



PONDEROSA ADVENTURE RENTALS, LLC

4831 Juanita Lane
Pinetop-Lakeside, AZ 85929

928-242-1282

contact@ponderosaadventures.com

UTV Rental Agreement and Waiver & Release of Liability

The Renter hereby rents from Ponderosa Adventure Rentals, LLC the following described Utility Task Vehicle (UTV) and/or equipment for a limited period of time, upon the following terms, conditions, and rules of operation and safety.

WE DO NOT ALLOW PICK UP OR DROP OFFS ON SUNDAY, PLEASE PLAN TO RETURN OR PICK UP ON SATURDAY OR MONDAY IF YOU ARE RENTING FOR THE WEEKEND.

Primary Renter/Main Operator (must be 25 years of age or older):

Renters Name:		Today's Date:	Rental Date(s):
Renters Date of Birth:	Age:	Physical Address:	
Cell Phone:			
Other Phone:		Renters Valid Driver's License #:	
Emergency Contact Information			
Printed Name:	Relation:	Cell Phone:	

****Employee Use Only – Rental Breakdown****

Security Deposit (Per Vehicle) & Rental Duration:		< 25 yrs old \$2,500	≥ 25 yrs old \$2,000	≤ 4 hrs	> 4 hrs up to 24 hrs
Destination:					
Departure Date:		Departure Time:		Return Date:	
Return Time:					
UTV Vehicle	Rental Amount	Clean & Fuel	Delivery Fee	Trailer Fee	TR #
	Per Day	UTV \$95			
	Per Day	UTV \$95			
REQUIRED: MBA Powersports Business Auto Liability Insurance Coverage \$40.00 per day (must be purchased separately)					
Notice: See insurance section below for more information.					
Rental Amount:		Delivery Fee:		Trailer Fee:	
Clean & Fuel Fee:		Discount:		Sales Tax:	
Rental Sub Total:		Security Deposit:		Total w/Security Deposit:	
Holding Deposit:		Payments Made:			
Date Paid in Full:		Insurance Amount to Pay:		Proof of Insurance: YES NO	

ADDITIONAL PASSENGER / MINOR ACKNOWLEDGMENT / PARENTAL CONSENT

Notice: Under A.R.S. § 28-964, **(1)** any operator or passenger who is under the age of 18 must wear a properly secured protective helmet whenever operating or riding on any rental Vehicle and **(2)** any operator must wear protective glasses, goggles or a transparent face shield whenever operating any rental Vehicle. **(3)** must be at least the age of 21 to operate the vehicle. We **strongly** recommend all operators and passengers wear a helmet whenever operating or riding any rental Vehicle, and will be provided for use free of charge.

In the case of a minor Additional Passenger (under 18 years), the parent or guardian listed below acknowledges that they are not only signing this Agreement on their behalf, but that they are also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that they are also waiving rights on behalf of the minor that the minor otherwise may have. The parent or legal guardian agrees that the minor elects to participate in this activity, and both understand the danger of the activity. By signing this Agreement without a parent or legal guardian's signature, Additional Passenger, under penalty of

fraud, represents that they are at least 18 years of age. If signing as the parent or guardian of a minor, signing adults represent, under penalty of fraud, that they are a legal parent or guardian of the minor. If you are pregnant or have back or heart problems, please consult with a doctor before participating in our rental activities.

ADULT - ADDITIONAL OPERATOR / PASSENGER

Participant Name	Age	Signature	DL # (If Operator)	Date

MINOR PASSENGER / PARENTAL CONSENT

As the parent or legal guardian of the minor(s) identified below, you hereby consent that the minor(s) can be a passenger of the above listed UTV(s) in accordance with the terms of this agreement. You shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement.

Participant Name	Age	Parent/Guardian Name	Age	Signature of Parent/Guardian	Date

DEFINITIONS. **“Agreement”** means all terms and conditions found in these Terms & Conditions, the Face Page, the Waiver and Assumption of Risk, any addenda and any additional materials we provide and that you sign at the time of rental. **“You”** or **“your”** means the person identified as the renter, any person signing this Agreement, any Authorized Operator, and any Authorized Passenger. Any persons referred to as “you” or “your” are jointly and severally bound by the Agreement. **“We”**, **“our”** or **“us”** means Ponderosa Adventure Rentals, LLC. **“Authorized Operator”** means the renter and any additional operators listed on this Agreement, provided that each such person has a valid operator’s license for the type of Vehicle(s) rented and is at least 21 years of age. Authorized Operators are the only persons permitted to operate the Vehicle(s). **“Vehicle”** or **“UTV”** means the motorized “power sport” vehicle identified in the Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. **“Charges”** or **“Fees”** means the fees and charges that are incurred under this Agreement. **“Rental Period”** means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. **“Loss of Use”** means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent of sell, opportunity to upgrade or sell, or transportation of employees. **“Diminished Value”** means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf.

NO WARRANTY – NO INSURANCE PROVIDED – INHERENTLY DANGEROUS ACTIVITY. This is a contract for the rental of a Vehicle from us. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. We make NO WARRANTIES of any kind, nature or description, express or implied, or apparent, as to the quality and manufacture, safety, drivability or fitness for any particular purpose of any vehicle or equipment covered by this agreement. You and any Additional Operators or Passengers identified herein accept any vehicle or other equipment provided by us in its “as is” condition with all faults. You hereby acknowledge that operating UTV(s) with other like vehicles, is an inherently dangerous activity and carries high risks of serious personal injury, property damage, or death to others or yourself. You also know that there are normal, mechanical and environmental conditions and risks which independently or in combination with your activities may cause injury or even death to you or others, as well as property damage. You know that operating UTV(s) has been known to cause serious injury and

death, because of the risks inherent in operation of the Vehicle(s) itself as well as where and how they are operated. We strongly urge the renter and other passengers to have medical insurance prior to engaging in this activity. We do not provide medical insurance and advise that serious injuries can be financially devastating. You and any and all Additional Operators, and Passengers represented below hereby personally accept all risks and liabilities of this activity. It has been explained to you that by executing this document you are giving up important legal rights. It is your further intention to give up those rights and in good faith to relieve and release us of any duty legally owed to you in relation to the conduct of this activity.

INSURANCE / REPORTING TO THE POLICE. The owner does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to the renter, authorized operators, authorized passengers, or any other operator. You must purchase insurance in order to rent any Vehicle provided by us. Insurance is to be purchased separately from MBA Insurance at www.mbapowersports.com, vehicle type UTV at \$40.00 per day. **MBA's liability insurance does not cover injuries to passengers in the Vehicle.** We agree to and uphold MBA Insurance's Statement: "You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. We also provide an insurance policy that covers automobile liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident of theft and vandalism involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized operator or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report."

TERMS AND CONDITIONS

1. **DEPOSITS.** You agree to pay a \$200 holding deposit that will be applied toward your total amount OR to pay the full rental amount at time of booking confirmation. You agree to pay the remainder rental amount due, if any, and a refundable security deposit 5 – 7 days prior to the start of your rental. Your security deposit will be refunded to you in full, 3 – 7 days after your rental period ends **AND** a clear inspection of the Vehicle(s) has been performed.
2. **CHARGES.** You permit us to use the Security Deposit to pay all charges. You permit us to use your credit/debit card for any excess charges, a reasonable amount needed beyond the Security Deposit amount, plus sales tax. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: **(a)** time for the duration of Rental Period; **(b)** charges for additional drivers, not authorized on this agreement; **(c)** optional products and services you purchased; **(d)** fuel, if you return the Vehicle with less fuel than when rented; **(e)** applicable taxes; **(f)** toll(s), parking, and traffic fees, fines, and penalties ("**Violations**") assessed against us or the Vehicle; if we are required to pay the charging authority for tolls or violations, you will reimburse the amount that we pay, plus our administrative fee of up to \$50 for each such Toll or violation; **(g)** all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; **(h)** all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; **(i)** a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; **(j)** \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; **(k)** a reasonable fee not to exceed \$250, plus sales tax, to clean the Vehicle if returned substantially less clean than when rented; and **(l)** a fee if you lose the keys to the Vehicle. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.
3. **RULES OF OPERATION.** You agree to follow and be bound by the General UTV Operation and Safety Rules made a part of this agreement on page 5. Ponderosa Adventures will also provide a copy of their General Rules of Operation and Safety for reference during rental period.
4. **CONDITION AND RETURN OF VEHICLE.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due-in date. If the Vehicle is returned after closing hours, you remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business, and Charges will continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with at least the

same amount of fuel as when rented. If the Vehicle accumulates excess dirt and or mud during your rental period, you are responsible to power wash the Vehicle before returning. We will charge a Clean & Fuel fee of \$65 to \$95 to cover the cost of fuel, cleaning, and time spent per Vehicle. You will be in violation of A.R.S. § 13-1806 if the Vehicle is not returned within 72 hours of the date and time the Vehicle is due back. If you fail to return the Vehicle within 72 hours of the date and time due in, you may be found guilty of a Class 5 felony that could result in a fine of up to \$150,000 per charge and/or imprisonment of up to 7.5 years.

5. **RESPONSIBILITY FOR LOSS OR DAMAGE.** Should you, any operator, any passenger, any minor child under your control or any other person with permission; operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such Vehicle or equipment, you agree to be personally liable and financially responsible for all loss of and damage caused to any rental Vehicle, or equipment covered by this agreement, regardless of whether or not you have forfeited a damage deposit. **YOU AGREE TO PAY FOR ALL SUCH LOSS OR DAMAGE** to the Vehicle, including damaged caused by weather, acts of God or terrain conditions. Subject to the law in the jurisdiction where the Vehicle was rented, your responsibility will include: **(A)** all physical damage to the Vehicle measured as follows: **(i)** if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; **(ii)** if we determine that the Vehicle is repairable: **(a)** the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or **(b)** the reasonable estimated retail value or actual cost of repair plus Diminished Value; **(B)** Loss of Use, which is measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; **(C)** an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage = **\$50 fee**; \$251-\$500 damage = **\$75 fee**; \$501-\$700 damage = **\$100 fee**; \$751-\$1500 damage = **\$150 fee**; \$1501-\$2500 damage = **\$200 fee**; over \$2500 damage = **\$250 fee**; **(D)** towing, storage, and impound charges and other reasonable incidental and consequential damages; and **(E)** all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You hereby authorize us to charge your credit/debit card provided as part of this transaction for any and all additional rental, damage and loss of use charges you may incur under the terms of this agreement, plus sales tax.
6. **ASSUMPTION OF RISK.** You expressly and voluntarily assume all risk and liability for the loss or damage to any Vehicle or other equipment obtained from us, for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified Vehicle(s) or equipment received or obtained from us.
7. **PROHIBITED / LIMITED USES.** The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be operated or used for: **(a)** by anyone who is not listed as an Authorized Operator, or by anyone whose driver's or other operator's license is suspended in any jurisdiction; **(b)** by anyone under the influence of prescription or non-prescription drugs or alcohol; **(c)** by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; **(d)** in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; **(e)** allowing a passenger who is not listed on this Agreement, or a minor passenger that does not have parental consent; **(f)** while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; **(g)** while carrying dangerous or hazardous items of illegal material in or on the Vehicle; **(h)** outside the geographic limitations (100 miles from rental location); **(i)** the odometer has been tampered with or disconnected; **(j)** when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; **(k)** to commit a willful, wanton or reckless act; **(l)** by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or **(m)** in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials that we provide to you at the time of your rental.
8. **CANCELLATION POLICY.** A full refund, minus a \$99 cancellation processing fee, will be issued if you cancel at least 30 days prior to rental start date. A 50% refund, minus a \$99 cancellation processing fee, will be issued if you cancel at least 14 days prior to rental start date. All bookings made within 7 days prior to rental start date, are allowed a 48-hour cancellation grace period. This means a full refund, minus a \$99 cancellation processing fee, will be issued if canceled within 48-hours of booking date. All cancellations made outside of above parameters are not subject to a refund unless the owner decides to do so but retains the right to determine how much refund will be issued if any. No-shows, late arrivals, or early returns are not eligible for refunds unless the owner decides to do so but retains the right to determine how much refund will be issued if any.

9. **YOUR PROPERTY.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in our offices, whether or not the loss of damage was caused by our negligence or was otherwise our responsibility.
10. **PERSONAL INFORMATION.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to us.
11. **COVENANT NOT TO SUE.** You agree and covenant on behalf of yourself, your children and any minor for whom you are the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against us or any shareholder, director, officer, employee, agent, successor or assignee thereof, or in any manner assert any further claim or demand against us and our shareholders, directors, officers, employee's, agents, successors and assignees thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced Vehicle(s) or equipment received and/or obtained from us. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that you do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.
12. **IDEMNIFICATION.** You shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold us, our shareholders, directors, officers, employees, agents, successors and assignees, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the above referenced Vehicle(s) or other equipment received or obtained from us. You shall indemnify us, our shareholders, directors, officers, employees, agents, successors and assignees against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.
13. **PARTIAL INVALIDITY/CHOICE OF LAW.** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the Commonwealth of Arizona.
14. **MISC.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal repost or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservations of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

GENERAL RULES OF OPERATION AND SAFETY

1. Only adults over the age of 25 years who have signed the Rental Agreement and Waiver of Liability shall operate any vehicle or equipment. Adults aging from 21 to 24 years who have signed the Rental Agreement and Waiver of Liability and will operate any UTV, must be accompanied by a front seat passenger who is 25 years of age or older.
2. All minors, younger than 18, must have parental consent. Parent or guardian and minor must acknowledge and sign that they shall be bound by all the terms and conditions of this agreement.
3. A helmet must be worn at all times while operating and riding any Vehicle. A helmet and safety glasses are included in your rental fee. Additional gear, such as long pants, long sleeve shirts or jackets, ankle boots, chest protectors, and gloves reduce risk of injury and are strongly encouraged but will not be provided by Ponderosa Adventure Rentals.
4. Do not operate any Vehicle(s) or equipment in any manner other than with both hands on the steering apparatus and sitting in the seat with arms and legs within the confines of the vehicle. Additional Passengers are required to keep limbs in confines of the vehicle.
5. Ride at your current skill level. Do not push your limit. Do not operate any Vehicle(s) in a reckless or dangerous manner. Watch out for cliffs and drop-offs. BE VERY CAREFUL!
6. Do not carry persons other than as originally permitted on or assigned to ride in the Vehicle(s).
7. Obey all posted signs. Do not ride faster than posted speed limits or than local current conditions allow. Do not ride out of designated areas. Know and abide by the Rules and Regulations for OHV Riding for any National Forests you will be visiting. Detailed information on the Apache-Sitgreaves National Forests can be found at https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb5395001.pdf.

8. Do not participate in any race or contest involving any other Vehicle(s).
9. Do not tow other Vehicle(s) nor allow them to tow you and your rental Vehicle(s). If towing is necessary, contact Ponderosa Adventure Rentals for additional assistance. 928-242-1282
10. Be aware of other bystanders and vehicles. Use proper hand signals on the trails. SLOW DOWN when approaching a blind or sharp corner.
11. Do not park and leave vehicle or equipment unattended. If you stop for a break or to sightsee, do not leave the key in the ignition.
12. Absolutely NO alcohol or drug possession (legal or illegal) or consumption before or during use or while in possession of the rented Vehicle(s) is permitted.
13. Respect National Forests and the wildlife. Do not litter or leave trash behind.
14. We do not refund due to inclement weather or early returns. Be prepared to get dirty, muddy, or wet therefore dress appropriately and bring additional clothing. Closed toed shoes and long pants are highly recommended.
15. In case of a breakdown or emergency, call 928-242-1282 and speak with Ponderosa Adventure Rentals employee OR 911 (depending on the severity of the emergency). Additional rental time may be allocated for time lost due to a breakdown for the operator of the down vehicle only.
16. Vehicle(s) are to be returned on time or additional fees will be charged.
17. Anyone who does not abide by Ponderosa Adventure Rentals, LLC GENERAL RULES OF OPERATION AND SAFETY or the Rules and Regulations for OHV Riding on National Forest property will be asked to return the Vehicle(s) and the remainder of their rental and all fees will be forfeited.
18. If damage to the vehicle occurs due to not following the above GENERAL RULES OF OPERATION AND SAFETY, the Primary Renter will be responsible for all repair/replacement costs.

You understand that the above listed vehicle(s) and equipment may or may not be new property. You have also been instructed how to properly and safely operate the above listed vehicle(s) and equipment. By signing below, you certify that you, and any passenger you carry, possess a helmet and protective eyewear that complies with all state and federal safety guidelines. You agree that only the persons signing or otherwise identified in this agreement will operate the rented Vehicle(s). Passengers under the age of 18 years must provide us with a written consent from a parent or legal guardian. You have witnessed above listed vehicle(s) start and operate to your complete satisfaction at the time of pick up. You hereby promise to periodically inspect the above listed vehicle(s) and equipment to make certain that they are safe to operate and/or use.

You certify that you, any Authorized Operator, and any Authorized Passenger have read the entire Rental Agreement and Waiver of Liability and understand the contents of this document before signing. You execute it voluntarily and in good faith and with full knowledge of its significance.

Printed Name:	Signature:	Today's Date:
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We, Ponderosa Adventure Rentals, LLC, have gone over this Rental Agreement and Wavier of Liability with the Primary Renter, Operator, and Additional Passenger. We certify that the rental equipment and gear has been inspected prior to renter's departure. We acknowledge that the equipment was in good and safe condition.

Printed Name:	Signature:	Today's Date:
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