

# PETIT RIDES

## **SNOWMOBILE RENTAL & HOLD HARMLESS AGREEMENT**

This rental agreement is made effective between Petit Rides LLC and the renter whose signature is on this agreement.

**Petit Rides** reserves the right to cancel this rental agreement due to inclement or impending weather. Rental fees will be prorated based on the time used. Petit Rides ability to provide a rental snowmobile, if reserved, is contingent upon and subject to the return of the unit by the previous lessee.

**Renter** acknowledges he/she has carefully examined the snowmobiles, is encouraged to take pictures of the snowmobile before leaving the property, and finds it suitable for the rental, and that other equipment is in suitable and acceptable condition: that he/she will maintain both snowmobile and equipment in a safe, dependable condition while in his/her custody.

**Renter** assumes full responsibility for the snowmobile(s). In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental snowmobile, renter will immediately report it to Petit Rides. Continued use of the rental snowmobile shall be entirely at the renter's risk.

**Renter** shall pay a \$1000.00 security deposit with a valid credit card at the time this rental agreement is signed for each snowmobile rented. This deposit will be credited back to the Lessee upon termination of their rental agreement, less any expenses incurred to retrieve the snowmobile and/or repair damage caused to the snowmobile by the Lessee or anyone else during the rental period. Should the damages exceed the damage deposit, Renter agrees to make payment in full immediately upon Petit Rides presentation of an itemized repair bill, including lost rental time. This security deposit shall not bear interest.

**Renter** certifies that he/she understands the rules and regulations for the safe operation of snowmobiles. In addition, Renter certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of their snowmobile,. Furthermore, Renter certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

**Renter** acknowledges his/her responsibility for the safe and proper operation of the snowmobile(S); and for the safety and welfare of other snowmobile operators and persons.

It is **AGREED AND UNDERSTOOD** by Renter that Petit Rides shall not be held liable for damages, inconvenience, or time lost, caused by accident, breakdown, or malfunction of the rental snowmobile(s).

**Renter** further agrees to indemnify and hold harmless from, and against any and all claims for loss of/or damage to property or injury to persons (including death) resulting through the use, operation or possession or the rental snowmobiles(s). Renter further agrees to hold Petit Rides harmless should loss or damages occur to any of the Renters personal property while carried in, or on, the rental snowmobile(s), including loss or damage caused by malfunction or theft.

**Renter agrees not to use, nor to permit the use of the snowmobile(s):**

- **Anywhere but on designated snowmobile trails in the State of Wisconsin**
- **For any unlawful purpose**
- **In a careless manner**
- **By any other person not the signatory of this agreement**

**RISK OF LOSS OR DAMAGE:** Renter is encouraged to take their own pictures of the rental machine(s) before leaving the premises. Pictures must show date and time the picture was taken. Renter assumes all risks of loss or damage to the snowmobile(s) and equipment from any cause, and agrees to return the snowmobile(s) in the condition received from Petit Rides, with the exception of normal wear and tear. The renter agrees to return the snowmobile(s) on or before the expiration of the rental period in the new condition it is in now except as detailed on the inspection sheet referenced above. If a snowmobile is damaged or lost, Petit Rides shall have the option of requiring Renter to restore it to good working order, or replace it with a like snowmobile in good repair.

**DAMAGE AGREEMENT FEE, DAMAGE PREMIUMS AND DEDUCTIBLES:** I understand that I am being provided with a \$5,000 deductible equipment damage coverage which covers damage to the equipment only, and I

am responsible for a damage deductible of \$5,000. [REDACTED] \$5,000 - \$15.00 per-day, per-rental Damage coverage Fee. I understand that if I have personal insurance that will cover my rental machine for the time rented that I can have my insurance company call Petit Rides at 715-466-4377, and then have them fax proof of coverage to 715-466-4321, and I will not be charged a \$15.00 Damage Coverage Fee.

**LIABILITY AND INDEMNITY:** Renter hereby agrees to bind him/herself, their heirs, personal representatives and assigns and release and discharge Petit Rides, its owners, employees, agents, and assigns from any and all claims, loss, costs, damages, expenses, actions, judgements, and attorneys fees, which Renter or Renter's heirs, personal representatives, or assigns may have against Petit Rides, its owners, employees, agents, and assigns. Further, Renter agrees to defend, indemnify, and hold harmless, Petit Rides, its owners, employees, agents, and assigns from all claims, damages, demands, costs, losses, expenses, actions, and judgements which are created by or arise out of Renter's operation of the snowmobile during the rental period. Renter agrees to pay all claims brought by third parties resulting from the operation and/or use of the snowmobile(s) during the rental period.

**RENTER** expressly agrees to indemnify and hold harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Petit Rides, including expenses incurred in collection with attempting to collect delinquent rent and in the event of suit by Renter to recover position of said property and/or to enforce any of the terms, conditions, and /or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the Petit Rides business.

**RENTER** agrees to return the snowmobile with a full tank of gas. If not returned full, Renter will be assessed a \$30.00 fueling fee. Should any term or condition of this Rental Agreement be held void or unenforceable, that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

## **HOLD HARMLESS AGREEMENT**

**(Please initial each line)**

[REDACTED] All machines have a full tank of gas and must be returned with the same or you will be charged a \$30.00 fueling fee plus the cost of gas. (91 Octane)

- [REDACTED] 1. I agree that a day is considered 10AM to 9AM the following day.
- [REDACTED] 2. I agree to return the SNOWMOBILE(s) in the same condition as when taken out except for normal wear or prior damage as listed.
- [REDACTED] 3. I agree that I am 21 years of age and have a valid driver's license.
- [REDACTED] 4. I agree to pay in full for any and all damages incurred to the SNOWMOBILE(s) while I am renting it/them.
- [REDACTED] 5. I agree to pay for a new belt in the case that I cause unusual or excessive wear of it.
- [REDACTED] 6. I agree to wear protective equipment including, but not limited to; helmet, face shield, etc., while operating the SNOWMOBILE(s) and further agree that any passenger will do the same.
- [REDACTED] 7. I agree not to let any other person operate the SNOWMOBILE(s) during the rental period.
- [REDACTED] 8. I agree and understand that there are risks associated with SNOWMOBILE riding and agree to take responsibility for those risks.
- [REDACTED] 9. I agree that PETIT RIDES, LLC is not liable for damage to property of others and is not liable for injury to myself or to others while the SNOWMOBILE(s) is/are in my care.
- [REDACTED] 10. I understand I will be charged if the SNOWMOBILE(s) must be picked up because of damage/wreckage.
- [REDACTED] 11. I agree to stay off all unmarked or private property unless marked by SNOWMOBILE trail signs.
- [REDACTED] 12. I agree not to operate rental SNOWMOBILE(s) under the influence of alcohol or drugs (in accordance with state and federal laws).
- [REDACTED] 13. I agree to ride only on marked trails.

14. I agree to pay \$100.00 for a replacement key in the case that I lose my key.

15. I agree that no refund will be issued for early return of rental(s).

16. I agree to pay a \$30.00 per hour late charge if not returned on time.

**Please sign # 17**

17. I agree to and fully understand ALL of the above terms and conditions.

**THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN RENTER AND PETIT RIDES AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.**

**PETIT RIDES STAFF:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RENTER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RENTER ADDRESS:** \_\_\_\_\_

**DRIVER'S LICENSE #:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_

### **RENTER / OPERATOR / PARENT / ADDITIONAL RIDER**

**Parental consent, I** \_\_\_\_\_ **am** the parent or legal guardian of the minor(s) identified below. I hereby consent that the above snowmobile and equipment that I obtained from Petit Rides, LLC are to be used and operated by me to transport minors in accordance with the terms and conditions of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement. I understand that I/We have read the Rental Agreement and Hold Harmless Agreement and understand the contents of this document. I/We execute it voluntarily in good faith and with full knowledge of its significance.

\_\_\_\_\_ / \_\_\_\_\_   
Print Name Age Signature

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Print Name Age Signature

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