

**UTAH ENDURO ADVENTURES  
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT (herein “**Agreement**”) is entered into between the undersigned renter (referred herein as “**Renter**”) and Utah Enduro Adventures, LLC, a Utah limited liability company (referred herein as “**UEA**”) on the date last set forth below.

NOW THEREFORE, in consideration of the promises, agreements and representations contained herein, the parties agree as follows:

1. **Renter Information.** Renter hereby provides the following basic information which Renter represents is accurate and complete:

Renter’s Valid Driver’s License # \_\_\_\_\_ State/Country licensed | \_\_\_\_\_  
Renter hereby represents and warrants to UEA that Renter is 18 years of age or older and that Renter has a current motorcycle endorsement or equivalent on Renter’s state or country drivers or operator’s license that permits Renter to rent and operate the Machine rented pursuant to this Agreement.

\_\_\_\_\_

*Print Renter’s First Name* *Print Renter’s Last Name*

*Renter’s Date of Birth:*

\_\_\_\_\_

*Residence Address* *Apt. #* *City* *State* *Zip Code*

\_\_\_\_\_

*Mobile Phone* *Home Phone* *Email address*

**Emergency Contact Person**

\_\_\_\_\_

*Full Name* *Relationship* *Mobile Phone* *Work Phone* *Home Phone*

**Payment Information.** Renter represents the following information is complete and accurate and agrees to the following deposit, cancellation and return provisions:

\_\_\_\_\_

*Credit Card No.* *Expiration Date* *CSC/CVV #*

- Visa*
- Master Card*
- American Express*

Renter hereby authorizes UEA to charge the above identified credit card for all amounts due from Renter under this Agreement.



Renter acknowledges the Equipment pick-ups and drop-offs are available outside of normal business hours but arrangements must be made at the time the reservation is made. Unless a different time is specified above, all times are on or before 5:00 p.m. (MST). Renter agrees to promptly return the Machine to UEA's designated place by the Return Time or the rental fee shall be increased to \$100.00 per hour, and is billed in 30 minute increments until the Machine is returned and fully checked in by UEA. If Renter fails to promptly return the Gear by the Return Time, then Renter shall be charged an additional day for each day until all Gear has been received by UEA. In the event UEA has not received an item of Gear within five (5) days, UEA may continue to charge the daily rental until received or, at UEA's option at any time, deem the item of Gear, lost and charge Renter for the full replacement value of such item of Gear. In the event Renter requires UEA's assistance recovering the Machine due to mechanical failure or becoming stuck, UEA's assistance will be billed at the rate of \$150.00 per hour for the recovery of the Equipment starting from the time UEA's personnel leaves UEA's shop until the time of return to the shop with all rented Equipment. Under no circumstances is Renter allowed to arrange for or hire third party recovery, towing, mechanical or other services.

Renter shall be responsible to pay UEA for all repairs and damages to the Equipment that are not the result of normal wear and tear as determined by UEA in its discretion. In the event any Equipment is lost or stolen while in the possession of Renter, Renter shall be responsible for payment to UEA of the replacement cost of the Equipment. If the Machine is lost or stolen while in the possession of Renter, Renter shall pay UEA the replacement cost of a new Machine. Renter acknowledges and agrees that UEA maintains business relationships with equipment dealerships and vendors and all repairs, purchases and replacements of Equipment shall be determined and done through such dealerships and vendors as determined by Utah Enduro Adventurers in its business discretion.

3. **Restrictions on Use.** Renter agrees that Renter will be the only person to operate the Machine and use the Gear rented hereunder and that Renter will not allow anyone else to operate the Machine at any time whatsoever.

4. **Loss, Damage, Injury or Death.** Except for the intentional misconduct of UEA, Renter expressly assumes and agrees to be responsible for any and all risk and liability for the loss of or damage to any Equipment obtained from UAE and for death or injury to any person or property and for all other risks and liabilities arising from the use, condition and/or possession of the Equipment, regardless of how, when, where or by whom caused.

At all times while Renter has the Machine in Renter's possession, Renter shall monitor the condition of the Machine and in the event Renter becomes aware of any unsafe condition pertaining to the Machine, Renter shall immediately shut down the Machine, discontinue all operations of the Machine and immediately notify UEA of the situation. "Unsafe conditions" include but are not limited to warning lights, flat tires, broken or sticking cables, bent or broken parts, leaking fluids, smells, noises, unusual heat or other conditions that suddenly appear or appear over a relatively short period of time.

5. **Indemnification.** Renter hereby agrees to indemnify, defend (by counsel reasonably acceptable to UEA), protect and hold UEA, its members, managers, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorney's 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 Equipment rented or obtained from UEA. Renter hereby agrees to indemnify UEA, its members, managers, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorney's fees, resulting from Renter's breach of this Agreement.

6. **Partial invalidity, Choice of law and Exclusive Jurisdiction.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect. This Agreement shall be governed and construed according to the laws of the State of Utah without

regard to the State of Utah's choice of law provisions. Any and all disputes between Renter and UEA pertaining to the subject matter hereof shall be subject to the exclusive jurisdiction of the state and federal courts of the State of Utah. Renter hereby submits to the exclusive jurisdiction of the state and federal courts of the State of Utah.

7. **Waiver of Right to Jury Trial.** EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR RENTER'S USE OR OPERATION OF THE EQUIPMENT DESCRIBED HERERIN.

8. **Expenses of enforcement.** In the event of any legal action in connection with this Agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and all costs and expenses incurred in connection therewith, whether before and during suit, at trial, or on appeal.

9. **Entire agreement, no oral modifications.** This Agreement and the documents herein referenced, constitute the entire agreement between the parties with respect to the subject matter hereof. No provision hereof shall be modified or rescinded unless in writing signed by an authorized legal representative of the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dated: \_\_\_\_\_.

**RENTER**

**UEA, LLC**

a Utah limited liability company

\_\_\_\_\_  
Renter's Signature

By: \_\_\_\_\_  
Seth Spain, Manager