

OFF-ROAD'N RENTALS, LLC

303-570-9028 INFO@OFFROADNRENTALS.COM

UTV RENTAL AGREEMENT

Date: _____

Rental Location: _____

1. RENTER INFORMATION

Full Name _____ Address: _____

Valid Driver's License # _____ Issued: _____ Expires: _____

Phone Number(s) _____

Email Address _____ Other Drivers: _____

Emergency Contacts: _____

2. RENTED VEHICLE INFORMATION (OHV and UTV are Interchangeable Terms-Trails may read OHV, but same as UTV)

Make/Model _____

VIN # _____

Trailer License Plate # _____

3. RENTAL TERMS

Rental Start Date: _____

Rental End Date: _____ by _____ a.m. p.m. Must return UTV/Trailer in good condition by time agreed upon inside this agreement. Additional charges will apply if return is later than agreed upon.

Daily Rate: \$ _____ Multiple Days _____ Rate \$ _____

Security Deposit: \$1,000.00 Actual Pick-up Date _____ Riding Location: _____

4. SAFETY REQUIREMENTS

- UTV Renter is at least 19+ years old and holds a valid license and insurance (25 years of age if renting/using trailer) Maintain active insurance throughout rental period.
- All riders highly recommended to wear eye protection and helmets. Parents to provide adequate helmets for their children.
- All riders must use seat belts at all times.
- No drugs/alcohol or their effects allowed before or during operation of UTV/Trailer/Driving.
- No reckless driving, racing, or off-trail riding, keep all limbs inside vehicle at all times. Obey posted signs on trails. No jumping of UTVs or other reckless activities. Exercise responsibility and common sense throughout rental.
- Report mechanical issues immediately to Off-Road'n Rentals, LLC.
- Colorado weather can change suddenly, always be prepared and have adequate protection with you.
- Keep a map of the terrain you intend to ride and make yourself familiar with the area. A GPS is helpful, too if possible. Keep a fully charged phone with you as well. Note, some areas will not have cell service; it can be very spotty.

5. ASSUMPTION OF RISK & LIABILITY

WARNING: Operating/Riding in a UTV or hauling a trailer involves inherent risks that may result in SERIOUS INJURY OR DEATH. These risks include, but are not limited to, collision, rollovers, mechanical failure, unpredictable terrain, weather conditions, and operator errors. By signing this Agreement on *Page 3*, Renter acknowledges and voluntarily assumes all such risks and agrees to waive claims even in cases of negligence. By initialing here, Renter also agrees to tell other riders/drivers, in their party, that there are inherent risks that may result in serious INJURY OR DEATH by using this rented UTV or trailer. Renter will inform all users/passengers of inherent dangers associated with UTV and/or trailer use. _____ (Initials) Renter expressly releases and holds harmless Off-Road'n Rentals, LLC, its owners, employees, and agents from any and all claims, demands, or causes of action for injury, loss, or damage to person or property arising out of Renter's use of the UTV or trailer, whether caused by negligence or otherwise. Renter assumes full liability for damages caused by renter and agrees to indemnify Off-Road'n Rentals, LLC.

6. COMPLIANCE WITH COLORADO LAW

- Vehicle to be operated only on designated UTV/OHV trails, respect the land and vegetation.
- Speed limits, signage, and wildlife precautions will be obeyed.
- Renter understands trail closures must be respected.

7. INSURANCE COVERAGE

- ☐ My auto insurance covers me/others for a trailer connected to my vehicle to haul UTV.
- ☐ In order to rent a UTV, I must purchase insurance coverage for UTV Rental through Off-Road'n Rentals' Insurance Provider at \$40/day.
- ☐ I must purchase trailer insurance at \$19/day if my own auto insurance does not provide for trailer coverage.

If my auto insurance automatically provides sufficient trailer coverage on my personal auto insurance policy, and I provide tangible proof from my Insurer to Off-Road'n Rentals, LLC before rental period begins, I do not need to purchase additional trailer coverage.

Off-Road'n Rentals, LLC will not be able to rent out UTVs/Trailers to persons who refuse to purchase required Insurance.

8. DAMAGE POLICY

- Renter will cover any damage or loss due to misuse, neglect, or unauthorized use.
- A cleaning fee of \$25.00 may apply for excessive dirt or debris. If excessive dirt or debris, please rinse the UTV off before returning.
- Lost time due to renter's damage may incur additional costs.
- \$175.00 charge for lost key – Have a good plan in place to avoid lost keys. Never leave keys in UTV unattended. And don't let it get stolen!
- You are responsible for all damage to UTV/Trailer that is not covered by our insurance policies or that is in excess of our insurance limits.

9. EMERGENCY PROCEDURE

In case of emergency, contact 911 for accidents involving injuries. File an accident report if there is a collision with other UTV or vehicles. Take pictures, get their information, and contact us as soon as possible. Fire Extinguisher is located in the UTV.

10. TOWING – You (Renter) Represent and Warrant That:

Towing the UTV that you use during the Rental Period has the capacity to tow the UTV; any load will be properly loaded and placed for safe operation of the UTV; and you will ensure that when towing the UTV, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.

11. PRE-RENTAL ORIENTATION – RENTER CONFIRMS OFF-ROAD’N RENTALS, LLC, VERBALLY:

- Reviewed safety requirements and safe vehicle operation, provided helmets/eye protection/tie-down straps.
- Conducted a vehicle inspection.
- Explained inherent risks using a UTV or trailer that death or serious injury could occur. Explained proper trail conduct safety.
- For trailer use, reviewed procedures for trailer hauling and proper securing of UTVs. Provided adequate tie-downs for UTV securing.
- Provided a full walkthrough of this agreement.
- Was given an opportunity to ask questions for clarity and understanding of this Agreement and Safety practices (*Initials*) _____

11. SIGNATURE

By signing below, Renter acknowledges they have read, understand, and agree to all terms, conditions, warnings, and obligations set forth in this Agreement.

Renter Signature: _____ Date: _____

Off-Road’n Rentals, LLC Agent: _____ Date: _____