

The Toy Shop of Eagle River

This rental agreement is made effective between The Toy Shop of Eagle River (Lessor) and _____ (Lessee) and states the agreement of the parties as follows:

Rental period: From _____ through _____

Snowmobiles rented: _____

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

Lessee acknowledges he/she has carefully examined the snowmobile(s) and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both snowmobile(s) and equipment in a safe, dependable condition while in his/her custody.

Lessee 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, Lessee will immediately report same to Lessor. Continued use of the rental snowmobile shall be entirely at the Lessee's risk.

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

Lessee certifies that he/she understands the rules and regulations for the safe operation of snowmobiles. In addition, Lessee 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 this snowmobile. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

Lessee 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** Lessee that Lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rental snowmobile(s).

Lessee further agrees to indemnify and hold Lessor 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 of the rental snowmobile(s). Lessee further agrees to hold Lessor harmless should loss or damages occur to any of Lessee's personal property while carried in, or on, the rental snowmobile(s), including loss or damage caused by malfunction or theft.

Lessee agrees not to use, nor permit the use of the rental snowmobile(s):

- anywhere but on designated snowmobile trails in the State of Wisconsin;
- for any unlawful purpose;
- in a careless or negligent manner;
- by any other person not the signatory of this agreement.

RISK OF LOSS OR DAMAGE: Lessee 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 Lessor, with the exception of normal wear and tear. Lessee agrees to return this 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, Lessor shall have the option of requiring Lessee to restore it to good working order, or replace it with a like snowmobile in good repair.

LIABILITY AND INDEMINITY: Lessee hereby agrees to bind him/her self, their personal representatives and assigns and release and discharge Lessor, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments, and attorney fees, which Lessee or Lessee's heirs, personal representatives or assigns may have, or claim to have against Lessor, its owners, employees, agents, and assigns. Further, Lessee hereby agrees to defend, indemnify and hold harmless, Lessor, its owners, employees, agents and assigns from all claims, damages, demands costs, losses, expenses, actions and judgments, which are created by or arise out Lessee's operation of the snowmobile during the rental period. Lessee agrees to pay all

claims brought by third parties resulting from the operation and/or use of the snowmobile(s) during the rental period.

LESSEE expressly agrees to indemnify and hold Lessor 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 Lessor, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Lessor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood that venue of any action hereunder shall be in the county of the Lessor.

LESSEE agrees to return the snowmobile with a full tank of gas. If not returned full, Lessee will be assessed a \$35.00 fueling fee Plus fuel.

Should any term or condition of this Rental Agreement be held void or unenforceable, then 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.

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

RETAINED DEPOSIT AMOUNT \$ _____

LESSOR: _____

LESSEE: (please print) _____

Signature: _____

Date: _____

Driver's License # _____

Address: _____

Date of Birth: ____/____/____

Credit card info _____ Exp ____/____ SID _____