

PAGOSA ADVENTURE RENTALS LLC

103 Goldmine Drive, Pagosa Springs, CO 81147

Phone# 970-398-0088 Email - mike@pagosaadventurerentals.com

RENTAL AGREEMENT AND LIABILITY WAIVER

By initialing below, the undersigned hereby agrees to the rental terms and conditions set forth by Pagosa Adventure Rentals LLC, for the following described All-Terrain Vehicle (ATV/UTV) and ancillary equipment. This agreement is for a limited period of time, and contingent upon the following terms and conditions.

Full Name _____

Driver's License Number _____ **State** _____

Address _____

City _____ **State** _____ **Zip** _____

DOB _____ **Home Phone:** _____

Cell Phone: _____ **Email:** _____

VEHICLE DESCRIPTION	LICENSE UNIT #	RENTAL PERIOD	PICK UP DATE	RETURN DATE	DAILY RATE	MULTI DAY RATE	SUNDAY RATE
CAN AM 500					\$ 200.00	\$ (25.00)	\$ 225.00
HONDA 500					\$ 250.00	\$ (25.00)	\$ 275.00
HONDA 700					\$ 300.00	\$ (25.00)	\$ 325.00
KAWI TERYX					\$ 300.00	\$ (25.00)	\$ 325.00
KAWI MULE					\$ 350.00	\$ (25.00)	\$ 375.00
NISSAN XTERA TRAILER					\$ 100.00	\$ (25.00)	\$ 125.00
						\$ (25.00)	
						\$ (25.00)	
ADDITIONAL ITEMS							
WASH & FUEL					\$ 50.00		
COOLER / ICE					\$ 15.00		
EXTRA HOUR					\$ 50.00		
P/U & D/O					\$ 100.00		
PENALTIES							
DIRTY-NO FUEL					\$ 75.00		
LATE RETURN					\$75 /HR		
RECOVERY					\$75/HR		
TOTALS	DAYS X RATE	FEE #1	FEE #2	FEE #3	FEE #4	FEE #5	TOTALS
VEHICLE #1							
VEHICLE #2							
VEHICLE #3							

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NAME ON CARD _____

Billing address _____

Credit Card Number _____

EXP. Date _____ CVT _____

Signature _____ DATE _____

In the event equipment listed on this form is late, damaged, misplaced, stolen or not returned, I accept financial responsibility and authorize Pagosa Adventure Rentals LLC to charge my credit card account listed above, all applicable fees and charges that I have incurred.

_____**LESSOR** reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used. Lessor's ability to provide a rental UTV, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

_____**RENTER must be at least 25 years of age** acknowledges he/she has carefully examined the UTV, and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and in acceptable condition; that he /she will maintain both UTV and equipment in a safe, dependable condition while in his/her custody.

_____**RENTER assumes full responsibility for the UTV. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental UTV, RENTER will immediately report it to Lessor. Continued use of the rental UTV shall be entirely at the RENTER's risk.**

_____**RENTER** shall pay a \$1,500 security deposit (\$2,500 for Elwood Pass via East Fork Road Option)(valid credit card only) at the time this rental agreement is signed for each UTV rented. This deposit will be credited to the RENTER upon termination of this rental agreement, less \$20 damage premium and any expenses incurred including but not limited to: late fee's, wash and fuel fee's, equipment retrieval, and/or to repair any damage caused to this vehicle by the RENTER or anyone else during the rental period. **Should damages exceed the damage deposit, RENTER agrees to make payment in full immediately upon Lessor's presentation of an itemized repair bill, including lost rental time.** This security deposit shall not bear interest.

_____**RENTER** certifies that he/she understands the rules and regulations for the safe operation of UTV. In addition, RENTER certifies that he/she are in good health, has no physical defects that may be of danger to himself or herself or anyone else, and that he/she is capable of safe operation of this UTV. Furthermore, RENTER certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

_____**RENTER** acknowledges his/her responsibility for the safe and proper operation of the UTV; and for the safety and welfare of other UTV operators and persons. It **is AGREED AND UNDERSTOOD BY RENTER** that Lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental equipment.

_____**RENTER** further agrees to indemnify and hold Lessor harmless from, and against all claims for loss of/or damage to property or injury to persons (**Including death**) resulting through the use, operation or possession of the rental UTV. **RENTER** further agrees to hold Lessor harmless should loss or damages occur to any of renter's personal property while carried in, or on, the UTV, including loss or damage caused by malfunction or theft.

_____**RENTER** agrees not to use, nor permit the use of the rental UTV:

#1- Anywhere but on approved forest service roads and properly marked trails only, and not on county marked roads;

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#2- For any unlawful purpose, In a careless or negligent manner, By any other person not the signatory of this agreement.

LATE FEE- YOUR RENTAL IS DUE BACK ON LOCATION BY 4:30PM. A late fee of \$75 per hour (1/2-hour increments) will be charged in addition to any rental charges. **EARLY RETURNS** -No credit will be given for early returns.

FUEL AND CLEANING - You are expected to return the vehicle fully fueled, and in the same or better condition it left in or you will be assessed a cleaning and or fueling fee.

RISK OF LOSS OR DAMAGE: RENTER assumes all risks of loss or damage to the UTV and equipment from any cause, and agrees to return the UTV in the condition received from Lessor, with the exception of normal wear and tear. RENTER agrees to return this UTV on or before the expiration of the rental period in the condition it is in now except as detailed in pre-ride inspection photos / video. If an UTV is damaged or lost, Lessor shall have the option of requiring RENTER to restore it to good working order, or replace it with a like UTV in good repair.

LIABILITY AND INDEMINITY: RENTER hereby agrees to bind him/her self, their heirs, personal representatives and assigns and release and discharge Lessor, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which **RENTER** or **RENTER's** heirs, personal representatives or assigns may have, or claim to have, against Lessor, its owners, employees, agents and assigns. Further, **RENTER** hereby agrees to defend, indemnify and hold harmless, Lessor, its owners, employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out **RENTER's** operation of the UTV during the rental period. **RENTER** agrees to pay all claims brought by third parties resulting from the operation and/or use of the UTV during the rental period.

RENTER expressly agrees to indemnify and hold Lessor harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Lessor, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Lessor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the Lessor.

Renter /Operator/ Parent/ Additional rider

Parental consent, I _____ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above UTV and equipment that I obtained from PAGOSA ADVENTURE RENTALS LLC are to be used and operated by me to transport minors in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement. I understand that I/We have read the rental agreements and waiver of liability and understand the contents of this document. I/We execute it voluntarily in good faith and with full knowledge of its significance.

x _____ / _____ / x _____
Print Name Age Signature

x _____ / _____ / x _____
Print Name Age Signature

x _____ / _____ / x _____
Print Name Age Signature

x _____ / _____ / x _____
Print Name Age Signature

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