



## SECURITY DEPOSIT AND DAMAGE DISCLOSURE

Name: \_\_\_\_\_ Date of Birth: - - Driver's License #: \_\_\_\_\_ Cell #: - -

Other members of my party: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVS: \_\_\_\_\_

### **Check or Initial Each Line Highlighted Below**

I/we authorize the credit card listed above to be used as a damage/security deposit for each ATV/ side x side I/we rent. I/we are fully responsible for this ATV/ side x side and will pay for all broken, cracked, bent, ripped and missing pieces of my/ our ATV/ side x side if damaged while in my/ our possession. I/we will inspect the ATV's/ side x sides prior to riding them and note any previous damages on the "ATV/ Side x Side Checkout Form" during the pre-ride inspection. I am/ we are agreeing to pay for all damages today.

I/we understand that On The Trail Rentals **DOES NOT** offer any insurance for rental equipment. I am/ we are responsible for any damage I/we may cause to the equipment. I/we understand that ATV's and side x sides are expensive machines to repair/ replace. Costs of damage could easily exceed \$10,000.

If my / our ATV/ side x side is wrecked/damaged while in my/ our possession and determined by On The Trail Rentals staff to be a total loss and not worth repairing, I/we agree to pay full retail price plus tax for the ATV/ side x side.

I/we understand that there is ½ hour minimum labor charged to all damages. Labor rate is \$120 per hour. Labor rate is calculated using the Manufacturers Flat Rate Manual and multiplying by 1.3 I/we agree to pay the manufacture suggested retail price for parts.

If I/we need to be rescued or towed (for non-mechanical reasons) here will be a minimum \$120 rescue fee. This fee includes the 1<sup>st</sup> hour of rescue. Each additional hour will be billed at \$120 per hour. Average rescue is \$300 to \$400.

I/we understand that there will be a minimum 3 days "Loss of Rent" (not to exceed 14 days) charge for all major damages to ATVs/ side x sides caused by rollovers and collisions. Loss of Rent Rates are visibly posted. Average loss of rent is \$900- \$1200.

I/we understand that excessive mud and water cause ATVs/ side x sides to overheat and in some cases engine failure. I/we agree to pay a minimum \$25 as a cleaning fee for excessively muddy machines. In the event that my ATV/ side x side is non-operable because of excessive mud and water I/we agree to forfeit the remainder of my/ our rental and pay appropriate costs related to repairs, rescue, and loss of rent.

Included with each rental is a helmet. If I/we damage, lose, or blood contaminate the helmet(s), I/we authorize \$75 to be charged to my credit card listed above.

I/we agree to ride sober. We turn all alcohol and drug related issues over to the Grand County Sherriff. We have a ZERO tolerance policy. If we suspect any use, you will forfeit your rental and the entire amount of the rental.

I/we understand that On The Trail Rentals does NOT refund money for early returns on rentals.

I/we understand that there are additional charges if we do not return the ATV/ side x side back on time. Rental return times will be noted on the "ATV/ side x side Checkout Form". It is my/ our responsibility to know what time I am/ we are due to return. On The Trail Rentals bills \$20 for every 10 minutes late.

I/we understand that there is no way for On The Trail Rentals to predict or control trail conditions.

I/we understand that I am/ we are responsible for damages resulting from striking hazards along the trail such as rocks, stumps, trees, etc.

I/we understand that ATV's and side x sides are expensive machines, which can easily cost tens of thousands of dollars.

**\*\*BY SIGNING THIS DOCUMENT, I HAVE READ AND UNDERSTAND ALL POLICIES LISTED ABOVE AND AGREE TO ALL TERMS\*\***

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_