

Renter Name			
HOW DID YOU HEAR ABOUT US?			
FLIERS		INTERNET	OTHER _____
Address			
City	State	Zip	Phone No.
Email Address			
Driver's License No.		State	Expiration Date
Additional Drivers			
<u>CREDIT CARD INFORMATION</u>			
CREDIT CARD NO.			EXP. DATE
CVC/SECURITY CODE		BILLING ZIP CODE	
VISA	MASTERCARD	DISCOVER	AM EX

Make	Model	Color
Make	Model	Color
Make	Model	Color
Make	Model	Color
Make	Model	Color
Check Out	Time	Check In
Due In	Time	Emp Initials
<p>By signing below you acknowledge that you have been given the opportunity to read the terms and conditions of this Agreement and you agree to all terms of this contract. Your signature allows us to submit a credit card voucher in your name for all rental charges and damages that arise out of this rental contract. By signing below I agree to all rental charges, and all other charges and terms of this contract as identified by my signature below.</p>		
Renter Signature		
X		

Vehicle	Duration	Rate	# of Days	Facility/Conv.	MISC	Total
DAMAGES		Helmets _____ Goggles _____ Gloves _____				
Deposit Charged		Sub Total				
Actual Damages		Taxes/Fees				
Rollover Fee		Rental Total				
Loss Of Use		Fuel				
Damages Total		Other Charges (Damages, Loss Of Use, Etc.)				

Customer Responsible For All Damages And Costs

The Renter Is Responsible For All Damages/Costs That Occur From Their Rental Period

_____ By initialing here you agree to be responsible for all damages to, or loss of, the vehicle and You are liable for loss of use charges, lost day's rental charges, daily rental rate, as explained on page 3 of this rental contract. (for example, Polaris RZR-XP4 Turbo MSRP is \$26,299.00) See Paragraph 1-2 below and paragraph 2-12 on the next page for additional Information. You also agree to pay a **\$6000** damage deposit if ANY damage occurs during your rental period. This \$6000 damage deposit must be paid before you leave PMS Dune Rentals Location, by credit card or cash only, no exceptions! By initialing this form, you acknowledge and agree to not dispute this charge or any other charges that are associated with this rental contract, with your credit card company or bank. You also agree and understand that this charge is to allow us to start the repair process and the damage deposit can be used for any costs related to this rental contract, such as, but not limited to, rental price, taxes/fees, fuel, loss of use charges, repair prices at Manufacturer's Suggested Retail Price. If the damages and or Loss of Use charges, or any other fee's, exceed the damage deposit amount, you agree to pay the remaining balance within 24 hours of receiving the damage/costs invoice by email. You are liable for daily rental charge, loss of use charges, lost day's rental charges (Daily rental rate is \$450-\$1100 Depending On Machine). You Are Liable For Daily Rental Charge while the machine is being repaired for any damages you caused during your rental and to bring it back to the condition it was in before your rental time, as described in the check-out sheet of this rental contract.

1) Responsibility for Vehicle Damage or Loss: reporting to Police. You are responsible for all damages to the vehicle, including damages caused by weather, acts of God or terrain conditions. You are responsible for the cost of repair at Manufacturer Suggested Retail Price (MSRP). PMS Dune Rentals has the right to elect not to repair the machine, whether or not you are at fault. You are responsible for the theft of the Vehicle, loss of use, daily rental rate, diminished value of the vehicle caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, including towing, storage and impound, and lost day rentals/loss of use/daily rental rate; whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them. If the vehicle is not "Drivable Or Operable", Pms Dune Rentals has the right to charge you for towing costs to retrieve the machine to tow/transport back to PMS Dune Rentals Location.

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the independent motorcycle dealer named in this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person is at least 25 years of age unless the age restriction is changed elsewhere on this Agreement. "Vehicle" means the motorcycle/UTV/ATV/OHV identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any reason due to damage to it or loss of it during this rental, including uses other than for rental such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Therefore, you and we agree that Loss of Use will be your responsibility and you will be charged per day, to the credit card on file, while the machine is being repaired or we are trying to replace the machine. You as the renter, are responsible for all loss of use costs and you agree to pay for them by the credit card/debit card information provided to us at time of rental. Loss of Use is charged until the Vehicle is repaired or until it is replaced and each day is charged for the per day rental rate, applicable taxes/fees and any other charges outlined in this contract. "Diminished Value" means the value of the Vehicle just prior to damage or loss, less the value of the Vehicle after repair or replacement. "Lost Days Rental" refers to the same meaning as Loss of Use. The Renter Agrees that if a rental machine is damaged during their rental, regardless of fault, then the renter agrees to pay the daily rate of the machine that was damaged along with all applicable taxes and fees. This is non-negotiable and the renter agrees to this term of the contract as evident by the initials on this page and signature on the first page. The renter agrees that by signing this rental contract, you will not dispute/challenge any of these charges with your bank or Credit Card Company. By doing so, the renter agrees that this rental contract will be used in the Dispute Process and the renter agrees that upon PMS Dune Rentals Providing this rental contract to the Challenging Institution, that the Renter agrees the Dispute/chargeback will be resolved in the favor of PMS Dune Rentals and that all the funds that were disputed in question, will be returned immediately to PMS Dune Renters and the renter will be charged an additional administrative fee.

2. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. 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 from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

3. 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 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 day for business. 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 as much fuel as when rented. If rental vehicle is damaged during rental and is unable to be brought back to PMS Dune Rentals Location by the end of the rental time, the renter is still responsible for the machine until PMS Dune Rentals is able to tow or recover the vehicle.

4. Responsibility for Vehicle Damage or Loss: Reporting to Police. You are responsible for all damage to or loss of the Vehicle, including the cost of repair, or the manufacturer's retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Vehicle, Loss of Use, Diminished Value and a reasonable charge to cover our administrative expenses connected with any damage claim. **If the damage deposit is not paid before you leave the rental premises, a 30% increase of the amount owed will occur for a collections fee and we file a lawsuit to recover the damages and all other charges as outline in this contract. This increase also applies if you dispute the charges with your credit card/debit card company and you will be required for all charges that are outlined in this rental contract.** You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them or you could be liable for more damages and expenses to the machine (i.e. engine/transmission/other items being damaged or hard wear and tear on.)

Initials _____

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used by anyone other than you. You will not operate the Vehicle: (a) while under the influence of any drug or alcohol; (b) if you obtained the Vehicle by giving us false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) to carry a person other than you; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal material; (g) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (h) on unpaved or paved surfaces that we specify by not driving on roadways or county/city roads; (i) 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; or, (j) after an accident with the Vehicle unless and until you summon the police to the accident scene. You are only allowed to operate the machine on the St. Anthony Sand Dunes unless written permission is given by an owner or manager of PMS Dune Rentals. (k) Anyone under the age of 25 years old and or anyone that is not listed as an authorized driver on this rental contract.

6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive Insurance covering you, us, and the Vehicle. Your insurance is primary to any other coverage. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. You will pay us, on demand all charges due us under this Agreement, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) optional products and services you purchased; (c) fuel, if you return the Vehicle with less fuel than when rented; (d) applicable taxes; (e) all parking, traffic and tool fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (f) all expenses we incur in location and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (i) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (j) a \$100 fee to clean the Vehicle if returned substantially less clean than when rented.

8. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement. We charge the Damage Deposit (\$6000) to the card on file as soon as the machine is damaged and we will reimburse any amount under the damage deposit, if applicable, once we hear back from the repairer of our choice.

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 or damage was caused by our negligence or was otherwise our responsibility.

10. Breach of Agreement. The acts listed in paragraph 5, above, are breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental void.

12. Miscellaneous. 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. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Initials _____



WAIVER AND RELEASE OF ALL CLAIMS AND INDEMNIFICATION AGREEMENT

In Exchange for and in consideration of PMS Dune Rentals DBA under S & R Leavitt LLC, an Idaho Limited Liability Company, renting an off road and all terrain recreational vehicle (hereafter the RV) to the undersigned Renter, the undersigned Renter hereby grants to PMS Dune rentals, its members, managers, affiliated entities, subsidiaries, successors, and assigns (collectively referred to herein as PMSDR) the following:

1. A Complete and unrestricted release both for the Renter, and for any and all other persons claiming under the Renter, from any and all claims for injury to person or injury to property that result from the use or operation of the RV, including but not necessarily limited to all costs and fees incurred for any medical transport, diagnosis or treatment, claims for lost wages, disability or death, attorney fees and costs, as well all other actions or causes of action of whatsoever kind or nature, whether known or unknown, contingent or realized, which arise by reason of renter's use and/or operation of the RV.
2. This release shall apply to Renter individually as well as to any person that utilizes or operates the RV during the term of the rental agreement. This release shall apply whether or not sure use is with the permission or monitoring of Renter, and renter acknowledges and understands that this release is a condition precedent to being allowed to rent the RV from PMSDR, and that this release is a material term and condition of the Rental Agreement.
3. Renter acknowledges and agrees that the operation of the RV is an inherently dangerous activity, and that Renter individually and on behalf of all persons who operate or utilize the RV during the term of the Rental Agreement, assumes all risk of injury to person or property that may result from the operation of the RV.
4. Idaho State Law requires that anyone under the age of 18 must wear a helmet at all times while operating an off-road vehicle. In order to rent an off-road vehicle from PMS Dune Rentals all persons must wear a helmet, if you choose not to wear a helmet it is at your own peril.
5. Renter further agrees to indemnify and hold harmless PMSDR from any and all claims brought by any third party against PMSDR related to Renter's use of the RV, including all persons who may operate or utilize the RV during the term of the Rental Agreement whether or not such operation or utilization is permitted or monitored by Renter. This indemnification and hold harmless obligation shall include, but not necessarily be limited to, reimbursement for any and all such claims and the cost to defend such claims, including all attorney fees and costs incurred.
6. This release shall be binding in all respects upon the Renter, as well as Renter's heirs, executors, administrators, and assigns.

The undersigned Renter further states that he or she has carefully read the foregoing release, indemnification and hold harmless provisions contained herein, know the contents thereof, and signs this document of his or her own free and voluntary act.

IN WITNESS THEREOF, the undersigned has signed this release on the day and year written below.

DATE: _____

RENTER: _____



I UNDERSTAND IF I BREAK ANY RULES, EITHER WRITTEN OR EXPRESSED, WILL RESULT IN IMMEDIATE FORFEIT OF MY RENTAL. NO REFUND WILL BE GIVEN IF I WRECK OR SHORTEN TIME WITH THE MACHINE AND ANY AND ALL DEPOSITS WILL BE SURRENDERED. ALL DAMAGES/MECHANICAL FAILURES ARE THE RENTERS RESPONSIBILITY REGARDLESS OF FAULT.

I UNDERSTAND THAT NIGHT RIDING IS PROHIBITED. NIGHT IS DEFINED BY WHEN THE SUN IS COMPLETELY BEHIND THE HORIZON. THERE IS \$300 CHARGE FOR VIOLATION OF THIS RULE I AGREE TO PAY FOR THIS CHARGE (WITHIN 24 HOURS) IF I VIOLATE THIS RULE VIA MY CREDIT CARD ON FILE UNLESS OTHER ARRANGEMENTS ARE MADE.

I UNDERSTAND RIDING IN THE WATER IS PROHIBITED. IF THERE IS SUBSTANTIAL EVIDENCE OF USE IN THE WATER, I WILL BE CHARGED \$300 PLUS ANY DAMAGES. I AGREE TO PAY FOR THE WATER DAMAGE VIA MY CREDIT CARD ON FILE (WITHIN 24 HOURS) UNLESS OTHER PAYMENT ARRANGEMENTS ARE MADE.

I UNDERSTAND THERE IS \$300 CHARGE FOR ROLLOVER/FLIPS REGARDLESS IF DAMAGE WAS INCURRED. I AGREE TO PAY FOR ROLLOVER CHARGE VIA MY CREDIT CARD ON FILE UNLESS OTHER PAYMENT ARRANGEMENTS ARE MADE. IF I DO NOT CALL PMS DUNE RENTALS 208-390-3223 BEFORE THE MACHINE IS STARTED AGAIN AND WITHIN 5 MINUTES OF THE ROLLOVER AND NOTIFY PMS DUNE RENTALS OF THE FLIP/TIP/ROLL, THEN THE ROLLOVER FEE IS \$500 AND I AGREE TO PAY FOR ALL DAMAGES/LOST DAYS RENTAL/DAILY RENTAL RATE AND ANY OTHER CHARGES THAT PRESENT THEMSELVES AS OUTLINED IN THIS CONTRACT.

I UNDERSTAND THAT RIDING THE SAND DUNES IS EXTREMELY DANGEROUS. I TAKE FULL RESPONSIBILITY FOR MY RIDING EXPERIENCE AND THE RESPONSIBILITY FOR ANY OTHER(S) IN MY PARTY THAT I AM RENTING FOR. I AGREE THAT RIDING DOUBLE OR SHARING RENTAL MACHINES IS STRICTLY PROHIBITED. VIOLATION WILL RESULT IN IMMEDIATE RETURN OF VEHICLE AND NO REFUND WILL BE GIVEN, ALONG WITH A \$150 CHARGE. I ALSO UNDERSTAND THAT IF ANY DAMAGE IS CAUSED BY RIDING DOUBLE OR EXTRA WEAR ON THE MACHINE, OR EXCEEDING THE MAXIMUM AMOUNT OF PASSENGERS THE ATV/UTV WARNING STICKERS DISPLAY, I (RENTER) WILL BE RESPONSIBLE FOR ALL DAMAGES AND FEE'S AS WELL AS PAY FOR ANY EXTRA WEAR AND TEAR ON THE RENTAL MACHINE, ALONG WITH ALL LOSS OF USE/LOST DAYS RENTAL CHARGES VIA MY CREDIT CARD ON FILE.

IF DAMAGES OCCUR/MACHINE IS ROLLED/TIPPED, I AGREE THAT IT IS MY RESPONSIBILITY TO BRING THE MACHINE BACK TO THE RENTAL LOCATION OF PMS DUNE RENTALS (AFTER SPEAKING WITH PMS DUNE RENTALS) AND FORFEIT MY RENTAL AND NO REFUND WILL BE GIVEN. NO EXCEPTIONS. I AGREE THAT PMS DUNE RENTALS CAN CHARGE ME FOR TOWING/RETRIEVAL OF THE MACHINE IF IT IS DEEMED UN-DRIVEABLE BY PMS DUNE RENTALS OR IF THERE IS RISK OF CAUSING MORE DAMAGE TO THE MACHINE.

I FURTHER UNDERSTAND THAT ANY DAMAGES CAUSED DURING MY RENTAL DURATION ARE MY RESPONSIBILITY AND UNDERSTAND THAT A THOROUGH INSPECTION BY PMS DUNE RENTALS WILL BE CONDUCTED AND ANY AND ALL DAMAGES/LOST DAYS RENTAL/LOSS OF USE/DAILY RENTAL RATE WILL BE CHARGED TO MY CREDIT CARD ON FILE (WITHIN 24 HOURS OF EACH CHARGE HAPPENING) UNLESS OTHER PREVIOUS ARRANGEMENTS ARE MADE WITH PMS DUNE RENTALS. I AGREE TO MAKE SURE MY FORM OF PAYMENT WILL ACCEPT THOSE CHARGES AS ASSESSED BY PMS DUNE RENTALS AND I AGREE TO NOT DISPUTE THEM AS VERIFIED BY MY SIGNATURE BELOW. I AGREE TO A \$75 SURCHARGE IF ANY OF THE CHARGES DO NOT GO THROUGH FOR ANY REASON.

I AGREE THAT REPAIR PRICES ARE NON-NEGOTIABLE. I AGREE TO BEING CHARGED THE DAMAGE DEPOSIT AMOUNT (\$6000) OR, MSRP OF MACHINE RENTED, AMOUNT ONCE THE MACHINE IS DAMAGED AND BEFORE I LEAVE PMS DUNE RENTALS LOCATION. IT IS PMS DUNE RENTALS DECISION ABOUT WHAT AMOUNT I WILL BE CHARGED AND I AGREE AND ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE BEFORE MY RENTAL PERIOD ABOUT THESE AMOUNTS AND THE POSSIBILITIES OF ME BEING CHARGED EITHER OF THEM. I AGREE TO BEING CHARGED MANUFACTURER RETAIL PRICES (MSRP) AND \$120/HOUR FOR LABOR/TOWING WHEN REPAIRING OR TOWING THE MACHINE AND PMS DUNE RENTALS WILL REFUND THE REMAINING BALANCE, IF THE AMOUNT DOES NOT EXCEED THE DAMAGE DEPOSIT AMOUNT (IF APPLICABLE). IF THE CHARGE DOES NOT GO THROUGH FOR ANY REASON, I AGREE TO A \$75 ADMINISTRATIVE FEE PLUS ANY OTHER CHARGES. I AGREE IT IS MY RESPONSIBILITY TO MAKE SURE THE DAMAGE DEPOSIT IS PAID BEFORE I LEAVE PMS DUNE RENTALS RENTAL LOCATIONS. *IT IS CONSIDERED THEFT IF RENTER LEAVES BEFORE DAMAGE DEPOSIT IS PAID AND THE POLICE WILL BE CALLED.*

I AGREE THAT PMS DUNE RENTALS GET TO DECIDE WHERE REPAIRS ARE DONE AND ASSESSED, AND THE REPAIRS WILL ONLY BE DONE BY WHO PMS DUNE RENTALS DECIDES ON. I ALSO AGREE TO ALL COSTS AND CHARGES THAT ARISE OUT OF THIS RENTAL CONTRACT SUCH AS LOSS OF USE CHARGES, TOWING CHARGES, DIMINISHED VALUE CHARGES, ETC.

I AGREE TO NOT TURN OFF/DELETE/TAMPER/MOVE THE GoPro CAMERA (IF EQUIPPED) AND BY DOING SO WILL RESULT IN A \$500 CHARGE. NO EXCEPTIONS

I HAVE READ AND UNDERSTAND THE STATEMENT OF UNDERSTANDING AS EVIDENCED BY MY SIGNATURE BELOW AND I AGREE TO ALL THE TERMS AND CONDITIONS.

SIGNATURE

Date

PMS

DUNE RENTALS



Name: _____

ATV: _____

Check out date: _____

Return date: _____



Check Out	Description	Check In	Check Out	Description	Check In
	Tires			Plastic Condition	
	Rims			Axle	
	Flag			Shocks	
	Frame			Under Carriage	
	Roll bar			Other	
	Steering Wheel			Other	
	Nets/Doors				
	Fender Flares				

I have visually inspected this machine at the time of **check out** and agree to its condition as marked above.
I have listened to and understand the verbal orientation and I assume all risk or riding the rental machine.

Renters signature: _____

Date: _____



Name: _____

RZR: _____

Check out date: _____

Return Date: _____



Check Out	Description	Check In
	Tires	
	Rims	
	Flag	
	Frame	
	Roll bar	
	Steering Wheel	
	Nets/Doors	
	Fender Flares	

Check Out	Description	Check In
	Plastic Condition	
	Axle	
	Seat Condition	
	Tie Rods	
	Shocks	
	Under Carriage	
	Other	
	Other	

I have visually inspected this machine at the time of **check out** and agree to its condition as marked above.

I have listened to and understand the verbal orientation. I assume all risk of riding and operating the rental machine

Lessee's signature: _____

Date: _____



Example Charges.

Rollover Fee: \$300

Broken Belt: \$150

Flag: \$30

Retrieval of Machine/Towing: Renters Responsibility For Cost.

Damage Deposit Amount (\$6,000) or Manufacturers Suggested Retail Price of the machine(s) is charged if any damage is done. PMS Dune Rentals will refund any amount that does not go over the Damage Deposit Amount IF APPLICABLE. I understand it is my responsibility to make sure the damage deposit is paid before I leave PMS Dune Rentals location(s). If not, the police will be called and charges will be filed. I agree to not dispute this charge with my credit card company as I understand it is for damages and all other charges, as outlined in this contract, that I caused during my rental period and I agree to not dispute any charges with my credit card company as outlined in the terms and conditions of this contract.

Lost Days Rental: \$450-\$1100 Per Day Depending On Machine.

Sign: _____

Date: _____.