

PART I: SUMMARY OF SERVICE

This RV Rental Services Agreement ("**Agreement**") is by and between 1041278 B.C. Ltd. operating as RVR Kelowna RV Rentals ("**RVR**") and

_____ ("**Owner**")
to provide RV rental services for the _____,
serial number _____ (the "**RV**").

Owner and RVR agree as follows:

A. RVR SERVICES. Owner authorizes RVR to provide the following services:

1. Reservations and Payments. RVR will process reservations and process and collect payments from guests for RV rentals via Wheelbase.

2. Marketing. RVR will create marketing materials for the RV, which may include electronic and printed materials, descriptions, photographs, virtual tours, or other materials, and will promote the RV on rvrentalskelowna.com. To maximize exposure of the RV, RVR may determine appropriate third-party marketing channels (each a "**Channel**" and collectively, the "**Channels**") and market the RV on such Channels.

3. Price Management. RVR will determine rental rates based on the RV and market characteristics and demand.

4. Cleaning Services. RVR will set and collect a cleaning fee from guests. RVR shall provide cleaning services.

5. PST/GST Taxes. Unless otherwise specified in writing or required by law, RVR (or, if applicable, a Channel) will collect applicable taxes from guests, file provincial sales tax ("**PST**"), goods and service tax ("**GST**"), and make all PST and GST and tax payments on Owner's behalf. For greater certainty, if RVR is not required by law to be registered to collect GST and PST, as applicable, pursuant to the Provincial Sales Tax Act (British Columbia) and Excise Tax Act (Canada), then Owner is wholly responsible for collecting and remitting GST and PST.

6. Guest Relations. RVR will take actions it deems appropriate to manage guest relations, including communicating with guests, managing guest check-in and check-out, addressing guest issues that arise during or after a rental stay, and managing guest reviews.

7. Maintenance and Repairs. Owner authorizes RVR to perform or arrange on Owner's behalf and at Owner's expense ordinary maintenance, repairs, and services for the RV. Unless specifically authorized by Owner or an Emergency Repair, the

expense to be incurred for a single item of repair or alteration shall not exceed \$250.00 without written notice to the Owner. The cost of oil replacement services shall be shared equally by RVR and the Owner. Any damage to the RV caused by a guest shall be repaired by RVR at RVR's expense.

8. Statements. Each month, RVR will send Owner an account statement. Owner agrees to carefully review all account statements upon receipt, and to notify RVR of any presumed errors in or questions about a statement by the last day of the month in which the statement is sent.

B. OWNER RIGHTS AND OBLIGATIONS.

1. Owner Use. Owner has the right to use the RV so long as Owner reserves the dates of use 48 hours in advance with RVR. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place. Owner stays are subject to RVR's standard check-in and checkout times for the RV. With the exception of the first two usages of the current calendar year, which shall be provided by RVR at no cost to the Owner, RVR shall clean the RV after each Owner stay and charge to Owner the then-current cleaning fee for the RV.

2. Furnishings. Owner shall furnish the RV with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy. RVR will provide Owner with a list of all required items. If Owner fails to provide any required items for the RV, RVR may purchase any missing items at Owner's expense.

3. Storage. Storage of the RV from April 1 to October 31 of the calendar year is included in the Management Fee. Owner shall either separately agree with RVR to store the RV the remainder of the calendar year or pick-up the RV from RVR on or before 5:00 pm on October 31.

4. Sale of RV. To ensure that reservations are honored and that guest stays are not interrupted, Owner shall notify RVR prior to listing the RV for sale or as soon as reasonably practicable after the listing. All showings of the RV must be coordinated in advance through RVR and to the extent reasonable must be scheduled during periods when the RV is not occupied by a rental guest. If Owner sells the RV, Owner agrees to sell the RV subject to the terms of this Agreement and subject to all Existing Reservations in place on the date of closing that have check-in dates prior to the Effective Termination Date.

5. Liability Insurance. Owner acknowledges that RVR does not have an insurable interest in the RV. Accordingly, Owner shall maintain Minimum Required Coverage for the RV and shall ensure that such coverage is in full force and effect. The "**Minimum Required Coverage**" is a liability insurance policy (a) with coverage of at least CAD 500,000 each occurrence for bodily injury and property damage, (b) that is either a commercial general liability policy or a policy that otherwise covers rental use of the RV, and (c) that either names "1041278 B.C. Ltd." as an additional insured or that includes RVR within the definition of a named insured. Owner agrees that its insurance policies will be primary over other valid and collectible insurance for all occurrences and incidents that happen in or about the RV. Owner agrees that the deductible shall be no greater than \$300 per occurrence. Owner authorizes RVR to provide copies of the insurance certificate or other insurance information to third parties upon reasonable demand. Owner agrees to notify RVR immediately of any lapse in or change to the Minimum Required Coverage.

C. MANAGEMENT FEE; PAYMENT OF RENTAL PROCEEDS.

1. Management Fee. RVR's Management Fee shall be 50% of the base rental income plus mileage fees ("**Management Fee**"). It is acknowledged by Owner that if the Management Fee is subject to any taxes, then all applicable taxes shall be in addition to the Management Fee. The Management Fee specifically excludes additional rental goods, such as, but not limited to: gps, generators, solar panels, portable grills, portable fire pits, additional lawn chairs, as provided by RVR; roadside assistance; additional insurance; or fees, penalties or levies pursuant to the rental agreement between RVR and the guest.

2. Payment of Rental Proceeds. RVR shall pay Owner all Rental Proceeds as defined herein, less the Management Fee and any expenses incurred on Owner's behalf pursuant to this Agreement ("**Owner Payment**"). RVR shall mail, or initiate payment by direct deposit of, the Owner Payment by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for rentals with a checkout date during the previous month.

3. EXCLUSIVITY. Owner shall not rent the RV to others or contract with any third party for rental services or marketing during the Term without RVR's express written permission. Any Owner advertisement of the RV as a rental shall direct prospective renters to RVR.

D. TERM; TERMINATION.

1. Term. This Agreement shall become effective as of the Effective Date and shall continue in effect until the Effective Termination Date (the "**Term**"). The "**Effective Date**" of this Agreement shall be the date of the latest signature or electronic acceptance of the terms of this Agreement.

2. Termination. An Owner may terminate this Agreement by giving RVR at least 90 days advance written notice of termination. The "**Effective Termination Date**" shall be the later of (1) the termination date as specified by RVR or (2) the earliest date 90 days after the notice of termination was delivered and the last booking for the RV predating the notice of termination. During the 90 notice period, RVR shall, acting reasonably, attempt to move any booking 90 days beyond the notice of termination to a substitute RV pursuant to article 7 of the general terms and conditions.

GENERAL TERMS AND CONDITIONS

A. OWNER REPRESENTATIONS AND ADDITIONAL RIGHTS AND OBLIGATIONS.

1. Multiple Owners. If there are multiple owners, the term "Owner" shall apply collectively and individually to each owner, and the obligations of each owner under this Agreement are joint and several.

2. Representations and Warranties. Owner represents and warrants that: (1) Owner is the registered and beneficial owner of the RV; (2) Owner has full authority to enter into this Agreement, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to bind the entity; (3) Owner's execution of this Agreement does not conflict with any contractual or legal obligation of Owner to a third party; (4) the physical condition of the RV, including any special features or amenities, is suitable and safe for use as a RV vacation rental and in compliance with applicable safety, health, and other codes or regulatory requirements; (5) use of the RV as a vacation rental is not prohibited by any applicable law and regulation (including, without limitation, zoning and land use laws and regulations), encumbrance registered on title to the RV or strata corporation bylaw or rule and (6) where a zoning bylaw applicable to a RV only allows for certain permitted uses, use of the RV as a vacation rental is an expressly permitted use. These representations and warranties are continuing. In the event that any of the foregoing representations or warranties is no longer true or correct, Owner will immediately notify RVR in writing.

3. Rights and Obligations of Ownership. Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in, the RV. Except as expressly provided in this Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the RV whether it is rented or not, including responsibility for: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain the RV in a suitable condition for rental occupancy; financial matters associated with ownership of the RV; and ensuring that the RV is in compliance with all applicable laws and regulations and all encumbrances registered on title to the RV.

4. Guest Privacy. To ensure guest privacy, Owner shall not enter the RV or any immediately adjacent land or associated structures, or to permit any other person to do so, without (1) reserving an Owner stay with RVR covering the period of access or (2) checking with RVR prior to entry. Owner shall not place any camera in the interior of the RV. Owner is not entitled to any guest-identifying information that may be provided to or accessible by RVR, including without limitation full guest names, contact details, or payment information. As between Owner and RVR, RVR shall have the sole and exclusive right to such guest information.

5. Change of Address. To ensure RVR is able to reach Owner if necessary and make timely Owner Payments, Owner shall notify RVR of any change in Owner's mailing address, telephone number, email address, or direct deposit information. RVR shall not be liable for its failure to contact Owner or make Owner Payments when required under this Agreement if Owner has not updated Owner's contact information.

6. Compliance with Law; Licenses and Permits. Owner agrees to abide by any applicable laws and regulations, encumbrances registered against the RV and licensing and permitting requirements applicable to use the RV. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the RV as a rental and for payment of all associated fees. Where permitted by law, RVR may, but is not required to, act on Owner's behalf to obtain or renew a license or permit for the RV.

7. Existing Reservations.

a. Obligation to Honor Existing Reservations. Owner acknowledges that guest satisfaction is a priority for RVR, and that the inability to honor reservations is a significant source of guest dissatisfaction, poor reviews, and demands for compensation. Accordingly, Owner agrees to honor all Existing Reservations with a checkout date prior to the Effective Termination Date. "**Existing Reservations**" are reservations for which RVR has received a monetary deposit.

b. Liability for Failure to Honor Existing Reservations. If Owner fails or refuses to honor one or more Existing Reservations for any reason, RVR shall attempt to move the reservation to a comparable RV. If RVR is able to move the reservation to a comparable RV, then Owner agrees to be responsible for any actual costs incurred by RVR to move the guests (such as, by way of example only, higher rent that is not passed on to the guests). If RVR is not able to move the reservation to a comparable RV, then Owner agrees to pay RVR (1) RVR's lost Management Fee on that reservation, plus (2) any actual costs incurred by RVR in connection with cancellation of the reservation.

c. Circumstances Outside Owner's Control. Owner will not be responsible for payment of the damages prescribed in this section for failure to honor Existing Reservations where such failure is due to factors outside the Owner's reasonable control, such as flooding, fire, or the occurrence of a natural disaster or a mandatory evacuation order. If Owner makes an insurance or other third-party compensation claim that leads to recovery of lost rental income on displaced reservations, Owner shall notify RVR of such recovery in writing, and Owner will pay or cause to be paid to RVR an amount equal to the Management Fee that RVR would have received on the lost rental income payment.

B. RVR RIGHTS AND OBLIGATIONS.

1. Guest Fees and Services. In addition to a cleaning fee, RVR may charge guests and retain additional fixed or variable fees, such as a booking fee, pet fee, late check out fee, fees for specific services such as concierge service, or other fees. RVR may further collect applicable fees such as resort or park fees from guests on behalf of third parties and remit such fees directly to the third parties.

2. Channel Marketing. A Channel may act as merchant of record for certain transactions reserved through the Channel. Owner acknowledges that certain Channels may charge guest fees that will be retained by the Channel (and that will not be shared with RVR or Owner). Owner further acknowledges that the presentation of the RV, including but not limited to the breakdown of the total cost of stay as displayed to the end user during checkout, may vary among Channels; and that due to limitations on the ability to present specific line items on some Channels the amount reflected as "rent" on a Channel might include fees, taxes, or other amounts that are not "Rental Proceeds" as defined in this agreement.

3. Guest Refunds. RVR may issue full or partial refunds to guests to address guest dissatisfaction where reasonable to do so.

4. Optional Start Date for Services. If the start date for services under this Agreement is later than the Effective Date, RVR will perform the services listed in this Agreement beginning on the date the RV goes live on rvrentalskelowna.com or on such other date as RVR and Owner may agree in writing (provided that RVR may prepare to perform such services beginning on the Effective Date).

5. Out-Of-Order Status. RVR may place the RV in "out-of-order" status at any time, for any cause that RVR in its sole discretion believes could materially affect the quality or safety of a guest's stay. In no event will RVR be liable for any losses to Owner related to the RV being placed in "out-of-order" status.

6. Emergency Repair. A repair is an "Emergency Repair" if RVR in its sole discretion deems the repair to be necessary either to (1) protect the RV or its contents from damage or destruction or (2) return the RV to rentable condition during or in advance of a guest stay. To the extent reasonable under the circumstances, RVR will attempt to contact Owner prior to incurring expenses for an Emergency Repair.

C. DEFINITION OF RENTAL PROCEEDS. For purposes of this Agreement, "Rental Proceeds" means:

1. Rental Proceeds for RVR Bookings. For reservations booked on the rvrentalskelowna.com website or by phone through RVR reservation agents, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the RV was occupied pursuant to the reservation.

2. Rental Proceeds for Channel Bookings. For reservations booked through a Channel, the "Rental Proceeds" for each reservation shall be the total rent paid for the period during which the RV was occupied pursuant to the reservation, less fees, charges, or commissions imposed by the Channel, if any.

3. Rental Proceeds Limited to Rent. For purposes of clarity,

Rental Proceeds do not include camping, sales, or other applicable taxes, cleaning fees, other guest or third-party fees, or any other fixed or variable charges, fees or amounts other than rent, except as the parties may agree in writing.

D. CHANGE IN LAW. If any federal, provincial, municipal or other governmental statute, rule, or regulation or rule prohibits the use of the RV as a vacation rental as contemplated by this Agreement or makes such use economically prohibitive, then RVR may terminate this Agreement immediately and neither party shall be obligated to honor Existing Reservations.

E. INDEMNIFICATION. Owner shall indemnify, defend, and hold harmless RVR, its affiliates (including parent companies and subsidiaries), successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a "RVR Party" and collectively, the "RVR Parties") for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively "Claims"), arising from or relating to property damage or injury to persons (including death) by reason of any cause whatsoever either (1) occurring in or about the RV or (2) resulting from actions taken under the express or implied direction of Owner. Notwithstanding the foregoing obligation, Owner is not required to indemnify, defend, or hold harmless any RVR Party with respect to any Claims solely and directly caused by the RVR Party's gross negligence, intentional misconduct, or fraud.

F. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY RVR PARTY BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY RVR PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE RVR PARTIES' LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL MANAGEMENT FEE RECEIVED BY RVR UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

G. MISCELLANEOUS.

1. Governing Law. This Agreement will be construed in accordance with and governed by the substantive law of British Columbia.

2. Signatures. A signature delivered by facsimile or electronic means, a digital signature, or an electronic manifestation of assent (such as clicking a box to agree) shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

3. Headings and Footers for Convenience Only; Interpretation. Headings, captions, and the content of headers and footers in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In interpreting this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that the party prepared this Agreement or any part of it.

4. Severability. If any portion of this Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Agreement (including with reference to the parts deemed invalid) will be given full effect.

5. Waiver. Any failure by RVR to enforce any provision of these terms shall not be construed as a waiver of future enforcement of that provision or of any of RVR's rights and privileges under this Agreement.

6. Force Majeure; Effect.

a. Definition of Force Majeure. "Force Majeure" is any event or condition beyond the control of the parties, including but not limited to acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; accident; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at RV order; strike, lock-out, or other labor dispute; interruption, loss or malfunction of utility, transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

Effect of Force Majeure. Each party shall be excused from a failure to perform any of its obligations under this Agreement, and shall not be liable to the other party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure. Excuse from performance and liability shall continue so long as the Force Majeure continues. The party whose performance is affected by Force Majeure shall promptly notify the other party of the failure, shall advise the other party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.

7. Survival of Terms. All terms that by their nature should logically survive termination of this Agreement, shall continue in force and effect after termination.

8. Entire Agreement. This Agreement, including any contemporaneously executed addenda, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.