

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—including those that may be signed electronically—constitute the agreement (“This Agreement”) for the rental of the vehicle identified in the rental record (“Car”).

This Agreement is between the person identified as the renter or an authorized operator (defined below) (“You”) and Aloha Glamp LLC (“Company”), as identified on the rental record.

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 LLC. 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 LLC. No one may service or repair the Car without prior express approval from Aloha Glamp LLC.

Aloha Glamp LLC makes no express or implied warranties, including any warranty of merchantability or that the Car is fit for purpose.

2. Persons Who May Operate the Car Only you and, with your permission, the following persons (“Authorized Operators”) may operate the Car:

(a) Your spouse and your employer, employees, and fellow employees incidental to their business duties.

(b) For rentals designated as replacement rentals, as specified in the rental record, any insured person meeting Aloha Glamp LLC’s qualifications and insurance policy requirements.

(c) Any other person who meets Aloha Glamp LLC’s qualifications and is listed as an Additional Authorized Operator at the time of rental.

All Authorized Operators must: Be at least 18 years old (age restrictions may apply). Hold a valid driver’s license for the entire rental period.

Drivers under 25 years old may be subject to additional fees.

Except as permitted by law, no other persons are allowed to operate the Car.

3. Return of the Car

(a) Ordinary Condition and Return: In ordinary condition and for reasonable use excepted, you must return the Car to Aloha Glamp LLC in the same condition as when you received it. The Car must be returned by the due date specified in the rental record, or sooner if requested by Aloha Glamp LLC.

(b) Late Returns and Fees

A return change fee may apply if you change your scheduled return date, time, or location without notifying Aloha Glamp LLC at least 12 hours in advance.

The Car remains subject to this Agreement until Aloha Glamp LLC inspects and accepts it.

(c) Financial Responsibility Upon Return

You are responsible for:

1. All damages to the Car until Aloha Glamp LLC inspects and accepts it.
2. Any charges for additional services.
3. Rental fees that may continue to accrue if the return location is closed.

If you do not return the Car when required, Aloha Glamp LLC may take appropriate legal action and charge you for any costs incurred.

(d) Illegal Use or Abandonment of the Car

If the Car is found illegally parked or abandoned, or if Aloha Glamp LLC believes it is being used in violation of this Agreement, Aloha Glamp LLC may recover the Car without prior notice and at your expense.

To the extent permitted by law, Aloha Glamp LLC may also recover reasonable legal costs if the Car is not returned properly. Failure to return the Car in accordance with this Agreement may result in legal action, including potential criminal penalties.

Electronic Communications and Telematics

(a) Consent to Electronic and Verbal Contact

You agree that Aloha Glamp LLC may use electronic or verbal means to contact you. This includes, but is not limited to, manual calling, voice messages, text messages, emails, or automatic telephone dialing systems.

(b) Use of Telematics and Tracking

The Car may be equipped with global positioning technology (GPS), telematics systems, and transmitters that allow Aloha Glamp LLC to track or locate the vehicle. Privacy is not guaranteed when using the Car.

(c) Third-Party Data Sharing

Information collected by any telematics technology is governed by Aloha Glamp LLC's Privacy Policy. You acknowledge that data derived from the in-Car telematics and other devices may contain personal information.

You authorize Aloha Glamp LLC to share this data with:

- The device manufacturer
- The original equipment manufacturer (OEM)
- Service providers and third-party partners as necessary

(d) Removal of Bluetooth Data Upon Return

You are responsible for deleting any Bluetooth-synced data from the Car upon return. Aloha Glamp LLC is not liable for any personal data left in the Car after the rental period ends.

(e) Telematics Restrictions

The Car's telematics, tracking, and related services may be subject to third-party privacy agreements, service limitations, and manufacturer policies.

4. Your Responsibility for Loss of or Damage to the Car and Optional Loss Damage Waiver

(a) Full Responsibility for Loss or Damage

Collision, theft, vandalism, rollover, fire, flood, hail, weather events, acts of nature Regardless of fault

(b) Limitations on Financial Responsibility Your financial responsibility will not exceed:

The greater of the retail fair market value of the Car or the manufacturer's buyback program value at the time of loss.

Minus the salvage value, plus any associated costs such as towing, storage, and administrative fees. Regardless of fleet utilization, you are responsible for the full assessed value of the Car if deemed a total loss.

(c) Theft & Other Loss Limitations

If laws in certain jurisdictions limit your responsibility for theft or loss, those regulations will apply. Otherwise, the full provisions of Sections 4(a) and 4(b) remain in effect.

(d) No Insurance or Protection Provided – Renter's Full Responsibility

Aloha Glamp LLC does not provide any form of insurance or optional vehicle protection. By signing this Agreement, you acknowledge and agree that: You are fully responsible for any loss or damage to the rental vehicle.

- Aloha Glamp LLC does not offer Collision Damage Waiver (CDW), Loss Damage Waiver (LDW), Supplemental Liability Insurance (SLI), Personal Accident Insurance (PAI), or any other form of vehicle protection.

You must rely on your personal auto insurance or other third-party coverage.

5. Your Responsibility for Loss or Damage

1. Full Financial Liability:

You are responsible for all loss or damage to the Car, regardless of fault, including but not limited to:

- Collision, theft, vandalism, rollover, fire, flood, hail, and natural disasters.
- Any mechanical damage caused by negligence or improper use.

2. Repair or Replacement Costs:

- Your financial liability is limited to the lesser of:
- The actual and reasonable repair costs incurred by Aloha Glamp LLC.
- The fair market value of the Car at the time of loss, minus salvage value.

3. No Waiver of Responsibility:

- Aloha Glamp LLC will not waive or reduce your financial responsibility under any circumstances.
- You must cover towing, storage, administrative fees, and any related costs in the event of damage or loss.

4. Theft Liability:

- You will be held liable for theft if:
- You or an Authorized Operator failed to exercise reasonable care.
- You were involved in or aided the theft of the vehicle.

5. Damage Reporting Obligation:

- If the Car is returned with damage, you or your insurer must notify Aloha Glamp LLC within 72 hours of return.

6. Prohibited Use of the Car

(a) Neither you nor any Authorized Operator may:

1. Allow anyone other than You or an Authorized Operator to operate the Car.
2. Intentionally damage, destroy, or aid in the theft of the Car.
- 3.. Engage in reckless or willful misconduct, including but not limited to: Failing to wear seat belts, Failing to use child safety restraints where legally required, Carrying more passengers than the number of available seat belts, Driving on unpaved roads or areas not regularly maintained, Refueling the Car with the incorrect type of fuel, Leaving the Car running unattended or leaving the keys inside, Transporting hazardous or illegal materials, Car windowing (riding on the outside of the vehicle), Failing to lock the Car's doors when leaving it unattended.

(b) Consequences of Prohibited Use:

1. Breach of this Agreement: Any prohibited use of the Car will result in a breach of this Agreement, making You fully responsible for actual and consequential damages, including all related costs and attorneys' fees.
2. Loss of Coverage (If Applicable): If permitted by law, any violation of this section may void any loss or damage limitation you may have accepted, even if you had a third-party Loss Damage Waiver (LDW).

6. Payment of Charges

(a) Responsibility for Charges:

- You, and any authorized entity, to whom charges are billed, are jointly and severally responsible for all rental charges.
- If you direct charges to be billed to a third party, you are still responsible if the third party fails to make payment.
- You authorize Aloha Glamp LLC to process all charges, including fees for unpaid balances, damages, or violations.

(b) Payment Methods and Authorization:

1. All charges are due at the completion of the rental and must be paid by:
 - Cash (if accepted),
 - Credit card, debit card, charge card, or another approved payment method.
 - Credit/Debit Card Authorization:
 - A valid credit or debit card must be presented at the beginning of the rental.
2. Aloha Glamp LLC reserves the right to place a security deposit hold on your card to cover estimated charges. The valid charge may exceed the initial estimate due to additional costs incurred during the rental period.
3. Unpaid Balances:
 - If any balance remains unpaid, Aloha Glamp LLC may pursue collection efforts, including charging your payment method or taking legal action.
 - Returned checks, insufficient funds, or denied transactions may result in additional fees.

7. Computation of Charges

(a) Time Charges:

- Charges are computed at the rates specified on the Rental Record for days, weeks, or months, including extra hours and extra days.
 - Minimum Rental Charge: The minimum rental charge is one full rental day, calculated in 24-hour increments.
 - Late Returns:
 - Returning the Car more than 24 hours before or 29 minutes after the scheduled return time may increase the rental rate. If the Car is returned late, additional charges for extra hours and/or extra days will apply.
 - Special Rates and Discounts:
 - If the Car is rented under a special rate or promotion, failure to comply with the agreed rental terms may result in a rate adjustment.
 - Booking and Pricing Adjustments:
 - If a rental is booked from a third-party source that does not reflect the official pricing on Aloha Glamp LLC's website, it may be considered a fraudulent booking and could result in cancellation with no refund.

(b) Mileage Charges:

- If applicable, mileage charges are based on the per-mile rate specified in the Rental Record.
- The total miles driven is calculated by subtracting the mileage at the beginning of the rental from the mileage at return.
- If the odometer is tampered with or non-functional, mileage will be estimated based on typical driving conditions.

(c) Service Charges:

- A service charge may apply if the Car is returned to a different location than originally rented.

(d) Additional Fees (If Applicable):

- LDW, PAI/PEC, ESP, and LIS Charges – If applicable, these fees are due in full for each full or partial rental day at the rates specified in the Rental Record.
- Taxes & Government Fees – All taxes, airport fees, hotel-related fees, licensing fees, and surcharges will be applied at the rates specified in the Rental Record or as required by law.

8 . Payment Processing and Authorization

(a) Overdrafts and Authorization Holds

- Aloha Glamp LLC is not responsible for any overdraft charges, financial losses, or liabilities you may incur if your account is overdrawn due to rental-related transactions.
- If the authorization hold at the beginning of the rental exceeds the actual charges, there may be a delay in releasing the excess funds due to processing times by your card issuer.

(b) Final Billing and Adjustments

- Aloha Glamp LLC will process one or more payment transactions (including vouchers or payment slips) for all actual charges at or after the completion of the rental.
- All charges may be subject to an audit. If an error is found, Aloha Glamp LLC will correct the charge and notify you.

(c) Use of Prepaid Vouchers

- Aloha Glamp LLC may issue prepaid vouchers or coupons, which can be used to cover rental charges, subject to voucher terms. Vouchers must be presented at the beginning of the rental, and renters must cover any balance beyond the voucher value.

9. Computation of Charges

(a) Time Charges

- Rental charges are calculated based on the rates in the Rental Record for days, weeks, months, and any additional time.
- Minimum Rental Period:
- The minimum rental charge applies to one full rental day (24-hour period).
- If the Car is returned early, the full rental day may still be charged.
- Late Return Fees:
- If the Car is returned more than 24 hours early or more than 29 minutes late, rental rates may increase.
- Additional charges for extra hours or extra days will apply.
- Special Rates & Discounts:
- Failure to comply with special rate conditions may result in a rate adjustment.
- Fraudulent Bookings:
- If the rental was booked through a non-approved third-party website, it may be canceled with no refund.

(b) Mileage Charges

- If applicable, mileage is charged based on the per-mile rate specified in the Rental Record.
- The number of miles is determined by subtracting the odometer reading at pickup from the reading at return.
- If the odometer is tampered with or fails, mileage will be estimated based on driving conditions.

(c) Service Charges

- A service charge may be applied if the Car is returned to a different location than the one from which it was rented.

(d) Additional Fees (If Applicable)

(d) Additional Fees (If Applicable):

- LDW, PAI/PEC, ESP, and LIS Charges – If applicable, these fees are due in full for each full or partial rental day at the rates specified in the Rental Record.
- Taxes & Government Fees – All taxes, airport fees, hotel-related fees, licensing fees, and surcharges will be applied at the rates specified in the Rental Record or as required by law.

(a) Renter's Responsibility for Fines and Penalties

- You are fully responsible for paying all toll occurrences, parking violations, traffic citations, towing fees, storage fees, and impound costs related to the use, possession, or operation of the Car by you or any Authorized Operator.
- You authorize Aloha Glamp LLC to release your billing and rental information to any electronic toll payment service provider or government agency to facilitate payment and processing of outstanding violations.

(b) Toll Payment Processing Fees

- If you use a toll lane without a personal transponder or fail to pay a toll directly, a toll payment processing fee may be charged to your account.
- Additional administrative fees (typically \$30 per toll violation) may apply if toll violations or fines are processed through Aloha Glamp LLC's payment system.

(c) Unpaid Violations and Additional Costs

- If any unpaid violations, tolls, or citations remain outstanding, you agree to pay all associated fines, court costs, and administrative fees.
- For rentals in Hawaii, the maximum fee per toll or violation processed on your behalf may be up to \$42.00.

9. Recovery and Collection Expenses

(a) Recovery Expenses

- If Aloha Glamp LLC incurs costs to recover the Car, you are responsible for all associated expenses, including:
- Recovery agent fees,
- Administrative processing fees,
- Legal costs,
- Court fees.

(b) Collection Expenses

- If you fail to pay outstanding charges, Aloha Glamp LLC may take collection action.
- You agree to cover all costs related to debt collection, including attorneys' fees and court costs.

(c) Late Payment Fees

- A late payment fee may be applied to any balance due that remains unpaid beyond 30 days from the date of invoice.

(d) Fines and Other Expenses

- You are responsible for all fines, penalties, attorneys' fees, and court costs incurred as a result of:
- Your operation of the Car,
- Any Authorized Operator's use of the Car.

10. Charges for Additional Services

(a) Navigation, Child Seats, and Other Equipment

- Charges for additional services such as GPS navigation, alternative GPS systems, and infant/toddler car seats (if applicable) are due as specified in the Rental Record.
- If charged on a daily rate, additional services will be billed for each full or partial rental day.

(b) Return Change Fee

- A one-time Return Change Fee may be applied if you request to:
- Extend your rental,
- Return the Car to a different location than originally scheduled.
- You must notify Aloha Glamp LLC at least 12 hours in advance to avoid additional charges.
- Failure to notify Aloha Glamp LLC of any change in the scheduled return time or location may result in additional charges based on actual rental rates.

(c) Lost Keys, Key Fobs, and Lockouts

- If you lose the Car's keys or key fob, you will be charged for:
- The cost of replacement,
- The cost of delivering the replacement key/fob,
- The cost of towing the Car to the nearest authorized location if necessary.

11. Additional Charges and Fees

(a) Lost/Broken GPS Units, Car Seats, and Other Equipment

- If a GPS unit, car seat, or any other separately provided product is lost, stolen, or broken while on rent, you must notify Aloha Glamp LLC.
- You are responsible for all replacement, delivery, and service costs.

(b) Smoking Fee

- If Aloha Glamp LLC personnel determine that smoking occurred in the Car (based on odor, test strips, or other mechanisms) or the Car smells of cigarette, marijuana, or any other smoke, you will be charged a \$250 fee.

(c) Other Charges

- Any additional charges specified in the Rental Record will be charged at the applicable rates.
- Charges listed as a daily rate will be due and payable for each full or partial rental day.

(d) Continued Charges Until Return

- Rental charges will continue to accrue until the Car is returned to Aloha Glamp LLC.
- If the Car is stolen, charges will continue until the theft is reported to both the police and Aloha Glamp LLC.

12. Refueling Options

Most Aloha Glamp LLC rentals come with a full tank of gas, but this may not always be the case. You have the following refueling options:

(1) Return with the Same Fuel Level

- 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 when you received it, you will not pay a refueling fee.

(2) Pay for Missing Fuel on Return

- If you do not purchase fuel from Aloha Glamp LLC and you return the Car with less fuel than when you received it, you will be charged for:
 - The missing fuel, at the per-mile/kilometer or per-gallon rate specified in the Rental Record.
 - Fuel Charge Calculation Methods:
 - If you do not buy fuel during the rental, the per-mile/kilometer rate is used.
 - If you partially refuel the Car, the per-gallon rate is used to calculate the amount needed to return it to the original fuel level.
 - Both methods produce approximately the same total cost.

(3) Prepaid Fuel Option

- If you choose to purchase fuel from Aloha Glamp LLC at the beginning of your rental, you will be charged as per the Rental Record.
 - If you select this option:
 - You will not incur an additional fuel service charge.
 - You will not receive a refund or credit for any fuel left in the tank upon return, except in the following cases:

13.

Arbitration and Class Action Waiver

Mandatory Arbitration Agreement

- By entering this agreement, you agree that any disputes between you and Aloha Glamp LLC must be resolved exclusively through arbitration or a small claims court case on an individual basis.
- Jury trials and class action lawsuits are not permitted.
- This arbitration agreement does not apply to claims for property damage, personal injury, or death.

Arbitration Process

- Arbitration will take place in the county of your billing address, unless otherwise agreed.
- The American Arbitration Association (AAA) will administer arbitration according to its Consumer Arbitration Rules, available at www.adr.org.
- You may initiate arbitration by providing a written demand and submitting it to Aloha Glamp LLC at the designated mailing address.
- If you seek \$10,000 or less, arbitration will be conducted without a hearing and Aloha Glamp LLC will reimburse you for the required AAA filing fee.

Arbitration Awards and Limitations

- The arbitrator may not consolidate multiple claims or oversee class actions.
- Any injunctive relief may only apply to the specific case at hand.
- The arbitration award will be final and legally binding.

Opt-Out Option

- If you do not agree to arbitration, you must notify Aloha Glamp LLC in writing within 30 days of receiving this agreement.
- The written opt-out notice must be sent via email or mail and include your name, address, rental record number, and a clear statement opting out of arbitration.

14. Responsibility for Property

- Aloha Glamp LLC is not responsible for any loss, theft, or damage to personal property belonging to you, any Authorized Operator, or any other party.
- You waive any claims against Aloha Glamp LLC or its employees for loss or damage to personal belongings.
- You and any Authorized Operators are responsible for any loss or damage caused to personal property by:
 - Your own acts or omissions,
 - Acts of third parties,
 - Negligence of others, except for claims permitted by law.
- Indemnification Requirement:
 - You and any Authorized Operators agree to indemnify and hold Aloha Glamp LLC harmless from any claim for loss or damage to personal property connected with your rental.

14. **Liability Protection (No Insurance Provided)**

(a) No Coverage Provided by Aloha Glamp LLC

Aloha Glamp LLC does not provide any form of insurance coverage for the rental vehicle or any damages, injuries, or liabilities incurred during the rental period. This includes, but is not limited to:
Liability insurance (for bodily injury or property damage to third parties), Collision or comprehensive coverage for damage to the rental vehicle,
Personal injury protection (PIP) or medical payments coverage, Uninsured/underinsured motorist protection,
Supplemental liability insurance (SLI) or liability insurance supplement (LIS), Loss Damage Waiver (LDW) or Collision Damage Waiver (CDW)

(b) Renter's Responsibility

The renter acknowledges and agrees that they are fully responsible for any and all financial liabilities related to the rental vehicle, including but not limited to:

Damages to the rental vehicle due to accidents, collisions, theft, vandalism, fire, weather, or any other cause, regardless of fault. Injuries or property damage caused to third parties while operating the rental vehicle.

Towing, impound, and storage fees resulting from an accident, unauthorized parking, or law enforcement action.
Loss of use fees and administrative costs incurred by Aloha Glamp LLC due to damages or unavailability of the vehicle.

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

(C) Renter's Obligation to Obtain Insurance

The renter must provide their own insurance coverage for the duration of the rental. If the renter's personal auto insurance includes rental car coverage, it is their responsibility to verify the extent of such coverage. If no personal insurance is available, the renter can obtain one from rentalcover.com the renter assumes full financial responsibility for any losses, claims, or damages.

(D) No Claims Against Aloha Glamp LLC

By signing this agreement, the renter waives any claims against Aloha Glamp LLC for damages, injuries, or financial losses resulting from the use of the rental vehicle. The renter understands that Aloha Glamp LLC is not responsible for assisting with insurance claims, covering medical costs, or handling third-party liability claims.

12. **Accidents, Theft, and Vandalism**

(a) Renter's Responsibility for Reporting Incidents.

In the event of an accident, theft, or vandalism involving the rental vehicle, the renter must immediately report the incident to:

- Local law enforcement authorities,
- Their personal auto insurance provider,
- Aloha Glamp LLC.

Failure to report an accident or loss in a timely manner may result in additional liability for the renter.

(b) Financial Responsibility for Damages or Losses.

The renter acknowledges that Aloha Glamp LLC does not provide any insurance coverage for the vehicle. The renter is fully responsible for covering any damages, theft, or loss through their own insurance provider. This includes but is not limited to:

- Repair costs for damage to the rental vehicle,
- Replacement costs if the vehicle is stolen or deemed a total loss,
- Liability for any damage caused to third parties,
- Towing, impound, and storage fees incurred as a result of an incident.

(c) No Assistance with Insurance Claims.

Aloha Glamp LLC does not handle insurance claims or provide assistance in dealing with insurance providers. The renter is solely responsible for filing claims and coordinating repairs or reimbursements with their insurer.

(d) Indemnification.

The renter agrees to indemnify and hold Aloha Glamp LLC harmless from any claims, legal actions, damages, or liabilities arising from accidents, theft, or vandalism involving the rental vehicle. Any legal or financial disputes must be resolved between the renter and their insurance provider.

15. Limits on Liability

Aloha Glamp LLC will not be liable to you or any authorized operators for any indirect, special, or consequential damages, including but not limited to lost profits, arising in any way out of any matter covered by this Agreement.

16. Privacy

Aloha Glamp LLC may collect and use personal data about you in accordance with Aloha Glamp LLC's Privacy Policy. Pursuant to the Privacy Policy, you have the option to limit the use or sharing of your personal data for marketing purposes. You also have the right to access and correct your data.

The Privacy Policy explains these options and provides information about how to manage your preferences. A full copy of Aloha Glamp LLC's Privacy Policy, which is subject to change from time to time, may be obtained at the rental location where your rental commences or by visiting our website Alohaglamp.com.

17. Waiver of Change of Terms / Governing Law

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

(b) This Agreement is governed by the substantive laws of the jurisdiction in which the rental takes place, without regard to conflict-of-law principles. You irrevocably and unconditionally consent to the non-exclusive jurisdiction of the courts located in that jurisdiction.

18. 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.

19. Recovery of Costs

Except as prohibited by applicable law or arbitration rules, in any arbitration or other legal proceeding between you and Aloha Glamp LLC, 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.

20. This contract remains valid even when parts are not legal.