

SIDE BY SIDE RENTAL AGREEMENT

This rental agreement is made effective between Wasatch Back Rentals, LLC, a Utah limited liability company as the first part (collectively "Lessor" or "Wasatch Back Rentals, LLC") and The parties agree as follows:

All riders, passengers (if any) and third parties participating in the use of rented side-by-side must sign the Wasatch Back Rentals, LLC Liability Release and Waiver.

1. Failure to return side-by-side(s) on or before the return date and time will result in a late fee of \$25.00 per hour per side-by-side. LESSOR is authorized to charge Lessee's credit/debit card for all charges, including, but not limited to, rental fees, fueling fees, damages.

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

3. **Lessee** assumes full responsibility for damages to the side-by-side(s). In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental side-by-side, Lessee will immediately report same to Lessor. Continued use of the rental side-by-side shall be entirely at the Lessee's risk, including, without limit, increased damages due to continued use of malfunctioning snowmobile.

4. **RISK OF LOSS OR DAMAGE:** **Lessee** assumes all risks of loss or damage to the side-by-side(s), equipment, his or her person, and third parties from any cause whatsoever, regardless of fault and regardless of negligence by Lessor, and agrees to return the side-by-side(s) in the condition received from Lessor, with the exception of normal wear and tear. Lessee agrees to return the side-by-side(s) on or before the expiration of the rental period in the new condition it is in now. If a side-by-side is damaged or lost, Lessor shall have the option of requiring Lessee to restore it to good working order, or purchase it at NADA's average retail price. **If a frame is bent in any fashion, the side-by-side(s) shall be considered a total loss and therefore Lessee shall be responsible for replacing of the side-by-side.** Lessee agrees to provide and Lessor may keep on file, a valid major credit card (VISA, Mastercard) to pay for damages to any side-by-side or other equipment rented at the time this rental agreement is executed. This credit card may be immediately charged by Lessor as compensation for damages caused to the side-by-side or other equipment by the Lessee or anyone else during the period contemplated by this Agreement. Lessor may charge the credit card and lessee agrees to such payment in full and immediately (or, at Lessor's discretion, at such time as an estimate is obtained from a repair facility) without contesting such charges, and such damages shall **include, but are not limited to last rental time. Lessee expressly agrees that Lessor may charge the card on file for any and all damages without presentation or notice to Lessee.**

5. **Lessee** acknowledges his/her responsibility for the safe and proper operation of the side-by-side(s); and for the safety and welfare of other side-by-side operators and persons. Lessee certifies that he/she understands the rules and regulations for the safe operation of side-by-side. In addition, Lessee certifies that he/she are 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 the side-by-side and that he/she understands how to safely operate the side-by-side(s). 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 agrees not to use, nor permit the use of the rental side-by-side(s): 1) For any unlawful purpose; 2) In a careless or negligent manner; 3) By any other person not the signatory of this agreement.

6. **Lessor** reserves the right to cancel this rental agreement at any time and in its sole discretion, including, but not limited to, inclement weather or impending bad weather; however, Lessor is not responsible for any liability whatsoever, including, but not limited to, inclement and/or dangerous weather conditions. Lessor's ability to provide a rental side-by-side, if reserved, is contingent upon and subject to the return of the unit by the previous lessee.

Lessor shall not be held liable for any losses whatsoever, including, but not limited to, damages, inconvenience, rescue or time lost caused by accident, breakdown, or malfunction of the rental side-by-side(s).

7. **LIABILITY AND INDEMNITY:** Lessee hereby agrees to bind himself/herself, their personal representatives, heirs, successors and/or assigns and release and discharge Lessor, its owner(s), manager(s), officer(s), employee(s), agent(s) and assigns from any and all claims, loss, costs, liability(ies), damages, expenses, actions, judgments, and attorney fees, which Lessee or Lessee's heirs, personal representatives, successors, or assigns may have, or claim to have against Lessor, its owners, employees, agents, and assigns, even if caused by the negligence or other mistake of Lessor, whether willful or not. Further, Lessee hereby agrees to defend, indemnify and hold harmless, Lessor, its owner(s), manager(s), officer(s), employee(s), agent(s) 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 side-by-side during the use and/or possession of the side-by-side(s). Lessee agrees to pay all claims brought by third parties resulting from the operation and/or use of the side-by-side(s), regardless of any negligence or other action or inaction of Lessor. 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 side-by-side(s), including loss or damage caused by malfunction or theft.

8. **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 this rental contract by Lessor, including expenses incurred in collection or attempting to collect delinquent rent and/or damages, and in the event of action by Lessor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof.

9. **The parties and all participants in the side-by-side activity and/or activities relating whatsoever to the lease and/or rental of side-by-side from "Wasatch Back Rentals, LLC" shall submit to mandatory and binding arbitration for any and all controversies. The controversy(ies) will be settled by arbitration according to the Arbitration Rules of the American Arbitration Association. The arbitrator's judgment may be entered in any court having competent jurisdiction. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision.**

10. **Waiver of Jury Trial.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS HEREIN WILL INSTEAD BE SUBJECT TO MANDATORY ARBITRATION AND IF THEY CANNOT BE ARBITRATED. THEY WILL BE TRIED IN STATE A COURT IN DAVIS COUNTY, STATE OF UTAH BY A JUDGE SITTING WITHOUT A JURY.

11. **Lessor** shall not be liable, under any circumstance, for any consequential, incidental, punitive, comparative, contributive speculative, special damages whatsoever. Lessee shall specifically, and without limit, not be entitled to pain and suffering, loss of work, chiropractic and/or loss of consortium damages.

12. 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.

13. 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.

14. Lessee acknowledges and agrees to fully abide by the Side-by-Side Rental Policy, below.

15. Lessee attests that he/she and any and all persons that participate in activities in any way related to this Rental Agreement have thoroughly read, accepted and signed the Wasatch Back Rentals, LLC Liability Release and Waiver and agree to the terms therein.

I agree to the terms of this Rental Agreement and Lessor may charge my credit card as outlined above.

[signature]

LESSOR: Wasatch Back Rentals, LLC

Side-by-Side Rental Policy

“Wasatch Back Rentals, LLC” will only rent snowmobiles to persons 21 years of age or older. A valid driver’s license must be presented upon registration. A side-by-side will be assigned to the renter and a rental contract and a “Wasatch Back Rentals, LLC” Side-by-Side Release and Waiver must be completed before departing the drop site.

A \$50 deposit per machine per day is required before a side-by-side will be reserved for you. This deposit will be credited to the rental fee at the time of registration. This is a non-refundable deposit due to the limited season and the demand for side-by-side.

Weekends begin at 6:00 pm local time on Thursday. Please be aware of this when managing your schedule and rental fees.

All damage deposits must be made on a pre-authorization to charge a credit card at time of rental. This card will only be charged when the side-by-side is returned damaged, excepting normal wear and tear.

Damages to side-by-side(s) will be repaired by a factory authorized dealer of “Wasatch Back Rentals, LLC” choosing at their normal shop rates. Parts shall be factory OEM parts as charged by said dealer.

A representative of “Wasatch Back Rentals, LLC” and you will inspect each side-by-side prior to departure. An inspection sheet will be logged, and digital photos and/or videos are taken before each rental, these become part of your rental contract. Please be thorough, as you will be responsible for any damage found upon return.

Participants with heart, musculoskeletal, mental or mood disorders and/or who are pregnant and should not participate in side-by-side activities.

Side-by-side reservations cannot be made with a check, only cash or debit/credit cards are accepted.

The side-by-side(s) are presumed to be stolen or embezzled if not returned when due. In addition, if the side-by-side(s) is not timely returned to the pre-assigned address, the undersigned customers are subject to additional fees.

There is NO REFUND for early returns. Lessee agrees to keep each side-by-side(s) in a safe place while unattended.

"Wasatch Back Rentals, LLC" will deliver the side-by-side with an empty tank of gas it is expected that the "LESSEE" will only use premium grade gasoline when filling each side-by-side.

1. Always wear a helmet and proper side-by-side clothing (this includes the operator and any passenger).
2. Always wear your seatbelt (this includes the operator and any passenger).
3. Always check the throttle, brakes, and safety switches before operating. Get used to the feel of the throttle and brake controls, making sure each control works freely.
4. Treat the side-by-side(s) with respect at all times. Use proper premium grade fuel.
5. Note and follow warnings posted on the side-by-side(s).
6. Only ride the side-by-side on the roads, marked trail systems, and open areas designated ok for OHV(off highway vehicles).
7. Don't wear long scarves or any loose clothing, as it may get into moving parts of the side-by-side (s). Do not let any part of your body or clothing come in contact with the tires.
8. Do not check under the hood or any part of the side-by-side while the side-by-side is running.
9. Keep your feet on the running boards.
10. Negotiate narrow trails and slopes with caution. Drive at prudent and posted speeds only. Stay on right side of trail, using extreme caution when passing and cornering.
11. Don't "tailgate" or ride side-by-side with other side-by-sides or OHV's. Look and signal when stopping.
12. Don't attempt any stunts.
13. Before starting, make sure any passengers are seated.
14. Should you suspect that the side-by-side(s) become unsafe, immediately discontinue use and notify Wasatch Back Rentals, LLC so repairs can be made.
15. Do not drink alcoholic beverages while riding or operating the side-by-side(s) nor while under the influence of alcohol or any other drug impairing your ability to operate a motor vehicle.
16. Do not allow any other person to operate the side-by-side during the rental period, except those listed and approved on the rental agreement. Only people with a valid driver's license can operate the side-by-side(s).

17. Do not jump on or off the machine while the motor is running.

Cancellation Policy:

- Cancellations over 14 days are eligible for full refund, less \$10 processing fee per day per unit reserved.
- Cancellations between 7 and 14 days are eligible for the same refund ONLY if we are able to fill the reservation. If not, then a \$10.00 processing fee plus tax per day/per unit Reserved.
- Cancellations less than 7 days out receive NO REFUND.
- Cancellation 24 hours or less will be charged a full days Rental Rate. NO EXCEPTIONS.

On The Trails:

1. Rule Number One: Stay on the trail.
2. Pay attention to trail signs and always stop before crossing roads.
3. Your headlights will lead the way. Do not feel you need to race to “keep up”. Plan stops at each stop sign with your group. Drive defensively!
4. Keep to the right of the trail when riding, and when meeting oncoming traffic. Always be aware of hand signals of other traffic. If you are the lead rider in your group, gesture to each passing OHV(off highway vehicles) the number of riders in your group (using the fingers of your left hand, indicate how many riders are in your group). Subsequent riders should also indicate how many riders are behind him or her. The last rider in your group should hold up a clenched fist, letting oncoming traffic know when your group is clear.
5. When leaving the side-by-sides unattended, take the keys and helmet with you.
6. Never use a glove to clear debris from the windshield or the shield on your helmet. This will damage them (hence, the damage deposit requirement).

Before Departure:

1. Inspect the side-by-side one last time. You are responsible for ANY damage incurred while renting the side-by-side.
2. Verify that you have a copy of the rental contract and the inspection form.
3. If renting a trailer as well, secure the side-by-side, trailer, and hitch before departing.
4. Verify that the side-by-side has a full tank of gas.

Upon Returning:

1. Return all items used on the trip. You are responsible for lost items and will be charged accordingly.

2. Report any problems encountered or damage that occurred while the side-by-side was in your possession.

3. Review the side-by-side with the “Wasatch Back Rentals, LLC” representative. Final signoff on damage report will happen at this time. Keep this report. It will protect you should any damage claims be made against you.

SIDE-BY-SIDE CHECKLIST

All side-by-sides have digital pictures taken daily to show any damage.

- Renter understands how to start and to stop the side-by-side.
- Renter has been instructed and understands how to operate all controls on the side-by-side.
- Renter understands how to operate the throttle, brake and safety switches and will always check them before operating the side-by-side.
- Renter understands the capabilities, characteristics and limitations of the side-by-side they are renting.
- Renter will not check under the hood or any part of the side-by-side while it is running.
- Renter will not let any part of his/her body or clothing or that of a passenger, come into contact with the tires.
- Renter agrees to ride the side-by-side within their abilities at all times.
- Renter and any person riding on the side-by-side shall wear a helmet during operation.
- Renter agrees to not allow any unauthorized person to operate the side-by-side during the rental period.
- Renter agrees that he/she is not under the influence of alcohol or drugs and he/she will not use alcohol or drugs during the side-by-side rental period.
- Renter understands that any parts or damage to the side-by-side that require replacement or repair (including labor) will be done at the renter’s expense. This includes any lost rental time due to repairs.
- Renter agrees that all replacement or repairs will be done by a factory dealer chosen by “Wasatch Back Rentals, LLC”.
- Renter agrees to use proper premium grade fuel as instructed by “Wasatch Back Rentals, LLC”.
- Renter has a valid driver’s license issued by the State.
- Renter’s planned destination is and will let family or friends know if the destination changes.
- Renter understands the risks that may be encountered while operating the side-by-side. [initial]
- I have been instructed and fully understand how to properly operate the side-by-side I will be renting.

Dated: [date]