glamp LLC to track or otherwise locate the Car and privacy is not guaranteed. Information collected by any such technology or telematics is governed by Aloha Glamp LLC's privacy policy. You acknowledge that the data derived from the in-Car telematics and other devices may contain personal information and You authorize Aloha Glamp LLC to share that data with the device manufacturer, the original equipment manufacturer and its affiliates (collectively, "OEM"), service providers, and other third parties to whom Aloha Glamp LLC or OEM grants access. To the extent permitted by law, You authorize Aloha Glamp LLC, the OEM and any third-party service provider's use of the technology included in the Car, including to track the location of the Car, to disable the Car and to assist in the repossession of the Car. It is Your responsibility to delete any Bluetooth synced data from the Car upon Your return. You acknowledge and agree that, to the extent permitted by applicable law, Aloha Glamp LLC, the OEM and any third-party service provider may collect, process, charge on the basis of, add to Your customer profile and take disciplinary action on the basis of the data derived from in-Car telematics and other devices and gauges. Actions may include suspension or termination of Your ability to continue to rent Cars from Aloha Glamp LLC or its affiliates.

(b) The Car may have telematics, tracking, and related services in which case, You understand that Your access and use of the Car or the services are subject to the Car, service provider's or device manufacturer's terms and privacy statement, which may include other terms, service limitations, warranty exclusions, limitations of liability, wireless service provider terms and privacy practices.

(c) Upon return, if the Car requires more than Aloha Glamp LLC's standard cleaning on its return, [COMPANY] may charge You for the actual costs incurred by Aloha Glamp LLC to have the Car cleaned.

4. Your Responsibility For Loss of or Damage To The Car And Optional Loss Damage Waiver

(a) Except as stated below, You are responsible for any and all loss of or damage to the Car resulting

from any cause including but not limited to collision, rollover, theft, vandalism, seizure, fire, flood, hail or other acts of nature or god regardless of fault.

(b) Except as stated below, Your responsibility will not exceed the greater of the retail fair market value of the Car and its manufacturer buyback program value at the time the Car is lost or damaged, less its salvage value, plus actual towing, storage and impound fees, diminution of value of the Car as determined by Aloha Glamp LLC, an administrative charge and a charge for loss of use, regardless of fleet utilization. As more generally provided in paragraph 6, Aloha Glamp LLC may, where permitted under applicable law, process one or more vouchers or payment slips against Your credit, charge or debit Card for these losses, costs and charges, together with any other applicable charges, at or following the completion of the rental.

(c) Your responsibility for damage due to theft or otherwise is limited by law in certain jurisdictions. As of June 1, 2020, the following limitations exist. Should the laws imposing these regulations be repealed, the provisions of subparagraphs 4(a) and 4(b) shall apply without such limitations. You wish to inspect the damaged Car or the right to inspect the damaged Car will be waived. The inspection must be completed within 7 days of the return date of the Car. However, if Aloha Glamp LLC determines the Car to be a total loss and subject to salvage, the 72hour period shall not apply and You, any Authorized Operator or Your, his or her insurer shall have 10 business days to inspect the Car from receipt by You from Aloha Glamp LLC of a notice of Your obligation (or that of the Authorized Operator who was operating the Car at the time that the damage occurred) to execute and return to Aloha Glamp LLC a complete and accurate incident report describing any physical and/or mechanical damage.

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Your responsibility may also be limited in other jurisdictions.

(d) You grant a limited power of attorney to present claims for damage to or loss of the Car to Your insurance Carrier.

5. Prohibited Use Of The Car

- (a) Neither You nor any Authorized Operator may:
- (i) permit the use of the Car by anyone other than You or an Authorized Operator;
 - (ii) intentionally destroy, damage or aid in the theft of the Car;
 - (iii) take or attempt to take the Car to anywhere else outside the island of Maui, or of the United States or Canada, except as expressly permitted under this agreement;
 - (iv) engage in any willful or wanton misconduct, which, among other things, may include reckless conduct such as: the failure to use seat belts, the failure to use child seats or other child restraints where legally required, use of the Car when overloaded or Carrying passengers in excess of the number of seat belts in the Car, use off paved roads or on roads which are not regularly maintained, refueling the Car with the wrong type of fuel, i.e., diesel in a gasoline engine or gasoline in a diesel engine, leaving the Car and failing to remove the keys, or failing to close and lock all doors, Car windows or the trunk;
 - (v) use or permit the use of the Car by anyone:
 - (A) while legally intoxicated or under the influence of alcohol, drugs or other absorbed elements which may adversely affect a person's ability to drive safely;
 - (B) for any purpose that could properly be charged as a crime, such as the illegal transportation of persons, drugs or contraband or any direct or indirect act of terrorism involving the causing or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or part for political, religious, ideological or similar purpose;
 - (C) to tow or push anything;
 - (D) in a speed test, speed contest, race, rally, speed endurance contest or demonstration;
 - (E) in driver training activity;

(F) to Carry persons or property for hire (*i.e.*, for a charge or fee), unless specifically authorized in writing by Aloha Glamp LLC;

(G) if the Car has been obtained from Aloha Glamp LLC by fraud or misrepresentation; or

(H) to Carry hazardous materials (other than customary quantities of materials used in

(vi) For rentals in Hawaii, take or attempt to take the Car off the Islands of Hawaii; and

(b) Any use of the Car in a manner prohibited in this paragraph 5:

(i) to the extent permitted by applicable law, will cause You to lose the benefit of any limitation on Your liability for loss of or damage to the Car, even if You have accepted LDW;

(ii) to the extent permitted by applicable law, void personal accident insurance (“**PAI**”) and personal effects coverage (“**PEC**”), liability insurance supplement (“**LIS**”) coverage, emergency sickness protection (“**ESP**”) and any liability protection provided by Aloha Glamp LLC under this agreement; and

(iii) will constitute a breach of this agreement, making You responsible, to the fullest extent permitted by law, for the actual and consequential damages to Aloha Glamp LLC caused by the breach, together with [COMPANY]’s related costs and attorneys’ fees.

6. Payment of Charges

(a) You and any person, corporation or other entity to whom, with Aloha Glamp LLC’s consent, You expressly

direct the charges in any way incurred under this Agreement (“**Charges**”) to be billed, are jointly and severally responsible for payment of all charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any check (or cheque) used for payment of Charges that is returned to Aloha Glamp LLC unpaid or for any credit, charge, debit or stored value/prepaid/gift Card charges which are not honored by the Card issuer.

(b) Payment for all Charges is due at the completion of the rental in cash or by a credit Card, charge Card, debit Card or other device acceptable to Aloha Glamp LLC; however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons—see below. You may be required to present a credit, charge or debit/check Card at the commencement of rental and agree to permit Aloha Glamp LLC to bill Charges to that Card. By providing a form of payment, You authorize Aloha Glamp LLC to perform a check on Your credit and /or other data sources that identify risk associated with a rental of the Car by You. Aloha Glamp LLC may decline to rent based on this information. Stored value/prepaid/gift Cards are not, and debit Cards may not be, acceptable to qualify for rental, but both types of Cards may be used for payment at return. Charges not known to Aloha Glamp LLC at the completion of the rental are payable by You, or by the person, corporation or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the credit, charge or debit Card presented at the time of rental, even if cash, another credit, charge or debit Card or stored value/prepaid/gift Card was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit or stored value/prepaid/gift Card is governed by the terms of Your agreement with the Card issuer. IF YOU PRESENT A CREDIT, CHARGE CARD OR DEBIT/CHECK CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE Aloha Glamp LLC TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHORIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL, IN AN AMOUNT THAT MAY BE GREATER THAN THE ESTIMATED CHARGES, EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT THE TIME OF RETURN. IF YOU USE A DEBIT/CHECK CARD TO QUALIFY

FOR A RENTAL, Aloha Glamp LLC WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER [COMPANY] RECEIVES THIS AUTHORIZATION, IF THE AUTHORIZATION OBTAINED AT THE COMMENCEMENT OF THE RENTAL EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL, THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASES THE EXCESS. Aloha Glamp LLC WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. Aloha Glamp LLC may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge or debit Card, You authorize Aloha Glamp LLC to correct the Charges with the Card issuer. Aloha Glamp LLC will notify You of any correction.

(c) Aloha Glamp LLC may from time to time issue prepaid vouchers, coupons represented either by documents or by entries in Aloha Glamp LLC's records ("**Vouchers**") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. Vouchers must be submitted at the time that the rental commences. Persons who pay by voucher may be required to pay the amount by which the estimated charges for the rental exceed the value of the Voucher at the commencement of the rental. Restrictions on the use of Vouchers may apply.

7. Computation of Charges

(a) TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24 HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. RENTAL RATE IS SUBJECT TO INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR 24 HOURS AFTER THE SCHEDULED RETURN TIME. LATE RETURNS BEYOND 29 MINUTE GRACE PERIOD SUBJECT TO EXTRA HOUR AND/OR EXTRA DAY CHARGES. As stated in paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, Aloha Glamp LLC's OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED. Any changes to Your agreed upon return time, date, or location may result in a change to Your quoted estimated rate total and the daily or hourly rate. Prices on Aloha Glamp LLC's website are only valid for those customers booking from a source country in which they officially reside. If a rate is booked from a source country in which You do not reside, it will be considered a fraudulent booking and Aloha Glamp LLC maintains the right to cancel such reservation and not provide a refund. Although Aloha Glamp LLC attempts to ensure all Aloha Glamp LLC prices quoted on booking channels are accurate, errors may sometimes occur. Aloha Glamp LLC will inform You as soon as possible if Aloha Glamp LLC discovers an error in the price of Your reservation and give You the opportunity to confirm booking at the correct price or cancel. If You cancel and You have already paid for Your rental, You will receive a full refund. If Aloha Glamp LLC is unable to contact You, Aloha Glamp LLC will treat Your reservation as cancelled.

(b) MILEAGE CHARGES, including those for extra miles, if any, are based on the per mile rate specified on the Rental Record. The number of miles driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles. The per mile rate is then multiplied by the number of miles driven or, in the case of extra miles, by the number of miles in excess of the number of miles allowed, as specified on the Rental Record. The result is the mileage Charge.

(c) A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented.

(d) LDW, PERS, PAI/PEC, ESP and LIS CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.

(e) TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered at the rates specified on the Rental Record or as otherwise required by applicable law.

(f) TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURRENCES, ALL PARKING, TRAFFIC AND TOLL VIOLATIONS, OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS CHARGED TO THE CAR ARISING OUT OF THE USE, POSSESSION OR OPERATION OF THE CAR BY YOU OR BY AN AUTHORIZED OPERATOR. You authorized Aloha Glamp LLC to release Your billing/rental information and charge or debit Card information or billing account information and information regarding Your rental to any electronic toll payment services provider selected by Aloha Glamp LLC (the "Toll Payment Processor") to enable you, during your rental of the Car, to use covered cashless toll collection lanes or all-electronic tollways without the use of a personal transponder or paying the toll authority directly, for the exclusive purpose of processing and billing for unpaid toll occurrences, and any violations, fines, penalties, and fees. You also agree to indemnify Aloha Glamp LLC and/or the Toll Payment Processor, if they pay same. You agree to pay, upon billing, applicable service (typically 50) and other fees related to such toll occurrences or toll, parking or traffic violations and providing information about You to a court or governmental agency for each unpaid toll occurrence and each toll, parking or other citation incurred during Your rental. You further understand that Aloha Glamp LLC and the Toll Payment Processor may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency or court responsible for issuing or enforcing unpaid toll occurrences and toll, parking or other citations that You incur during Your rental. For rentals throughout the U.S., including Hawaii: The amount of the service fee which You will be charged if Aloha Glamp LLC or the Toll Payment Processor is required to pay for such an infraction or toll occurrence is up to \$42.00 per toll occurrence or citation. You are encouraged to pay directly to the court, county government or other appropriate agency the applicable tolls, fines, costs, monetary assessments, penalties, fees, surcharges or other charges.

(g) RECOVERY EXPENSE consists of all costs of any kind incurred by Aloha Glamp LLC in recovering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorized Operator or any other operator with Your, his or her permission, including, but not limited to, all attorneys' fees and court costs.

(h) COLLECTION EXPENSE consists of all costs of any kind incurred by Aloha Glamp LLC in collecting Charges from You or the person to whom they are billed, including, but not limited to, all attorneys' fees and court costs.

(i) LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Aloha Glamp LLC's mailing an invoice for such Charges to You or the person to whom they are to be billed. Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Aloha Glamp LLC.

(j) FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Aloha Glamp LLC resulting from the use of the Car by You, any Authorized Operator or any other operator with Your, his or her permission.

(k) CHARGES FOR ADDITIONAL SERVICES, such as In Car Navigation System, alternative GPS or other navigation systems, and infant and toddler Car seats, if applicable, will be charged at the rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.

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(l) RETURN CHANGE FEE a one-time Return Change Fee \$[] will be applied if You desire to extend Your rental or return the Car to a different location and You do not notify Aloha Glamp LLC by calling 8084634381, by going online at alohaglump.com or utilizing the Aloha Glamp LLC app at least 12 hours prior to Your scheduled return date / 160 Failure to notify Aloha Glamp LLC of any change in Your scheduled return date/ time/location will result \$ p plus +the cost of the rental based on the actual day and location of return. Rental rates are subject to increase if any change is made to Your rental, including a change to extend the rental or changing the return location (drop fees may apply).

(m) LOST KEYS/KEY FOBS/LOCKOUTS If You lose the keys/key fob to the Car, Aloha Glamp LLC may charge You for the cost of replacing the keys or key fob and for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest Aloha Glamp LLC location. If You lock the keys/key fob in the Car and request assistance from Aloha Glamp LLC, Aloha Glamp LLC may charge You for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest Aloha Glamp LLC location.

(n) LOST/BROKEN GPS UNITS, CAR SEATS, ETC. If GPS units, Car Seats, or any other separately provided product is lost, stolen, or broken while on rent, You must notify Aloha Glamp LLC, and You will be responsible for replacement, delivery, and service costs.

(o) SMOKING FEE. In the event it is determined by Aloha Glamp LLC personnel that You smoked in the Car (based on odor, test strips, or other mechanisms) or the Car smells of cigarette, marijuana, You will be charged a \$[300] fee.

(p) ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.

(q) Charges will continue to accrue until the Car is returned to Aloha Glamp LLC or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Aloha Glamp LLC.

8. Refueling Options

Most Aloha Glamp LLC rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

(1) IF YOU DO NOT PURCHASE FUEL FROM Aloha Glamp LLC AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Aloha Glamp LLC a charge for fuel.

(2) IF YOU DO NOT PURCHASE FUEL FROM [COMPANY] AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT Aloha Glamp LLC will charge You a Fuel and Service Charge at the applicable per-mile/kilometer or per-gallon rate specified on the Rental Record.

(a) The per-mile/kilometer rate is used if You do not buy fuel during the rental. To calculate this amount, [COMPANY] multiplies the number of miles driven, as shown on the Car's odometer, times the per-mile/kilometer rate shown on the Rental Record.

(b) The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Aloha Glamp LLC multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

Although two methods are used for ease of calculation, the per-mile/kilometer and per-gallon rates produce approximately the same result.

(3) IF YOU CHOOSE TO PURCHASE FUEL FROM Aloha Glamp LLC AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

(a) For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Aloha Glamp LLC.

(b) For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Aloha Glamp LLC and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A

LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

9. Arbitration and Class Action Waiver

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION. Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN YOU AND US (“**US**” AND “**WE**” FOR THE PURPOSES OF THIS ARBITRATION PROVISION MEANS THE Aloha Glamp LLC CORPORATION, (“**Aloha Glamp LLC**”), ITS PARENT AND AFFILIATE CORPORATIONS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES AND ANY VENDOR OR THIRD PARTY PROVIDING SERVICES FOR THE RENTAL TRANSACTION) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies. This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise. The American Arbitration Association (“**AAA**”) will administer any arbitration pursuant to its Consumer Arbitration Rules (the “**Rules**”). You can obtain the Rules at www.adr.org. You or we may commence an arbitration by providing a written demand for arbitration to the other (to us, The Aloha Glamp LLC, 910 E. Kuiaha Rd. Haiku, HI. 96708 Attn: Sebastian Garcia and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee. The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action. IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT info@alohaglamp.com OR BY MAIL The Aloha Glamp LLC, 910 E. Kuiaha Rd. Haiku, HI. 96708 Attn: [Legal Department]. Include Your name, address, the number at the top of the Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If You have previously notified Aloha Glamp LLC of Your decision to opt out of arbitration, You do not need to do so again.

10. Responsibility for Property

You agree that Aloha Glamp LLC is not responsible to You, any Authorized Operators or anyone else for any loss of or damage to Your or their personal property caused by Your or their acts or omissions, those of any third party or, to the extent permitted by law, by ALOHA Glamp LLC's negligence. You and any Authorized Operators hereby waive any claim against Aloha Glamp LLC, its agents or employees, for loss of or damage to Your or anyone else's personal property, which includes, without limitation, property left in any Aloha Glamp LLC vehicle or brought on Aloha Glamp LLC's premises, caused by You or any Authorized Operator, by any third party or, to the extent permitted by law, by Aloha Glamp LLC's negligence whether in whole or in part. You and any Authorized Operators agree to indemnify and hold Aloha Glamp LLC harmless from any claim against Aloha Glamp LLC for loss of or damage to personal property that is connected with any rental under this agreement.

11. Liability Protection

The following subparagraph (a) applies if the provisions of Your CDP number or rate plan shown on the rental record, if any, or, in the case of a replacement rental, the applicable contract, if any, between Aloha Glamp LLC and the automobile insurer which is responsible for the damage to or loss of Your vehicle (a “**Responsible Insurer**”), include the extension by Aloha Glamp LLC of liability protection:

(a) WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, Aloha Glamp LLC WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORIZED OPERATORS' FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS, UNLESS HIGHER LIMITS APPLY FOR THE CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY IN THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, Aloha Glamp LLC HAS, AS THE INSURED, WAIVED AND REJECTED THE INCLUSION OF ANY SUCH COVERAGE. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. Aloha Glamp LLC warrants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorized Operator may have. TO THE EXTENT PERMITTED BY LAW, Aloha Glamp LLCs DEFENSE OBLIGATIONS TO YOU OR ANY AUTHORIZED OPERATOR HEREUNDER SHALL CEASE AFTER THE APPLICABLE LIMITS OF LIABILITY PROTECTION ARE TENDERED OR EXHAUSTED.

The following subparagraph (b) applies for all rentals other than those noted in subparagraph (a):

(b) IF YOU DO NOT PURCHASE LIABILITY INSURANCE SUPPLEMENT (LIS) (A SUMMARY OF LIS COVERAGE APPEARS BELOW) AT THE COMMENCEMENT OF THE RENTAL AND AN ACCIDENT RESULTS FROM THE USE OF THE CAR, YOUR INSURANCE AND THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY. WHERE PERMITTED BY LAW, Aloha Glamp LLC DOES NOT PROVIDE ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL. YOU AGREE THAT YOU AND YOUR INSURANCE COMPANY WILL BE RESPONSIBLE FOR HANDLING, DEFENDING AND PAYING ALL THIRD-PARTY CLAIMS FOR BODILY INJURY, INCLUDING DEATH OR PROPERTY DAMAGE CAUSED BY OR ARISING FROM THE USE OR OPERATION OF THE CAR DURING THE RENTAL (THIRD-PARTY CLAIMS). YOU REPRESENT AND WARRANT THAT YOUR INSURANCE IS SUFFICIENT TO SATISFY THE MINIMUM APPLICABLE FINANCIAL RESPONSIBILITY AS REQUIRED BY LAW. YOU AGREE TO INDEMNIFY AND HOLD Aloha Glamp LLC HARMLESS FROM AND AGAINST, AND WILL DEFEND Aloha Glamp LLC AGAINST, ANY AND ALL LOSS, LIABILITY OR DAMAGES WHATSOEVER CAUSED BY OR ARISING OUT OF THE USE OR OPERATION OF THE CAR DURING THE RENTAL PLUS COSTS AND ATTORNEYS' FEES. UNLESS REQUIRED BY LAW, Aloha Glamp LLC DOES NOT PROVIDE ANY "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, PHYSICAL DAMAGE PROTECTION FOR THE CAR, "NO-FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THE RENTAL AND Aloha Glamp LLC AND YOU HEREBY WAIVE AND REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE Aloha Glamp LLC IS REQUIRED BY LAW TO PROVIDE ANY PROTECTION IN SPITE OF THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY OVER AND ABOVE ANY OTHER POLICIES (WHETHER PRIMARY OR EXCESS), IN AN AMOUNT NOT TO EXCEED THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS. Aloha Glamp LLC MAY PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY.

(c) YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD Aloha Glamp LLC, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM,

DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "**LOSS**") , ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY Aloha Glamp LLCTO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF Aloha Glamp LLC's SOLE NEGLIGENCE.

12. Accidents, Theft and Vandalism

You must promptly and properly report any accident, theft or vandalism involving the Car to Aloha Glamp LLC and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Aloha Glamp LLC. You and any Authorized Operators must cooperate fully with Aloha Glamp LLC's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/PEC, LIS, AND LDW. You and any Authorized Operators authorize Aloha Glamp LLC to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

13. Limits on Liability

Aloha Glamp LLC will not be liable to You or any Authorized Operators for any indirect, special or consequential damages (including lost profits) arising in any way out of any matter covered by this Agreement.

14. Privacy

Aloha Glamp LLC may collect and use personal data about You in accordance with Aloha Glamp LLC Privacy Policy (the "**Privacy Policy**"). Pursuant to the Privacy Policy, You have the option to limit use or sharing by Aloha Glamp LLC of personal data about You for marketing purposes and You may access and correct data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Aloha Glamp LLC's Privacy Policy, which is subject to change by Aloha Glamp LLC from time to time, may be obtained at the rental location at which Your rental commences or by clicking on the Privacy Policy link at www.alohaglamp.com

15. Waiver of Change of Terms/Governing Law

(a) No term of this Agreement may be waived or changed except by a writing signed by an expressly authorized representative of Aloha Glamp LLC. Rental representatives are not authorized to waive or change any term of this Agreement.

(b) This Agreement is governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of law rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

(c) If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to the jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

16. Payments to Intermediaries

If You arranged for this rental through a travel agent, internet travel site, broker or other intermediary acting on Your behalf, Aloha Glamp LLC or an affiliate of Aloha Glamp LLC's licensor may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Aloha Glamp LLC or the overall volume of business that party books with affiliates and licensees of Aloha Glamp LLC's licensor. For details on such compensation, You should contact that party.

17. Recovery of Costs

Except if prohibited by applicable law or arbitration rule, in any arbitration or other legal proceeding between You and us, the prevailing party shall be entitled to receive from the other party the prevailing party's costs and expenses incurred in such arbitration or legal proceeding, including reasonable attorneys' fees, arbitration or court costs, and arbitrator's fees.