

Please print this contract and fill out before rental...



1.877.577.5877 | [www.actionrentals.net](http://www.actionrentals.net) | [actionsportrental@yahoo.com](mailto:actionsportrental@yahoo.com)

## SNOWMOBILE

### RENTERS CHECKLIST

- \_\_\_\_\_ I understand that proper clothing ie Boots, Pants, Top, Gloves, Goggles, Head cover or Helmet are necessary for safe Snowmobiling.
- \_\_\_\_\_ I understand that riding with the parking brake on will cause the snowmobile to catch fire, and I will be responsible.
- \_\_\_\_\_ All lights and brakes are operational and working properly.
- \_\_\_\_\_ I will ONLY allow persons 16 or older with a valid drivers license to operate this machine.
- \_\_\_\_\_ I will always check the throttle and safety switches BEFORE operating this machine.
- \_\_\_\_\_ If damages occur to this machine while in my possession I will pay for all damaged parts to be replaced with new parts.
- \_\_\_\_\_ All repairs will be done by an authorized mechanic or dealer.
- \_\_\_\_\_ I am familiar with and will obey all Washington State Laws & will be responsible for my actions.
- \_\_\_\_\_ I will not operate this vehicle under the influence of any drugs or alcohol, or allow anyone else to.
- \_\_\_\_\_ I am the designated renter and I am fully responsible for anyone I allow on this machine.
- \_\_\_\_\_ I have given a credit card number or cash deposit of \$\_\_\_\_\_ to be used for compensation of any damages and/or loss of income from damages I'm responsible for. Credit card # to be used \_\_\_\_\_
- \_\_\_\_\_ For my own safety I will stay on main roads and trails ONLY!!
- \_\_\_\_\_ I will leave a safe distance (100ft) between my sled and any other sled when following on trails.
- \_\_\_\_\_ I will not (or allow anyone) to jump on or off this machine while motor is running.
- \_\_\_\_\_ I will not allow any part of body or clothing to come in contact with the track ( for instance, tie long scarf's so they do not get caught in the track).
- \_\_\_\_\_ I have been instructed and fully understand how to properly operate the snowmobile I will be renting.
- \_\_\_\_\_ I agree that I (the renter) will be fully responsible for any damages or injury of any kind arising out of the operation of said snowmobile and I shall hold harmless and indemnify lessor, all land owners including neighboring land owners, the Nat'l Forest Service, Washington State Parks and all timber Co. against all such damages or injury claims or losses.
- \_\_\_\_\_ Any maps that may be provided are for illustration only and lessee will not be held responsible for any misprints or errors, or conditions of trails there on.
- \_\_\_\_\_ I will watch for hazards and stay to the right on trails especially when approaching a corner or blind area!

### CAUTION!!!

Many off trail excursions may have potentially dangerous areas, Please-stay on the MAIN trails ONLY!

**DAMAGES UPON RETURN (if any)**

Lessor and Lessee have inspected the equipment and determined (if any) damages to equipment and estimated costs. Note: estimated costs will be kept out of deposit. If deposit does not cover damages Lessor will pursue damage costs as stated in paragraphs #7 and #8.

I will ALWAYS ride safely and not engage or perform stunts, jumps, excessive speeds, or any unsafe behaviors. I will not ride on ANY frozen lakes or ponds no matter how safe it appears to be.

\_\_\_\_\_ I will not ride two people on a one person snowmobile..

\_\_\_\_\_ I the undersigned have read and agree to all things written of the Agreement.

List any defects on your snowmobile before you ride, any defects found and not listed you will be responsible for.

Renters Signature \_\_\_\_\_

Name \_\_\_\_\_ Credit Card \_\_\_\_\_

Address \_\_\_\_\_

Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Home Phone \_\_\_\_\_ Wk ph \_\_\_\_\_

Lic. Pl. # \_\_\_\_\_ Birthdate \_\_\_\_\_

Emergency Contact (name, address & phone number) \_\_\_\_\_

Date Rented \_\_\_\_\_ Time Rented \_\_\_\_\_ Time to be Returned \_\_\_\_\_ Actual Time \_\_\_\_\_

Rental Rate \ \$ \_\_\_\_\_ 4 hrs 1/2 day \ \$ \_\_\_\_\_ 8 hrs full day \ \$ \_\_\_\_\_ 24 hrs

Late Returns will be charged \$30.00 per hour.

# sleds rented \_\_\_\_\_ Model/Serial#'s of each sled, (located by right footrest)

Do you have any medical conditions that might inhibit your operation of a snowmobile? \_\_\_\_\_

Are you taking any medications? \_\_\_\_\_

if yes, what for \_\_\_\_\_

Snowmobiling can be dangerous and can cause death IF ANY of these safety tips are not followed, or reckless operation occurs.

I understand that if I use the parking brake located on the handle bars I will release it prior to driving again, or it may cause a fire, and I will be responsible for the cost of the snowmobile. I understand that riding on neighboring private property (trespassing) and/or reckless operation, excessive speed, Jumps stunts or showing off is strictly prohibited and will be punishable by termination of rental time. If violated your rental time

will be forfeited without refund. We do not allow pregnant women to be on the snowmobiles because of medical risks.

Initial \_\_\_\_\_

## **RENTAL CONTRACT TERMS AND CONDITIONS**

The lessor hereby rents to the Lessee, identified by his/her signature, the rental equipment described, subject to all of the terms and conditions of this contract. In consideration thereof, the Lessee acknowledges and agrees as follow:

\_\_\_\_1 INSPECTION. The lessee acknowledges having personally inspected the rental equipment prior to use, and finds it suitable for his/her needs and in good condition, that he/she understands its proper use and agrees to notify the Lessor of any defects. Lessee agrees to use the equipment only in accordance with the manufacturer's instructions within its rated capacity.

\_\_\_\_2 MALFUNCTIONING EQUIPMENT. If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify the Lessor immediately. Lessor will replace the equipment with similar equipment in good working order, if available.

\_\_\_\_3 WARRANTIES. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for the lessee's intended use or that it is free from defects. The Lessee agrees that the Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.

\_\_\_\_4 HOLD HARMLESS AGREEMENT. Lessee agrees to defend, indemnify, and hold harmless the Lessor, its subsidiaries, officers, agents, and employees, from and against all loss, liability, claim, actions, or expenses, including reasonable attorney fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons as a result of the use, possession, operation, or transportation of the equipment, or Lessee's failure to comply with the terms of this Agreement, except to the extent caused solely by the gross negligence or the intentional wrongful act of Lessor.

\_\_\_\_5 ASSIGNMENTS, SUBLEASES, AND LOANS OF EQUIPMENT. The lessee may not sublease or loan the equipment without the Lessor's written permission.

\_\_\_\_6 TIME AND RETURN AND LESSOR'S REMEDIES. The lessee's right to possession terminates on expiration of the rental period listed on the reverse side of this page, and retention of possession after this time constitutes a material breach of this contract. In case of Lessee's failure to return the equipment, or if Lessor deems itself insecure, Lessor may peaceably enter the premises where the equipment is located and render it inoperative or remove it with or without process of law and without any notice or liability to Lessee. Lessee will remain liable for the equipment or for any loss or injury to the equipment, notwithstanding the exercise of these remedies. The remedies provided herein in favor of Lessor are not exclusive but shall be cumulative and in addition to all of the remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively. The Lessor, in their own discretion, may report as stolen all personal property not returned at the time required per the stated terms of this contract or if conditions and circumstances indicate theft prior to that time.

\_\_\_\_7 DAMAGE OR LOST EQUIPMENT. The lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of cost, except reasonable wear and tear, while equipment is out of the possession of lessor. Equipment damage beyond repair will be paid for Lessee at its replacement cost, including down time and transportation costs, when rented. The Lessee is obligated to submit a copy of police report to the Lessor regarding all losses which occur by theft or mysterious disappearance.

\_\_\_\_8 COLLECTION COSTS. The lessee agrees to pay all reasonable collection costs, attorney fees and expenses, and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.

\_\_\_\_9 ACCIDENT NOTIFICATION. The lessee will immediately notify the Lessor in the event of any accident.

\_\_\_\_10 PROHIBITED USES. Use of the equipment under the following circumstances is prohibited and

constitutes a breach of this Agreement:

- a) Use for an illegal purpose or use in an illegal manner.
- b) Use when the property is in bad repair or is unsafe.
- c) Improper or unintended use or misuse, abuse or improper handling of the equipment.
- d) Use by another other than the Lessee, without the Lessor's written permission.
- e)Overloading, exceeding rated capacity, misuse, abuse or improper handling of the equipment.
- f) Use of the equipment in any race, test, or contest.
- g) Reckless, negligent, or abusive use, or use by Lessee (or with Lessee's permission) which intentionally damages the equipment.
- h) Use of the equipment in any fashion or manner for which it was not designed or which is beyond the manufacturer's rated capacity of the equipment.

USE OF THE EQUIPMENT IN ANY OF THE FOREGOING WAYS WILL RESULT IN A BREACH OF AGREEMENT.

\_\_\_\_11 LESSEE'S COMPLIANCE WITH LAW. Lessee will, at its own expense, comply with all federal, state, and local laws and regulations affecting the equipment and its use and operation.

\_\_\_\_12 ATTORNEY FEES. In the event of any act to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to attorney fees and costs in addition to all other costs and expenses allowed by law.

\_\_\_\_13 MERGER/MODIFICATION/SEVERABILITY. This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No change, modification or alteration of the terms hereof will be effective as against Lessor unless the same is in writing and signed by a duly authorized representative of Lessor. Lessee's execution of this Agreement and/or acceptance of delivery of any part of the equipment to be furnished hereunder shall constitute Lessee's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Lessee or contained in any of Lessee's documents that conflict with or limit in any way any of the terms and conditions contained herein. This Agreement shall be governed and construed in all respects by the laws of the State of Washington. Lessee consents to the exclusive forums for resolution of any disputed regarding this Agreement, or any claims for loss or damages arising therefrom. If any provision or any part of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this and the provisions of this Agreement are declared severable.

Renters Signature\_\_\_\_\_

List any defects found on your snowmobile before you ride, you will be responsible for any defects not listed.

Thank You.....

## **RENTAL POLICIES**

### Options to Rent:

1. If renter supplies own personal trailer, pick-up snowmobiles at a Tacoma, WA location must be done after reservations per contract requirements are met by phone or fax: Must have a damage deposit per contract and trailer must be in legal and road worthy after rentee inspection of trailer.
2. Delivery may be available to your area. Minimum 2 sleds per delivery, delivery charge, reservations required, restrictions apply, call for more info.
3. Snowmobile rental fees must be paid in advance by Checks, Money or Credit Cards to permit time for credit or bank approval. Payment can be mailed to: Action Rentals, 1723 So. Oakes, Tacoma, Wa. 98405.  
To reserve sleds, a 50% deposit is required. No refunds\*

**ARRIVE 30 MINUTES EARLY TO DO THE PAPERWORK SO YOU WILL HAVE YOUR FULL TIME TO RIDE.**

To rent our snowmobiles, you must be 21 years of age with a valid drivers license and a major credit card for possible damages to the sled.

\$1000.00 damage deposit is required. We need your credit card at time of reservation to clear authorization and deposit on rental.

Reservation need to be made ASAP to secure the Sled of your choice for the desired time of use.

Make checks payable to: Action Rentals, Prices subject to change without notice.

**E-Mail Address: [actionsportrental@yahoo.com](mailto:actionsportrental@yahoo.com)**