

## UTV RENTAL AGREEMENT AND WAIVER OF LIABILITY

**PLEASE PRINT NAME OF PERSON FINANCIALLY RESPONSIBLE FOR UTV/TRAILER**

FIRST AND LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CELL PHONE \_\_\_\_\_

Renter's Valid DL # \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_ DOB \_\_\_\_\_ AGE \_\_\_\_\_

RENTER'S INITIALS AS THEY APPEAR THROUGHOUT \_\_\_\_\_

\_\_\_\_\_ **NO WARRANTY** \_\_\_\_\_ **NO INSURANCE PROVIDED** \_\_\_\_\_ **DANGEROUS ACTIVITY**

\_\_\_\_\_ **LATE FEES** If your UTV/TRAILER returns late, a late fee of:

- \$50.00 for FIRST 30 MINUTES
- then \$100 up to one hour and EACH additional hour will be charged in addition to any rental charges. **NO EXCEPTIONS! NO CREDIT FOR EARLY RETURNS!**

\_\_\_\_\_ **EXCESSIVE MUD AND TRASH FEE** Renter is expected to return the UTV without excess mud and trash or you will potentially be assessed a cleaning fee **\$75.00**

\_\_\_\_\_ **DAMAGES:** Renter is responsible for all damages to the UTV/TRAILER. All riders must sign a rental agreement prior to renting a UTV/TRAILER. If the rental is damaged the money for damages, INCLUDING DEPOSIT, will be paid for when the rental is returned. There may be additional fees for: damages that are unseen, LOSS OF USE UP TO 14 DAYS, fuel, cleaning, abuse, and late fees.

\_\_\_\_\_ **DEPOSIT:** RENTER shall pay a \$1,000 security deposit (valid DEBIT credit card only) at the time this rental agreement is signed for each UTV/TRAILER rented. This deposit will be credited to the RENTER upon termination of this rental agreement, less any expenses incurred to retrieve the UTV/TRAILER and/or to repair any damage caused in to the UTV/TRAILER by the RENTER or anyone else during the rental period. If RENTER is paying by NON-DEBIT credit card \$1000.00 security deposit will be charged immediately to credit card if UTV/TRAILER comes back with any damage. If damages exceed the damage deposit, RENTER agrees to make payment in full immediately upon Captain's Hideaway Powersports Rentals, LLC's presentation of an itemized repair bill, including lost rental time. This security deposit shall not bear interest.

\_\_\_\_\_ **BAD WEATHER:** Captain's Hideaway Powersports Rentals, LLC 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. Captain's Hideaway Powersports Rentals, LLC's ability to provide a rental UTV/TRAILER, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

\_\_\_\_\_ **EQUIPMENT CONDITION:** RENTER must be at least 21 years of age acknowledges he/she has carefully examined the UTV/TRAILER, and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he /she will maintain both UTV/TRAILER and equipment in a safe, dependable condition while in his/her custody.

\_\_\_\_\_ **BREAK DOWN/MALFUNCTION:** RENTER assumes full responsibility for the UTV/TRAILER. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental UTV/TRAILER, RENTER will immediately report it to Captain's Hideaway Powersports Rentals, LLC. Continued use of the rental UTV/TRAILER shall be entirely at the RENTER's risk.

\_\_\_\_\_ **SAFETY** RENTER certifies that he/she understands the rules and regulations and acknowledges his/her responsibility for the safe and proper operation of the UTV/TRAILER; and for the safety and welfare of other UTV/TRAILER operators and persons. It is AGREED AND UNDERSTOOD BY RENTER that Captain's Hideaway Powersports Rentals, LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental UTV/TRAILER.

\_\_\_\_\_ **HEALTH** 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/TRAILER. 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.

