

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 _____

Address _____

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

DOB _____ **Home Phone:** _____

Cell Phone: _____ **Email:** _____

- PICTURE OF **DRIVERS LICENSE** & **INSURANCE CARD**
- SECURITY DEPOSIT** & **BALANCE DUE**
- RELEASE SECURITY DEPOSIT**

VEHICLE	PICK UP	MILAGE	MILAGE	RETURN	MULTI DAY	MULTI	DAY	TOTAL
DESCRIPTION	DATE	OUT	IN	DATE	RATE	DAY DISC	RATE	
HONDA ATV GREEN					\$ 250.00	\$ (25.00)	\$ 275.00	
HONDA ATV BLUE					\$ 250.00		\$ 275.00	
CAN AM ATV RED					\$ 275.00	\$ (25.00)	\$ 300.00	
CAN AM ATV GREEN					\$ 275.00		\$ 300.00	
HONDA 2 SEAT RED					\$ 300.00	\$ (25.00)	\$ 325.00	
KAWI TERYX RED					\$ 375.00		\$ 399.00	
KAWI TERYX GREEN					\$ 375.00	\$ (25.00)	\$ 399.00	
KAWI MULE RED					\$ 375.00		\$ 399.00	
KAWI MULE BLACK					\$ 375.00	\$ (25.00)	\$ 399.00	
KAWI MULE GOLD					\$ 375.00		\$ 399.00	
TRAILER					\$ 100.00	\$ (25.00)	\$100.00	
DODGE PICKUP					\$ 150.00	\$ (25.00)	\$ 175.00	
ADDITIONAL	HITCH	STRAPS	HELMET	MAPS	BUNGIES	LOCKS		
COOLER / ICE					\$ 20.00			
P/U & D/O		\$50.00	\$75.00	\$100.00	\$ 150.00	\$200.00		
PENALTIES								
LATE RETURN					\$100 /HR			
MILAGE-OVER					\$2.00/MILE			

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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 (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, and any expenses incurred including but not limited to: late fees, 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 (up to the deductible limit) immediately upon Lessor's presentation of an itemized repair bill, including lost rental time.** This security deposit shall not bear interest.

ELWOOD PASS FR 667 VIA EAST FORK ROAD SPECIAL CONDITIONS

THIS ROUTE IS ONE OF THE MOST DIFICULT TRAILS IN OUR AREA. DRIVERS WITH EXPERT LEVEL EXPERIENCE ONLY. DUE TO THE EXTREME NATURE OF THE UPPER SECTION OF EAST FORK ROAD (FR 667, PAST THE QUARTZ MEADOW FR 684 TURN OFF) LEADING TO THE TOP OF ELWOOD PASS, ALL RENTALS WILL BE CHARGED AN ADDITIONAL RENTAL FEE OF \$50 PER MACHINE AND ALSO REQUIRE A LARGER, \$2500 SECURITY DEPOSIT.

Damage Agreement Fee, Damage Premiums and Deductibles

I understand I am being provide with a \$5000 deductible equipment damage coverage (included with rental) which cover damage to the equipment only, and I am responsible for a maximum damage deductible of up to \$5,000, **I understand this policy does not provide liability and or personal injury protection.**

\$5000 deductible – \$15.00 (included in rental)

RENTER certifies that he/she understands the rules and regulations for the safe operation of UTV. In

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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 also acknowledges they were offered helmets at time of rental.

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 except where legally permitted by law;
- #2- For any unlawful purpose, in a careless or negligent manner, by any other person not the signatory of this agreement.

RENTER AGREES TO THE FOLLOWING TERMS:

LATE FEE- YOUR RENTAL IS DUE BACK ON LOCATION BY **4:30PM the final day of rental regardless of what time it is picked up**. A late fee of \$100 per hour (1/2-hour increments) will be charged in addition to any rental charges. **Getting lost is not an excuse for being late.**

EARLY RETURNS -No credit will be given for early returns.

EXCESSIVE MILEAGE- All rentals come with a **75 mile per day allowance**. Any mileage in excess of **75 miles** will be charged at a rate of **\$2.00 per mile**.

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
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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**

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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