

**Pembinе Equipment Rentals, LLC
RENTAL AGREEMENT**

Unit ID	Unit \$ Value \$	Unit VIN	Rental Dates _____ to _____	
Customer Information				
Name			DL Number	
Address			Age	Phone Number
Place of Employment			Phone Number	
Payment Information				
Credit Card Number		Exp. Date	CCV Code	Billing Zip
Contractual Agreement				
Check Out By		Check In By	Daily Rental Rate	
Date/Time Out		Date/Time In	Days Rented	
\$50.00 NONREFUNDABLE Deposit to _____ Hold Date _____ Security Deposit \$1,750.00 _____ Pickup and Delivery Charge \$2.50/mile _____ Additional Equipment Charge _____			Subtotal _____ 5.5% Tax _____ Total _____ Paid _____ Balance Due _____	
Security deposit is 100% refundable if unit is returned on time and without damage. Damages will be deducted from security deposit and remaining balance will be refunded.				
\$150 Cleaning Fee is charged if unit is returned EXCESSIVELY DIRTY.				

I, _____ have read and understand section one through section six of the below agreement and agree/acknowledge/accept without any changes these sections, further I agree/acknowledge/accept that the above information I have provided is true and acknowledge and accept the charges/fees outlined in this agreement.

Signature	Date
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**SECTION ONE - RELEASE AND WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT ACCEPTANCE OF RESPONSIBILITY
ACKNOWLEDGEMENT OF RISKS AND DANGERS**

In consideration of the lease of rented equipment from Pembinе Equipment Rentals, LLC, Lessor, the undersigned Customer hereby agrees as follows:

DANGERS AND RISKS: Customer hereby acknowledges that there are serious dangers and risk of serious and fatal injury in the use of the leased equipment. Personal injury and property damage, loss to customer, passengers, and others in the vicinity of the leased equipment is a real possibility if the equipment is used inappropriately. Customer acknowledges and understands the risk of serious bodily harm and injury to himself and others as a result of use of the leased equipment. Personal injuries and damages can include, but are not limited to broken bones, serious vital organ damage, brain injury, paralysis, and death. **ACKNOWLEDGMENT OF RISK:** Customer understands that this Release and Waiver of Liability Indemnification Agreement are material conditions and part of this lease. Lessor will not lease the rental equipment to Customer in the event this Agreement is not signed. **WAIVER AND RELEASE OF RIGHT TO SUE:** Customer hereby waives, releases, relinquishes, and forever gives up his right to sue Pembinе Equipment Rentals, LLC its members, directors, officers, managers, employees and agents for any and all liability or damages that may arise in any manner from use by Customer of the leased equipment. Customer waives, releases, relinquishes and gives up any and all claims, causes of action, losses, damages, consequential damages, exemplary or punitive damages, or any expenses whatsoever that may arise out of or be in connection with, result from, or in any manner relate to Customer's lease, use activities or operation of the leased rental equipment. Customer waiver, relinquishment and giving up of such rights includes any and all claims, known or unknown, foreseen or unforeseen, bodily injuries, psychological injuries, personal injuries, death, property damage of any kind whatsoever, and any and all other types of loss or damage whether occurring prior to, during, or after operation or the use of the rental equipment. This Release and Waiver of Liability is intended and does operate as a total and complete waiver and release of Pembinе Equipment Rentals, LLC. **ACKNOWLEDGEMENT OF DANGER AND CONTRACTUAL ASSUMPTION OF RISK:** Customer acknowledges the dangers inherent with the operation of motorized equipment capable of rapidly accelerating and being used in conditions of snow, ice, mud, dust, dirt, trails with trees, rocks, or other obstacles. Customer acknowledges such risks, assumes all responsibility and liability whatsoever arising out of use or operation of the rental equipment and agrees to operate the machine in a safe manner to avoid, limit and preclude injuries and damages to Customer and others. Customer waives, releases and relinquishes any claims of responsibility or Pembinе Equipment Rental, LLC, its officers, members, managers, employees and agents for any injuries, claims, liabilities or damages whatsoever arising out of or in any way connected with the use, rental or operation of the equipment. **INDEMNIFICATION:** Customer hereby agrees to and does indemnify, defend, and hold harmless Pembinе Equipment Rentals, LLC, its members, directors, officers, managers, employees and agents from any and all losses, injuries, including death, damages, costs and liability including actual attorney fees, interest, court costs which the Customer may incur due to the use or operation of the rental equipment. **ACKNOWLEDGEMENT AND UNDERSTANDING:** Customer hereby acknowledges that he has read and understands this Agreement and all associated documents related to the rental of such equipment. Customer acknowledges that he/she has had the opportunity to ask questions of Pembinе Equipment Rentals, LLC and have all questions answered in advance of rental of the equipment, including questions related to the operation of such equipment and all rental documents. Customer understands this Agreement and expressly agrees that this Agreement is intended to preclude, bar, and prevent Customer from pursuing a legal action against Pembinе Equipment Rentals, LLC in the event of injury or damage to Customer or others. This Agreement is signed voluntarily, after full opportunity to read and consider its terms and have questions answered. **ASSUMPTION OF LIABILITY BY CUSTOMER:** Customer agrees that they shall assume full responsibility and liability for any and all bodily injury, personal injury, damages, death, property damage or any other types of loss or damages. **ENTIRE AGREEMENT:** This Agreement and related documents including and contain the entire agreement of the parties. They together supersede and other agreements between the parties, none of the prior or contemporaneous negotiations, preliminary drafts, or versions of the agreement not stated in this document shall be used to construe or affect the validity of the Agreement. Neither party has agreed to or relied on any verbal or written representations, inducements, or conditions not stated in the Agreement. This Release and Waiver of Liability is intended to be part of and a material condition to the Pembinе Equipment Rentals, LLC rental agreement.

Initial to Agree/Acknowledge/Accept

Section One _____	Section Three _____	Section Five _____
Section Two _____	Section Four _____	Section Six _____

SECTION TWO - COLLISION AGREEMENT/WAIVER FORM

I, Customer, understand, acknowledge and agree that by entering this rental Agreement I am responsible for any and all damage to the rental unit regardless of the cause. In the event I allow an unauthorized user or driver to use the rental machine, I remain responsible along with the unauthorized driver of the machine for any and all damage to the rental unit.

Customer Liability Responsibility for Damage to Rental Unit

1. Reasonable repair costs or fair market value of the rental unit, whichever is less.
2. Actual towing and associated costs with retrieving rental unit.
3. Rental loss due to unit being out of commission for reserved days.

Customer Responsibility/Liability for Injury and Damages

4. Customer acknowledges that they are responsible for all damages as a result of rental or operation of the rental unit including but not limited to:
 - a. All damages caused by Customer or any authorized driver negligently, recklessly, willfully or wantonly, or through any intentional act or misconduct.
 - b. Damages occurring while Customer or any authorized driver operates the rental unit under the influence of any intoxicant or drug as described by state or federal law.
 - c. Damages occurring while Customer or any authorized driver operates the rental unit in a race, speed or endurance contest.
 - d. Damages occurring while Customer or any authorized driver is using or has directed another to use the rental unit in the commission of any crime as defined by state law.
 - e. Damages occurring while Customer or any authorized driver uses the rental unit to carry persons (unless specifically designed to do so) or used as transportation for hire.
 - f. Damages occurring while Customer or any authorized driver is using the rental unit outside the United States, unless such use is preauthorized by the Rental Agreement.
 - g. Damages occurring while the rental unit is operated on surfaces not intended for use by the rental including highways, waterways, frozen lakes, ponds or streams, trails not designed for the rental unit use, etc.
 - h. Damage from Customer or authorized driver providing misleading or false information in order to rent the unit.
 - i. Customer or authorized driver operating the rental unit under circumstances where an accident occurs and Customer or authorized driver fails to promptly report to Pembine Equipment Rentals, LLC at 715-324-5590 and local or state police the accident resulting in damage to the rental unit.
 - j. Customer allowing directly or negligently, a person under the age of 21 to operate the rental unit.
 - k. Partial or total submersion of the rental unit in water, Customer will be responsible for full replacement of the unit.
5. Customer shall report any and all damage that occurs to the rental unit to the local or state police department or DNR. Customer shall provide a copy of the report to Pembine Equipment Rentals, LLC, upon return of the rental unit. They will also call 715-324-5590 to report it to Pembine Equipment Rentals, LLC.

SECTION THREE - UNIT AND OPERATOR CHECK LIST

Customer acknowledges by initialing this page that all of the following have been explained in detail and customer shall comply:

1. Unit Controls. Capabilities, characteristics and limitations of rental unit. Use key controls: throttle, brake, lights, kill switch, hand/thumb warmers, choke and winch. **2.** Select and use suitable protective clothing. Customer understands that temperature, precipitation, wind chill and other factors must be considered in clothing selection and wear. Layering of suitable undergarments for warmth, comfort and moisture release. Need for helmet, suit, eye protection based on rental unit features, characteristics, weather and conditions. Suitable mitts/gloves, boots, socks, face mask, sunglasses based on current or anticipated potential conditions. **3.** Know applicable Rules and Regulations. Understand and commit to courteous, safe, responsible riding behaviors. Possess required operator's license or endorsement as necessary. Possess required vehicle registration and/or trail permit, Know and understand state and local rules and regulations pertaining to snowmobile, 4-wheeler or UTV rental unit operations. **4.** Safely start, operate and control unit. Pre-operation check of the vehicle and immediate operation area. Safely start, monitor and shut down unit engine by Customer. Demonstrate ability to control unit's speed, direction, braking and handling. Demonstrate basic hand signals and compliance with regulatory signage. Hand signal/operation instructions. **5.** Maintain, troubleshoot and secure the unit. Customer shall perform routine unit maintenance including gasoline and oil injection replenishment. Understand basic troubleshooting such as drive belt and spark plug replacement. Understand how to secure the unit by key removal and properly protocol for parking. **6.** Identify and select appropriate unit use opportunities. Know the general extent and nature of unit trail systems. Know the general extent and nature of off-trail or cross-country unit opportunities in the area. Understand area closures and restrictions and their purpose. Maps reviewed and provided to customer. **7.** Use communication and travel aids. Understand and be able to use maps to assist in effective machine travel. Understand directional and informational signage. Know the availability of weather reports, trail conditions reports, information boards, etc. Know the importance of leaving anticipated destination and return time information. Recommendation regarding cell phone and weather radio provided to customer. **8.** Understand and manage potential risks and impacts. Understand the risks that may be encountered while operating the unit including weather, speed, cold, wind chill, hypothermia, snow or rain conditions, anticipated weather change, injury, damage, survival skills. Understand available resources and strategies for coping with common risks including gas stations, restaurants, hotels/motels, DNR, police, survival skills or other emergency coverage. Know the coverage requirements, and options for unit damage and personal liability insurance. Know the potential environment impacts and how to minimize or prevent impact.

SECTION FOUR - CUSTOMER BY SIGNING THE FOLLOWING UNDERSTANDS AND AGREES

1. RENTAL PERIOD: The rental period shall be listed in the customer information section and based on a set amount of hours beginning with the removal of the unit from Pembine Equipment Rentals, LLC. For each half hour past that period the rental rate shall be \$200.00 per 30 minutes. **2.** Understanding operation of the machine: I, customer, have been instructed on and completely understand how to operate this machine. All of my questions have been answered. **3.** Throttle and safety switches: I will check the throttle mechanism and all safety switches each time before operating this machine. If not properly working, I shall not operate the machine. **4.** Fuel and oil: I agree that the unit was rented with a FULL tank of premium gas and I will return the machine with a FULL tank of premium gas. There shall be a \$70 charge for machines not returned to Pembine Equipment Rentals, LLC without a FULL tank of gas. **5.** NO repairs: I agree that no repairs shall be done to the machine without the prior consent of Pembine Equipment Rentals, LLC. **6.** Protective Clothing and Equipment: I agree to wear appropriate protective clothing and equipment while operating the machine and further agree that all passengers will do the same. **7.** No alcohol/drugs: I agree that I shall not consume alcohol or drugs at any time during this lease and rental. **8.** Breakdown: In the event of a breakdown, it is the Customer's responsibility to get the rental unit to a place accessible by truck so Pembine Equipment Rentals, LLC can pick it up. **9.** NO racing/Jumping: I agree to not engage in any competitive sporting events such as racing, jumping, mud running, off road trail racing. **10.** Condition of rental unit: I agree to return the rental unit in the same condition as when rented. Reasonable and normal wear will be determined by Pembine Equipment Rentals, LLC. Prior damage will be listed. \$150 cleaning fee will be charged for excessive mud/dirt. **11.** Damage to unit: I will pay for any damages done to machine regardless of reason. This includes parts, labor and loss of rental days. **12.** Responsibility for injury and damage: I understand that I (Customer) am fully responsible for any injury to persons or property including myself or others as well as damage to the machine. **13. INSURANCE:** I understand that all damages are my total responsibility. I agree to pay for all damages upon return of the machine. I agreed to a hold on my credit card and if damages occur this will be applied to the estimate and repair. **14.** I, Customer have filled out and agree with listings on the checkout form, I, Customer agree that any damage that is not listed and is found at check in is my responsibility. **15.** I, Customer have been given instructions in case of an accident or medical emergency to call the police/911 and Pembine Equipment Rentals, LLC at 715-324-5590 to report the emergency. **16.** Rental Documents: All documents executed by Customer shall collectively constitute the Rental Agreement between Pembine Equipment Rentals, LLC and Customer.

SECTION FIVE - CUSTOMER ACKNOWLEDGMENT

I, Customer, acknowledge that I was born before January 1, 1988 for ATV/UTV and born before January 1, 1984 for snowmobile rentals or have obtained my ATV/Snowmobile or applicable course permit.

SECTION SIX - AUTHORIZATION OF CHARGES TO CREDIT CARD

By signing this Collision Agreement Waiver Form and the Rental Agreement, Release and Waiver of Liability Indemnification Agreement, I fully understand, acknowledge and agree that Pembine Equipment Rentals, LLC has the right and shall charge my credit card for any and all costs associated with the Rental Agreement, this collision Agreement Waiver Form, and the Release and Waiver of Liability Indemnification Agreement, including but not limited to any and all damages, fuel and oil charges, service fee, towing or recovery fee, repair costs, loss of rental costs, and any other consequential damages as a result of my entering into the above Agreements.