

## RV Camper Share LLC

### GENERAL TERMS AND CONDITIONS OF USE

#### 1. General Provisions.

(a) Member agrees that by registering, accessing, or using RV Camper Share LLC's Services (described below), Member is agreeing to enter into a legally binding contract with RV Camper Share LLC, a Minnesota limited liability company, (hereafter referred to as "RVCS", "we", "us", or "our"). If Member does not agree to these Terms, Member has no right to obtain information from or otherwise continue using the Services. Failure to use the Services in accordance with these Terms may subject Member to civil and / or criminal penalties

(b) Member agrees to comply with and be legally bound by these Terms, whether or not Member becomes a registered user of the Services. These Terms govern Member's access to and use of the Services and all Collective Content (defined below), and Member's participation in the Referral Program (defined below). These Terms constitute a binding legal agreement between Member and RVCS.

(c) RVCS provides an online platform that connects Owners who have Boats and RVs (collectively, "Vehicles") (as defined below) to rent with Renters seeking to rent such Vehicles, which platform is accessible at RVCamperShare.com and any other websites through which RVCS makes the platform available (collectively, the "Site") with any other websites, applications, features, software or services provided, owned, or operated by RVCS (collectively, the "Services").

(d) MEMBER UNDERSTANDS AND AGREES THAT RVCS IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN OWNERS AND RENTERS, NOR IS RVCS AN AGENT OR INSURER. RVCS HAS NO CONTROL OVER THE CONDUCT OF OWNERS, RENTERS AND OTHER USERS OF THE SITE, APPLICATION AND SERVICES OR ANY VEHICLES, AND DISCLAIMS ALL LIABILITY IN THIS REGARD.

(e) When using RVCS's Services on behalf of a company, entity, or organization, Member represents and warrants that Member: (i) is an authorized representative of that entity with the authority to bind that organization to these Terms and grant the licenses set forth; and (ii) agrees to these Terms on behalf of such entity.

#### 2. Definitions.

(a) "Boat(s)" means marine vessels.

(b) "RV(s)" means recreational vehicles, including but not limited to campers.

(c) "Vehicle" shall refer collectively to Boat(s) and RV(s) available via the Services.

(d) "RVCS Content" means all Content that RVCS makes available through the Services,

including any Content licensed from a third party, but excluding Member Content.

(e) "Collective Content" means Member Content and RVCS Content.

(f) "Content" means text, graphics, images, music, software, audio, video, information and any other content or materials.

(g) "Renter" means a Member who requests a booking of a Vehicle via the Services, or a Member who uses a Vehicle and is not the Owner for such Vehicle.

(h) "Owner" means a person who creates and manages a Listing via the Services, is responsible for approving rentals, checking in or out a Renter, or responding to messages on the website. The Owner does not have to be the Vehicle Owner, but will need to be appointed and approved by the Vehicle Owner.

(i) "Listing" means a Vehicle that is listed by an Owner as available for rental via the Services.

(j) "Member" means a person who completes RVCS's account registration process, including, but not limited to Owners and Renters.

(k) "Member Content" means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Services.

### **3. Modification.**

RVCS reserves the right to modify these Terms at any time in accordance with this provision, without notice to Members. If Member disagrees with the revised Terms, Member may terminate this Agreement with immediate effect. If Member does not terminate this Agreement before the date the revised Terms become effective, Member's continued access to or use of the Services will constitute acceptance of the revised Terms.

### **4. Eligibility; Accounts and Registration.**

(a) Member must be at least 18 years of age to use the Services. By agreeing to these Terms of Use, Member represents and warrants that: (a) Member is at least 18 years of age; (b) Member has not previously been suspended or removed from the Services; and (c) Member's registration and Member's use of the Services is in compliance with all applicable laws and regulations.

(b) To access some features of the Services, Member may be required to register for an account. When Member registers for an account, Member may be required to provide us with some information about Member, such as email address or other contact information. Member agrees that the information Member provides is accurate and that Member will keep it accurate and up-to-date at all times. When Member registers, Member may be asked to provide a password. Member is solely responsible for maintaining the confidentiality of Member's account and password, and Member is responsible for all actions taken via Member's account. Member may not share

Member's account(s) with others. Unless Member has entered into a commercial agreement with RVCS permitting Member to use the Services for transactions on behalf of another person, Member may only use the Services for transactions on Member's own behalf, and not on behalf of any other person.

## **5. Use of Mobile Services.**

To use any mobile application feature of the Services (each, an "App"), Member must have a compatible mobile device. RVCS does not warrant that any App will be compatible with Member's mobile device. Member may use mobile data in connection with an App and may incur additional charges from Member's wireless provider for using an App. Member agrees that Member is solely responsible for any applicable charges. RVCS may update any app and may automatically electronically update the version of any App that Member has installed on a mobile device. Member consents to all automatic upgrades, and understands that these Terms of Use will apply to all updated versions of an App. Any third-party open source software included in an App is subject to the applicable open source license and may be available directly from the creator under an open source license. These Terms of Use do not apply to Member's use of software obtained from a third-party source under an open source license.

## **6. User Materials.**

a. **User Materials; License Grant.** Certain portions of the Services may allow users to upload or otherwise provide to RVCS images, photos, video, data, text, listings and other content ("User Materials"). By uploading or otherwise providing User Materials to the Services, Member grants RVCS an irrevocable, perpetual, royalty-free worldwide license to: (i) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate Member's User Materials, in connection with the Services, or in any other media; and (ii) sublicense these rights, to the maximum extent permitted by applicable law. RVCS will not pay Member for Member's User Materials or to exercise any rights related to Member's User Materials set forth in the preceding sentence. RVCS may remove or modify Member's User Materials at any time. Member is solely responsible for all User Materials made through Member's account(s) on the Services or that Member otherwise makes available through the Services. For all User Materials, Member represents and warrants that Member is the creator and owner of the User Materials, or has the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize RVCS and other users to access and use Member's User Materials as necessary to exercise the licenses granted by Member under these Terms of Use.

b. **User Materials Disclaimer.** RVCS is under no obligation to edit or control Member's User Materials or the User Materials of any other Member and will not be in any way responsible or liable for any User Materials. RVCS may, at any time and without prior notice, screen, remove, edit, or block any User Materials on the Services, including User Materials, that in RVCS's sole judgment violate these Terms of Use or are otherwise objectionable. Member understands that when using the Services, Member may be exposed to User Materials of other Members and acknowledges that User Materials may be inaccurate, offensive, indecent, or objectionable. Member agrees to waive, and

does waive, any legal or equitable right or remedy Member may have against RVCS with respect to User Materials. RVCS expressly disclaims any and all liability in connection with User Materials. If notified by a user or content owner that User Materials allegedly do not conform with these Terms of Use, RVCS may investigate the allegation and determine in RVCS's sole discretion whether to remove the User Materials, which RVCS reserves the right to do at any time and without notice.

c. Non-Confidentiality. No User Materials submitted to Services shall be deemed to include or incorporate confidential information, nor may such submissions be relied upon as confidential. RVCS shall have no liability for protecting or maintaining any information which Member, or any other party, deems as confidential.

## **7. Listings.**

(a) Member acknowledges and agrees that Listings will be made publicly available via the Services. Member agrees to provide accurate information regarding the Listing. RVCS does not attempt to confirm or verify such information. Member acknowledges and agrees that Member is responsible for any and all Listings Member posts. Accordingly, Member represents and warrants that any Listing Member posts and the booking of, or Renter use of, a Vehicle in a Listing Member posts (i) will not breach any agreements Member has entered into with any third parties and (ii) will (a) be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Vehicle included in a Listing Member post, including, but not limited to, insurance requirements, coast guard regulations, zoning laws, marina or campground regulations, and laws governing rentals and operation of Vehicles and (b) not conflict with the rights of third parties.

(b) RVCS shall assume no responsibility for an Owner's compliance with any applicable laws, rules and regulations.

(c) RVCS reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, in RVCS's sole discretion.

(d) The Services enable Owners to provide Listings to Members for free. However, Member acknowledges and agrees RVCS reserves the right, in its sole discretion, to charge Member for and collect fees from Member for the creation of Listings, or for other features of the Services

## **8. Member Representations and Warranties.** Member represents and warrants that:

(a) Member has the ability to enter into this Agreement and grant all assignments, licenses, and permissions contemplated or contained herein;

(b) Member's use of the Services will be in compliance with all laws, regulations, this Agreement, any Skyworks's policies, and third party policies, if and as applicable to Member;

(c) Member will provide truthful, legal, objective and lawful information, complying with

current laws;

(d) Member's Content and any Feedback are original to Member and does not infringe, misappropriate, or otherwise violate the rights, including any intellectual property rights or rights of publicity or privacy, of any person;

(e) Member's Content and any Feedback do not contain any obscene, libelous, defamatory, abusive, or inappropriate content; and

(f) RVCS's use of Member's Content will not infringe, misappropriate, or otherwise violate the rights, including any intellectual property rights or rights of publicity or privacy, of any person.

(g) Member has sufficient experience or has arranged for instruction to obtain sufficient knowledge and experience operating the Vehicle, and is confident Member will be capable of safely operating the Vehicle under any and all conditions which may arise.

(h) Member recognizes that operation of the Vehicle while intoxicated or under the influence of a controlled substance is strictly prohibited and subject to immediate termination of this Agreement. Incidences related to these items may not be covered by insurance claims.

(i) Member is aware that weather and other conditions beyond his/her control can and do, rapidly change.

(j) Member acknowledges that he/she has been given adequate and sufficient warnings as to the inherent and potential dangers associated with the operation and use of the Vehicle, and assumes any and all risk associated with its use and operation.

(k) Before operation of the Vehicle, Member shall fully inspect the Vehicle, and is fully aware of its present condition and accepts the Vehicle in its present condition "as is."

(l) Member agrees to notify any and all of his/her guests who may use the Vehicle of all inherent and potential dangers associated with the use and enjoyment of the Vehicle. It is further agreed all guests on the Vehicle shall be the invitees of Member, and they shall be further informed that neither RVCS, or its owners, members, officers, or employees, shall owe any duty of any kind or nature.

(m) Members acknowledge and agrees that Member, and not RVCS, will be responsible for performing the obligations of any rental agreements between Owner and Renter, that RVCS is not a party to such agreements, and that, with the exception of its obligations hereunder to pay Vehicle Fees to the applicable Owner, RVCS disclaims all liability arising from or related to any such agreements.

9. **Specific Obligations of Owners.** Owners represent and warrant that they will:

(a) Provide proof, at any time, that they are the Owners of Vehicles,

(b) Maintain proper and current registration of their Vehicles with the appropriate authorities

(c) Only offer for bookings Vehicles which have been properly equipped and maintained, undergone the appropriate technical inspections, have the appropriate safety equipment, possess up-to-date equipment and have undergone regular upkeep

(d) Have taken out an insurance policy (legal liability or all risks) and maintain its validity throughout the publication period of their Listings, and be able to present a valid insurance certificate at the first request of RVCS and/or the Renter

(e) Verify Renters' identities before signing a rental agreement

(f) Verify that Renters hold the diplomas and/or qualifications required for operation of the Vehicle,

(g) Check that the name displayed on the rental agreement matches the ID papers presented by Renter

(h) Provide RVCS with the rental agreement signed by both parties and any other document enabling RVCS to respond to a payment cancellation procedure started by Renter with their banks.

#### **10. Assumption of Risk; Release of Liability.**

(a) Member expressly acknowledges participation in any recreational / watersport activity associated with use of the Services is a potentially hazardous activity that could cause injury or illness, including but not limited to heat or sun related bodily injury or illness such as sunburn, sunstroke, or dehydration, other bodily injury, drowning, death, disease, strains, sprains, fractures, partial and/or total paralysis, or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of others and may arise from foreseeable or unforeseeable causes. Member expressly acknowledges activities require physical stamina, motor coordination, and mental alertness. By Member's signature below, Member certifies he/she is medically able to participate in such activities, Member has no known physical or mental limitations, and Member will not use any form of alcohol, prescription or non-prescription drugs that could impair Member's performance during the course of activities.

(b) By voluntarily participating in watersport and / or recreational activities associated with the Vehicles, Member, individually and on behalf of Member's personal representatives, heirs, successors and assigns, hereby releases and forever discharges RVCS, including its respective members, volunteers, employees, representatives, successors, officers, managers, governors and/or agents, from all claims or liabilities of any kind (except that which is the result of gross negligence and/or wanton misconduct) arising out of Member's participation in such activities or Member's membership with RVCS.

(c) Member, individually and on behalf of Member, his/her personal representatives, heirs, successors and assigns, agree to hold harmless, defend, and indemnify RVCS from any and all claims, suits, or causes of action by others for bodily injury, property damage, or

other damages which may arise out of, result from, occur during, or are in any way connected with Member's use of the Services and / or any recreational or watersport activity, and Member's use of any RVCS equipment related thereto, including claims arising from RVCS's or any other party's negligence.

(d) MEMBER AGREES THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF MINNESOTA, USA; AND IF ANY PORTION HEREOF IS HELD INVALID, THE BALANCE HEREOF SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. MEMBER AGREES THIS AGREEMENT IS TO BE CONSTRUED BROADLY TO PROVIDE A WAIVER, RELEASE AND INDEMNIFICATION TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

(e) IN SIGNING THIS AGREEMENT MEMBER HEREBY ACKNOWLEDGES MEMBER HAS READ THE ENTIRE AGREEMENT, MEMBER UNDERSTANDS ITS TERMS, AND BY SIGNING IT MEMBER IS GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND MEMBER HAS SIGNED IT KNOWINGLY AND VOLUNTARILY. IN SIGNING THIS AGREEMENT MEMBER ALSO HEREBY ACKNOWLEDGES MEMBER DOES NOT HAVE ANY MEDICAL CONDITIONS AND MEMBER IS NOT TAKING ANY MEDICATIONS WHICH MAY IMPAIR MEMBER'S ABILITY TO PARTICIPATE IN ACTIVITIES RELATING TO THE SERVICES.

\_\_\_\_\_ (MEMBER INITIALS)

**11. Insurance.**

Member acknowledges, understands and agrees that RVCS shall not act as an insurer or as a contracting agent for Member as an Owner. Renters shall be responsible for reviewing the insurance for their rental. Renters shall comply with and be bound by the terms, conditions and limitations of any applicable insurance policies

**12. Payments.**

RVCS shall serve as a limited authorized payment agent of the Owner for the sole purpose of accepting payments from Renters on behalf of the Owner and is responsible for transmitting such payments to the Owner.

**13. Bookings; Fees.**

(a) If Member is an Owner and a booking is requested for Member's Vehicle via the Services, Member may be required to either confirm or reject the booking within 24 hours of when the booking is requested or the booking request may be automatically canceled. When a booking is requested via the Services, RVCS shall share with Member (i) the first and last name of the Renter who has requested the booking, and, (ii) a link to the Renter's Account profile page. When Member confirms a booking requested by a

Renter, RVCS shall send Member an email, text message or message via the Services confirming such booking.

(b) Fees displayed in each Listing are comprised of the Vehicle Fees and the Reservation Fees. Where applicable, taxes may be charged in addition to the Reservation Fees and Vehicle Fees. The Vehicle Fees, the Reservation Fees and applicable Taxes are collectively referred to in these Terms as the "Total Fees". The amounts due and payable by a Renter solely relating to an Owner's Vehicle which are actually collected by RVCS are the Vehicle Fees. The Owner shall determine appropriate Vehicle Fees, which may include, But are not limited to, fees for cleaning and / or pre-paid fuel charges, at the Owner's discretion.

(c) Renter shall be liable for all fuel expenses during the rental term.

(d) RVCS shall collect the Total Fees at the time of booking confirmation and shall initiate payment of the Vehicle Fees (less service fees owed to RVCS) to the Owner within \_\_\_\_ (\_\_\_\_) business days. Failure to charge any of the fees or other indulgences shall not constitute a waiver of the right to exercise the same in the event another fee should become due at any other time.

(e) Renter agrees to pay RVCS for the Total Fees for any booking requested in connection with Renter's Account if such requested bookings are confirmed by the applicable Owner. Renter understands and agrees that RVCS, on behalf of the Owner, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via Renter's credit card for the Total Fees or (ii) charge Renter's credit card a nominal amount, not to exceed one dollar (\$1) to verify Renter's credit card.

#### **14. Rental Eligibility.**

In order to reserve the use of a Vehicle through the Services, Renter must be 18 years of age or older.

#### **15. Appointment of RVCS as Limited Payment Collection Agent.**

(a) Each Owner collecting payment for Vehicles provided through the Services hereby appoints RVCS as the Owner's limited payment collection agent solely for the purpose of collecting payments made by Renters on behalf of the Owner.

(b) Each Owner agrees that payment of Vehicle Fees made by a Renter to RVCS shall be considered the same as a payment made directly to the Owner and the Owner will make the Vehicle available to Renter in the agreed upon manner as if the Owner has received the payment.

(c) Each Owner agrees that RVCS may, in accordance with the cancellation policy selected by the Owner and reflected in the relevant Listing, (i) permit the Renter to cancel the booking and (ii) refund to the Renter that portion of the Vehicle Fees specified in the applicable cancellation policy.



(d) In accepting appointment as the limited authorized payment agent of the Owner, RVCS assumes no liability for any acts or omissions of the Owner.

#### **16. Damage to Vehicles.**

(a) Under no circumstances may RVCS be held liable for any damage of an indirect nature, even if RVCS has been informed of the possibility of such damage.

(b) Renter authorizes RVCS to charge Renter's credit card in the event of damage caused on an Owner's Vehicle, and for Security Deposits, if applicable.

(c) Security Deposits. The Owner may require a security deposit for the rental of the Vehicle. RVCS shall include a security deposit in every Listing ("Security Deposits"). For all Security Deposits included in a Listing for a confirmed booking of a Vehicle, RVCS shall, in its capacity as the payment agent of the Owner, use its commercially reasonable efforts to obtain a pre-authorization of the Renter's credit card in the amount the Owner determines for the Security Deposit within a reasonable time prior to the Renter's check-in at the applicable Owner's Vehicle. Renters undertake to have sufficient funds in their bank account for the security deposit to be deducted at the time of the booking request, and to maintain sufficient funds in this account until RVCS has closed any claim file. RVCS is not responsible for administering or accepting any claims by Owners related to Security Deposits, and disclaims any and all liability in this regard.

(d) Damage to Vehicles. Renter shall be responsible for leaving the Vehicle in the condition it was in at delivery, fair wear and tear excepted. Renter acknowledges and agrees that Renter is responsible for his/her own acts and omissions and is also responsible for the acts and omissions of any individuals who Renter invites to, or otherwise provides access to the Vehicle. In the event that following the conclusion of a rental, a Vehicle Owner claims that the Vehicle has been damaged during the rental and provides evidence of damage, including but not limited to, photographs, or other evidence, Renter agrees to pay the cost of repairing the damage or replacing the damaged items with equivalent items. RVCS reserves the right to charge the credit card on file in Renter's Account, or otherwise collect payment from Renter, including using Security Deposits, in situations in which Renter has been determined, in RVCS's sole discretion, to have damaged the Vehicle.

(e) Both Renter and Owner agree to cooperate with and assist RVCS, and to provide RVCS with such information and take such actions as may be reasonably requested by RVCS, in connection with any complaints or claims made by Members relating to Vehicles or any personal or other property located at a Vehicle or with respect to any investigation undertaken by RVCS or a representative of RVCS regarding use or abuse of the Site, Application or the Services.

#### **17. Cancellations.**

(a) If, as a Renter, Member wishes to cancel a confirmed booking made via the Services, either prior to or after arriving at the Vehicle, the cancellation policy of the Owner contained in the applicable Listing will apply to such cancellation. RVCS's ability to

refund the Vehicle Fees and other amounts charged to Member will depend upon the terms of the applicable cancellation policy. Details regarding refunds and cancellation policies are available via the Services.

(b) If an Owner cancels a confirmed booking made via the Services, (i) RVCS shall refund the Total Fees for such booking to the applicable Renter within a commercially reasonable time of the cancellation

(c) In the event of circumstances characterizing a case of force majeure, including special weather reports preventing trips to sea, legislative and regulatory changes, natural disasters, fires, storms, floods, wars and acts of terrorism, internal strikes, disease, power surges and shocks, failures of cooling systems and computer equipment, blockages and slowdowns in electronic communications networks, and, more generally, any unpredictable event beyond the control of RVCS and the Members, any Member may request:

- i. The postponement of the booking to a later date, or
- ii. Cancellation of the booking, after providing proof of these circumstances in writing to RVCS.

#### **18. Member Conduct.**

In connection with use of the Services, Member agrees that Member is solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to use of the Services. In connection with use of the Services, Member may not and Member agrees that he/she will not:

(a) Violate any local, state, provincial, national, maritime or other law or regulation, or any order of a court, including, without limitation, zoning restrictions, admiralty law and Tax regulations;

(b) Use manual or automated software, devices, scripts, robots, other means or processes to access, scrape, crawl or spider any web pages or other services contained in the Services or Content;

(c) Use the Services for any commercial or other purposes that are not expressly permitted by these Terms;

(d) Falsely imply that RVCS endorses Member, is a partner, or otherwise misleads others as to Member's affiliation with RVCS;

(e) Copy, store or otherwise access any information contained on the Services or Content for purposes not expressly permitted by these Terms;

(f) Use boat ramps where Member has not been authorized to operate.

(g) Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;

(h) Interfere with or damage the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;

(i) Use the Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

(j) Use the Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to the rental of Vehicles;

(k) Stalk or harass any other user of the Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a Renter or Owner;

(l) Register for more than one RVCS Account or register for an RVCS Account on behalf of an individual other than Member;

(m) Impersonate any person or entity, or falsify or otherwise misrepresent yourself or Member's affiliation with any person or entity;

(n) Use automated scripts to collect information or otherwise interact with the Services;

(o) Use the Services to find an Owner or Renter and then complete a booking of a Vehicle transaction independent of the Services in order to circumvent the obligation to pay any fees related to the Services;

(p) Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;

(q) Use, display, mirror or frame the Services, or any individual element within the Services, RVCS's name, any RVCS trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without RVCS's express written consent;

(r) Advocate, encourage, or assist any third party in doing any of the foregoing.

#### **19. Termination and Account Cancellation.**

RVCS may, in its sole discretion and without liability to Member, with or without cause, with or without prior notice and at any time:

(a) terminate these Terms or Member's access to RVCS's Services, and

(b) deactivate or cancel Member's Account.

Member may cancel his/her Account at any time by contacting us via [info@lakercityboatclub.com](mailto:info@lakercityboatclub.com).

**20. Interest and Attorneys' Fees.**

In the event of any breach of this Agreement or dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

**21. Governing Law; Venue.**

This is a Minnesota contract and shall be construed according to the laws of Minnesota. Any action at law, suit in equity or judicial proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Lease or any provision or amendment hereof shall be litigated only in the courts of the State of Minnesota, County of Wabasha.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[Signature page to follow.]

RV CAMPER SHARE: MEMBER:

By: \_\_\_\_\_ By: \_\_\_\_\_

Printed: \_\_\_\_\_ Printed: \_\_\_\_\_

Title: \_\_\_\_\_