

Captain's Hideaway Powersports Rentals, LLC

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 _____

MUST BE 25 YEARS OLD OR OLDER TO RENT AND DRIVE UTV

PLEASE INITIAL ALL LINES

_____ NO WARRANTY _____ WE DO NOT PROVIDE SHORT TERM LIABILITY INSURANCE

_____ **Safety is our number one priority and we won't tolerate unsafe riding behavior.** We want to protect our customers and our equipment. So, rules are strictly enforced. Remember, this is a family friendly adventure. Unsafe operation or misuse of our UTV may cause serious bodily injury or death. All Drivers must be in good physical & mental health. You will not be permitted to drive if you are pregnant or have ANY MEDICAL CONDITION that may impair your judgement or ability to safely operate our rental equipment. 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, flat tire, or malfunction of the rental UTV/TRAILER. ALL RIDERS

_____ **ALCOHOL/DRUGS:** WE DO NOT ALLOW USE OF ALCOHOL/DRUGS PRIOR TO OR DURING RENTAL OF UTV. Drivers suspected of being under the influence of alcohol, controlled substances, or certain types of prescribed medication will not be permitted to drive and reservation will be cancelled and NO REFUND WILL BE ISSUED. If Driver or riders are observed consuming alcohol or using any drugs while in possession of UTV, rental will immediately end and no refund will be issued. **A \$300.00 fee** will be deducted from deposit for retrieving UTV/TRAILER.

_____ **LIABILITY DEPOSIT:** Renter SHALL PAY A \$1,000.00 LIABILITY DEPOSIT PRIOR TO LEAVING PROPERTY, and is responsible for ALL damages and fees to the UTV/TRAILER/equipment. If the UTV/TRAILER/equipment is LATE, DAMAGED, OR MUST BE TAKEN OUT OF SERVICE OR REPLACED, the liability deposit and additional money, if applicable, for ANY LOSS 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. The liability deposit shall not bear interest.

_____ **LATE FEE: \$50 first 30 minutes late, \$50 each consecutive 30 minutes.** Fees will be deducted from deposit.

_____ **HELMET CLEANING FEE: \$25 abuse fee PER helmet returned muddy or wet on INSIDE of helmet.** This may happen when renters do not wear helmet and let it roll around in the back of UTV. Fees will be deducted from deposit.

_____ **BAD WEATHER:** Captain's Hideaway Powersports Rentals, LLC rides rain or shine. We reserve the right to cancel this rental agreement due to inclement or impending bad weather. This could include but not limited to severe thunder storms, flash flooding, tornado watch/warning, freezing or near freezing temperatures, etc. A refund of amount paid will be issued minus any service/convenience fee charged by credit card company. **NO REFUND ONCE RENTER LEAVES PROPERTY.**

_____ **EQUIPMENT CONDITION:** RENTER must acknowledge 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. 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. 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.

_____ **UTV/TRAILER IS NOT ALLOWED TO BE USED/DRIVEN AROUND CABINS, STORES, PRIVATE LAND, THREE RIVERS, STATE PARK, PAVED ROADS, OR ANY OTHER PLACE THAT IS ILLEGAL TO DRIVE UTV/TRAILER.** RENTER is responsible for knowing local laws.

I, the undersigned, certify that I have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I execute it voluntarily in good faith and with full knowledge of its significance.

RENTERS SIGNATURE: _____ DATE: _____