

**UNPLUGGED ADVENTURES**  
**RENTAL AGREEMENT TERMS AND CONDITIONS**

We hereby rent to you the Vehicle described on the Face Page (the "Vehicle"), subject to all the terms and conditions of this Rental Agreement (the "Agreement"). For the avoidance of doubt, this Agreement is comprised of the Face Page and these terms and conditions (the "Terms and Conditions"). If you click the "I Accept" button via [www.alaskaunplugged.com](http://www.alaskaunplugged.com) or the Unplugged Adventures App (the "App"), acknowledging that you have read, are aware, and accept full responsibility for and are bound by these Terms and Conditions, you will still be required to execute a full agreement which shall also contain a Face Page at the Vehicle pick-up time. The words "you," "your" and "yours" mean the Customer identified on the Face Page and all Authorized Drivers. "We," "us" and "our" means Eagle Bluffs, LLC d/b/a Unplugged Adventures.

1. **Authorized Drivers.** The Vehicle shall be operated or driven only by an Authorized Driver. Authorized Driver means each of the following persons who is a licensed driver and is at least age 25: (a) the Customer; (b) any person listed by us on the Face Page as an Additional Driver; or (c) any person who operates the Vehicle in an emergency or while parking at a commercial establishment. Customer agrees to inform all Authorized Drivers of the Terms and Conditions.
2. **Prohibited Uses.** The Vehicle shall NOT be operated or driven by anyone: (a) who engages in intentional, willful, wanton, or reckless conduct; (b) while under the influence of drugs or alcohol; (c) to tow anything that weighs more than the Vehicle manufacturer's recommended towing capacity; (d) to push anything; (e) on an unpaved road (except on Basin Road in route to or from Gold Creek); (f) for commercial hire; (g) in connection with conduct that could be properly charged as a felony; (h) in a speed test or contest or driver training activity; (i) who is not an Authorized Driver; (j) outside the United States or Canada; (k) to carry passengers in excess of the number of seat belts provided by the Vehicle's manufacturer or outside the passenger compartment; (l) who provides fraudulent information to us; or (m) while reading or typing a text message or other nonvoice message or communication on a cellular telephone, personal data assistant, iPad or computer. The Vehicle shall not be left unattended with the keys in it. No person shall smoke or carry live or dead fish inside the Vehicle.
3. **Return of Vehicle.** This Agreement is one of rental only. The Rental Period shall be for no less than one (1) day. The Vehicle is our property and shall be returned to our address or to a place we designate on the date and time shown on the Face Page, or earlier if demanded, together with all tires, tools, accessories, and equipment provided to you, without any trash, spills, stains, or other uncleanliness therein (including but not limited to the smell of smoke or fish in the Vehicle), and in the same condition as when rented, ordinary wear and tear excepted. **Failure to return the Vehicle to us at 549 S. Franklin Street, Juneau, AK 99801 at the Vehicle Return Time as set forth on the Face Page will terminate your permission to use the Vehicle and will result in a late fee of \$280 being charged to you, which is an estimate of our damages for any late returns. If you return the Vehicle with any trash, spills, stains, or other uncleanliness therein, a cleaning fee of \$150 will be charged to you, which is an estimate of our damages. If you return the Vehicle with the smell of smoke therein, a cleaning fee of \$150 will be charged to you, which is an estimate of our damages.** If the Vehicle is returned to us at any place other than that listed herein, you agree to pay all expenses we incur to have the Vehicle returned. We or any of our agents or employees may peacefully repossess the Vehicle, without demand, wherever found and may terminate this Agreement if the Vehicle is illegally parked or used in violation of law or this Agreement.
4. **Responsibility for Damage or Loss to the Vehicle; Reporting to Police.** Subject to Paragraph 7 below, you are responsible for all damage to or loss of the Vehicle including damage caused by collision, weather, road conditions and acts of nature, whether or not you are at fault. Your responsibility may include, but is not limited to: (a) all physical and mechanical damage to the Vehicle; (b) an administrative fee; (c) charges for towing, storage, and impound; (d) Loss of Use; and (e) Diminished Value. As used in this Agreement, "Loss of Use" means a reasonable estimate of all rental revenue we will lose because of damage to or loss of the Vehicle, and "Diminished Value" means the difference between the market value of the Vehicle immediately before and immediately after the injury to the Vehicle. You are responsible for loss due to theft of the Vehicle and any damage caused by vandalism that occurs in connection with a theft if you fail to exercise ordinary care while in possession of the Vehicle. Allowing anyone other than you to use the Vehicle is not an exercise of ordinary care, but a willful and reckless act that is a breach of this Agreement. You will report all accidents involving the Vehicle and all theft of or vandalism to the Vehicle to us and to the police as soon as possible within 12 hours of occurrence. As part of such report, you will provide a written description of the incident and the insurance information of the other parties involved. You will make a reasonable

effort to secure evidence from any available witnesses to the incident.

5. **Amounts Due Us.** You shall pay us, on demand, each of the following: (a) all time charges as computed on the Face Page of this Agreement, but in no event, for less than one (1) day, except in our sole discretion; (b) basic or minimum rate, service, and other charges shown on the Face Page hereof; (c) the deposit described in Paragraph 11; (d) all applicable taxes; (e) all toll, parking and traffic fines, citations, penalties, forfeitures, court costs, towing and storage, and out-of-pocket expenses assessed against us, the Vehicle, or you, unless these charges are due to our fault; (e) our costs and expenses incurred in repossessing the Vehicle; (g) all amounts due to us under Paragraphs 3 and 4; and (h) all costs associated with our enforcement of this Agreement or collection of charges including, but not limited to, attorneys' fees, collection fees, and costs whether or not litigation is commenced.
6. **Insurance; Responsibility for Bodily Injury and Third Party Claims.** The Vehicle is insured with the minimum limits of insurance coverage required by the state of Alaska (the "Provided Insurance"). Where permitted by law, the Provided Insurance is excess or secondary to any insurance coverage that you have in place. If you claim coverage under the Provided Insurance, you will be responsible for the deductible in an amount up to \$1,000. Unless required by law, the Provided Insurance does not include no-fault, supplemental no-fault, uninsured/underinsured motorists coverage or other optional coverage. Unless otherwise required by law, the Provided Insurance does not cover: (1) any obligation for which you or any driver of the Vehicle, the employer of either you or any driver of the Vehicle, or any insurance carrier may be held liable under any worker's compensation or disability benefits or similar law; (2) any obligation you or any driver assumes under any express or implied contract; (3) any loss occurring while the Vehicle is being used in violation of this Agreement or in violation of any applicable law, including, but not limited to, all applicable seat-belt laws; (4) medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the Vehicle; or (5) damage to any object towed by the Vehicle. You warrant that you have a valid and collectible automobile liability insurance policy in effect that provides coverage for damage to the Vehicle and coverage for injury to others and their property, and you authorize us to contact the insurance company and insurance agent listed by you on the Face Page. All the provisions, limits and exclusions in the Provided Insurance apply to you. Regardless of whether the Provided Insurance coverage is primary or excess to any insurance coverage that you have in place at the time any claim, suit or cause of action arises, the Provided Insurance and/or your automobile liability insurance policy may not be adequate to fully cover your liability in connection with your use of the Vehicle. To the extent permissible by law and not covered by insurance, you assume sole responsibility for (a) any bodily injury to you and any third party, (b) all damage or loss you cause to yourself and others, and (c) any other third party claims related to your use or possession of the Vehicle.
7. **C/CDW.** Subject to the conditions and exclusions described in this Agreement, if you purchase C/CDW, we waive our right to collect from you for damage to or loss of the Vehicle. **We will not waive our right to collect from you for damage to or loss of the Vehicle if you provided false information to us and we would not have rented the Vehicle had we received true information or if damage to or loss of the Vehicle results from conduct or use prohibited under the terms of Paragraph 2(a) through (m); provided that, in the case of operation of the Vehicle on an unpaved road, such damage or loss is a direct result of the road or driving conditions.**
8. **Indemnity and Limitation of Liability.** You agree to defend, indemnify and hold us and our parents, subsidiaries, affiliates, members, managers, officers, employees, contractors, agents, predecessors, successors and assigns, past and present (collectively, the "Indemnified Parties") harmless from all claims, liability, costs and attorney fees we and any of the Indemnified Parties incur resulting from, or arising out of, this rental and your use of the Vehicle, including, but not limited to, in connection with any Telematics System as defined in Paragraph 13 or in connection with any other consequences of this rental (such as your inability to be present at the time of departure for a cruise or airline regardless of whether such inability to be present is caused by mechanical or other failure of the Vehicle or your fault or the fault of us or a third party). You release us and each of the Indemnified Parties from any liability for consequential, special or punitive damages in connection with this rental.
9. **Your Property.** You release us and the other Indemnified Parties from all claims for loss of, or damage to, your personal property or that of any other person that we received, handled or stored or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
10. **Disclaimer of Warranties.** You take possession of the Vehicle and any optional accessories "as is", and we exclude all warranties, both express and implied, with respect to the Vehicle and any optional accessories, including any implied warranty of merchantability or fitness for a particular purpose. The foregoing does not affect any warranties which

**cannot be excluded or limited under applicable law.**

11. **Fuel.** We do not guarantee that a full tank of fuel will be provided, but the Vehicle will be provided to you with some amount of fuel in the tank. The Vehicle may only be refueled with fuel that is compatible with the Vehicle's specifications. If you return the Vehicle with less fuel in the tank than was present when you first took possession of the Vehicle, you will not be charged the cost or costs of replacing such fuel. You will not receive a credit or refund if you return the Vehicle with more fuel in the tank than was present when you first took possession of the Vehicle.
12. **Deposit; Authorization to Release Payment and Rental Information; Credit Charges.** At the time of rental, a deposit will be secured by credit card, debit card, or cash in the amount of the estimated rental charges. These funds will not be available for your use. If the deposit provides insufficient, you shall cover any difference upon the Vehicle's return. If a credit card or debit card has been presented as a means of deposit, you authorize us to submit for payment on such card all rental and other amounts due under this Agreement, including, but not limited to, the fees set forth in Paragraph 3, if applicable. For a Vehicle rented with a cash deposit, any excess deposit will be refunded by check issued within 15 business days of the end of the Rental Period as set forth on the Face Page. You authorize us to release your payment, contact, and rental information to any charging authorities to whom you owe any amounts as described in Paragraph 5(e) herein and to any third parties we appoint to assist us in the collection or processing of any amounts you owe us or any charging authorities under this Agreement. We will also release information concerning you and your rental of the Vehicle if required to do so by law. **You authorize us to process a credit card voucher in your name for payments due us under this Agreement.** All charges are subject to final audit by us.
13. **Telematics Notice and Release.** The Vehicle may be equipped with telematics technology including, but not limited to, a global positioning system (GPS), an iPad, an after-market telematics device, and/or an event data recorder (collectively, the "Telematics System"). Some or all of the Telematics System functions or components may or may not be active during the rental and/or may be deactivated automatically without warning or notice. In addition, when active, some or all of the Telematics System functions or components, may collect and transmit to us and/or other provider(s) of the Telematics System information that may include, but may not be limited to, geo-location information (collectively, the "Telematics Data"). Telematics Data may be collected and/or transmitted on a regular and/or continuous basis. . By entering into this Agreement, you consent to the collection, use, monitoring and disclosure of the Telematics Data to the extent permitted by law and in accordance with the privacy policies posted by us (available through [www.alaskaunplugged.com](http://www.alaskaunplugged.com) and/or the App) and the privacy policies of any other provider(s) of the Telematics System. Further, you acknowledge and agree to the following: (a) you have no expectation of privacy related to your use of the Vehicle; and (b) we are not responsible for the operability of the Telematics System. You will inform any and all Authorized Drivers and passengers of the terms of this paragraph, and you represent and warrant that, if and to the extent required by law, such passengers consent to our collection, use, monitoring, and disclosure of the Telematics Data.
14. **Entire Agreement and Survival.** This Agreement constitutes the sole agreement between you and us with respect to its subject matter. It supersedes any prior written or oral agreements or communications between you and us. It may not be modified except in a writing signed by you and us. All terms of this Agreement that by their nature extend beyond its termination will remain in effect until fulfilled. To the extent there is a direct conflict between a provision or term of the terms and conditions accepted by clicking "I Accept" on [www.alaskaunplugged.com](http://www.alaskaunplugged.com) or through the App and the Terms and Conditions of this Agreement, the Terms and Conditions of this Agreement will govern. To the extent there is a direct conflict between a provision or term of this Agreement and a law applicable to this rental, the applicable law will govern.
15. **No Agency.** You are not our agent, servant, or employee for any reason or for any purpose.
16. **Repairs.** You shall not permit any repairs to the Vehicle or allow any lien to be placed upon it without our consent. You shall be liable for any repairs performed in violation of this paragraph.
17. **Waiver.** A waiver by us of any breach of this Agreement does not constitute a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement is not a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions will remain valid and enforceable.