

ATSMB / Adventure Travel Sport Rentals Agreement Sportsmobile

This rental agreement ("Agreement") is made effective as of _____, by and between **ATSMB, Matt Alfermann, Gaylord Thompson and Crystal Thompson**. ("Company") and _____ ("Renter"). The parties agree as follows:

VEHICLE: Company, in consideration of the rental payments provided in this agreement shall provide the recreational vehicle ("Vehicle") for use by the Renter.

Make:	Ford E-350
Model:	Sportsmobile EB 50
Year:	2014
Vehicle Identification Number:	1FDSS3ES1EDA04293
License plate	Colorado ATSMB

RENT: Rental rates are based on the Vehicle Rental Rate of

_____ night Rental at \$ _____ a night, \$ _____, Mileage allowance is set at 150 miles per day of rental. If at the end of your rental you have driven more then 150 miles per day, you will be charged \$0.50 per each additional mile driven, total miles is _____.

DURATION: The rental period shall be from _____ to _____. Renter must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, Renter remains responsible for the safety of, and any damage to, the Vehicle until we inspect it upon Company's next opening for business.

Estimated Total Vehicle Rental Rate for Renter \$ _____ this total includes a \$100.00 cleaning and cancellation deposit and 7.5% sales tax.

DEPOSIT: At the time of reservation you are required to pay for 50% of the rental rate, \$ _____.

• Any cancellation must be done so in writing 30 days prior to arrival date. You will be granted a 'raincheck' (amount paid of your deposit) good for one -year from arrival date (non-transferable and excluding holidays). The \$100 cancellation deposit however is forfeited and nonrefundable under any and all circumstances. A \$200 pet cleaning fee will be applied to all rentals with pets. Any cancellation within the 30 days will be a forfeiture of your entire deposit. The Balance of rental rate 50% \$ _____ is due and payable the first day of rental period. Acceptable payments are personal check, ACH deposit, cashiers check, credit card using square account a 3% fee will be applied.

CHARGES: Renter agrees to pay Company based on the Rental Rate, or the appropriate government authorities, on demand for all charges due Company under this Agreement, including but not limited to:

- a) Time and mileage for the period during which Renter keeps the Vehicle, or a mileage charged based on our experience if the odometer or its seal is damaged, tampered with or disconnected.
- b) Charges for optional products or services Renter elects to purchase.
- c) Fuel, if Renter returns the Vehicle with less fuel than when rented.

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- d) Loss of, or damage to, the Vehicle which includes the cost of repair, or the actual cash value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, or if we elect not to repair the Vehicle, plus an administrative expense incurred in processing the claim
- e) Cleaning cost if the Vehicle is not returned in the same condition rented.
- f) Actual expenses we incur in locating and recovering the Vehicle if Renter fails to return it or Company elects to repossess the Vehicle under the terms of this Agreement.

SECURITY DEPOSIT: A security deposit will be held in the amount of **\$2,500.00** dollars. Security deposit is due 15 days before rental period starts. The Company may use your deposit to pay any amounts owed to us under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by personal check or cashiers check. Deposit may be used to pay any amounts owed to us under this Agreement.

LIABILITY INSURANCE: Renter is responsible for all damage or loss you cause to others. Renter has provided us with an insurance binder indicating that Renter has vehicle liability, collision and comprehensive insurance covering Renter, Company, and Vehicle. Since Renter has auto liability insurance, Company provides no liability insurance. **Proof of insurance and a copy of drivers license of any drivers of the vehicle will be provided to ATSMB 15 days before the rental period starts.**

Supplemental Liability, Personal Accident and Personal Effects Insurance: Supplemental Liability Insurance is excess liability insurance that protects you and any authorized driver, as defined in the rental agreement, against third party automobile claims for bodily injury and property damage caused during permitted use of the rental vehicle. The rental agreement may provide some minimum protection for third party liability. This is available for an additional \$12.95 a day.

Accept _____ Decline _____

S.L.I. Provides you with the following benefits:

- When you accept S.L.I., The policy may provide you with excess coverage for the difference between that provided in your rental agreement (minimum requirement is the state financial responsibility mandated by the applicable insurance jurisdiction) and \$1,000,000. (\$300,000 for Motorcycles, ATV, Scooters)
- Property Damage limitation is \$50,000 on any claim and this limit is included in the liability limit of \$1,000,000. Policy limits are in excess of any/all valid and collectible underlying insurance.
- If there is any other valid and collectible insurance in effect (i.e. personal automobile liability coverage) then the available protection under S.L.I. Coverage would be reduced by the amount of the underlying insurance.

RENTAL, INDEMNITY, AND WARRANTIES: This Agreement is a contract for the rental of the Vehicle. We may repossess the Vehicle at Renter's expense without notice to Renter, if the Vehicle is abandoned or used in violation of law or this Agreement. Renter agrees to indemnify Company, defend Company and hold Company harmless from all claims, liability, cost and attorney fees incurred by Company resulting from, or arising out of, this rental and Renter's use of the Vehicle. We make no warranties, express, implied or apparent regarding the Vehicle, no warranty of merchantability, and no warranty that the vehicle is fit for a particular purpose.

RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for all damage to the Vehicle, missing equipment, and Company's administrative expenses connected with damage regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the

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Vehicle and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the Vehicle. Renter is responsible for damage due to vandalism not associated with theft of the Vehicle. Renter is responsible for all damage and will pay owner on demand for all missing equipment, loss or damage to the vehicle regardless of whether or not renter is at fault. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the Vehicle to us within 24 hours of occurrence.

RENTER ACKNOWLEDGES THAT COLLISION DAMAGE WAIVER IS NOT INSURANCE. If Renter violates any of the terms or conditions of this Rental Agreement or fails to call the police to the scene of a collision loss, Renter will be responsible for the full amount of damages, even if he or she has accepted and paid for Collision Damage Waiver. You must report all accidents involving the Vehicle to us within 24 hours of occurrence.

CLEANING AND RETURN: The Security Deposit becomes your Cleaning / Damage Deposit at time of your departure. This deposit is refunded providing the vehicle is returned in the condition it was received (clean inside and out, gas tank full, portable toilet clean and empty, and no damage or missing equipment) less any outstanding charges (i.e. propane, excess mileage, etc.). Any monies held beyond the 5 normal business days will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The Renter will forfeit all rental deposits for any vehicle returned with any odor of fish, animal, smoke (including campfire smoke) or other offensive odor. Excess cleaning fees of \$100 US per hour will be charged above and beyond normal cleaning should it be necessary.

PROHIBITED USES: The following uses of the Vehicle are prohibited and constitute a breach of this Agreement.

The Vehicle will not be driven: a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; b) by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs; c) by anyone who obtained the Vehicle, or extended the rental period by giving Us false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire or for compensation; f) to push or tow anything; g) in any race or speed contest; h) to carry dangerous, hazardous, or illegal materiel; i) outside the United States, or in any area restricted by terms found elsewhere in this agreement; j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; l) to transport more persons than the Vehicle has seat belts or to carry persons outside the passenger compartment; m) to transport children without a federally-approved child safety restraint or booster seat as required by State law; n) when the odometer has been tampered with or disconnected; o) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Vehicle would damage it; o) with inadequately secured cargo; p) to transport an animal; q) after an accident involving the Vehicle without first reporting the accident to the police and to us. Driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use.

INSURANCE: Customer agrees to maintain Automobile Insurance during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage: A) Bodily injury and property damage liability coverage: B) Personal injury protection, no-fault, or similar coverage where required: C) Uninsured / underinsured coverage where required, and D) Comprehensive and collision damage coverage extending to the rental vehicle. Customers insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the customer is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess

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insurance only, up to the minimum limits required by the financial responsibility laws. The customer's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Customer agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States. Customer must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico or Canada. Where permitted by law, customer rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law. By signing this agreement, you state that all listed drivers have acceptable driving records. Any breach of this agreement will void ANY insurance coverage.

FINES/OTHER EXPENSES: Any fines, penalties, court costs, and other expenses assessed against Lessor, by result of Client/Renter's possession and use of the vehicle will be borne by Client/Renter.

PERSONAL PROPERTY: Renter releases Company from all claims for loss of, or damages to, your personal property or that of any other person, that was left or carried in Vehicle.

CONDITION OF VEHICLE: Company shall provide the Vehicle in clean and operating condition. Service to the Vehicle or replacement of parts during the rental must have Company's prior approval. Renter must check and maintain all fluid levels and tire air pressure during the rental period.

PETS: No pets shall be allowed in the Vehicle without approval. Additional fees would be applied. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

SMOKING: No smoking is NOT allowed in the Vehicle. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

TOWING: The Vehicle is not allowed to tow any other vehicle or trailer. Depending on renters insurance this could be an option.

DRIVER REQUIREMENTS: The Vehicle can only be driven by an authorized driver 25 years of age or older possessing a valid and identifiable driver's license. All drivers must be covered under the Renter's insurance and will be bound by the terms and conditions of this rental agreement.

OCCUPANTS: Only the drivers and passengers listed below are allowed to travel in the Vehicle. Please list all.

BREACH OF AGREEMENT: You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

MODIFICATIONS: No term of this Agreement can be waived or modified except by writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

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COMPANY: AT SMB Matt Alfermann / Gaylord Thompson

AT SMB Matt Alfermann / Gaylord Thompson / crystal Thompson

RENTER:

Renter Name

Address

Phone

Drivers License Number, State, Exp. Date, Birth date

Social Security Number

Renter Name

Address

Phone

Drivers License Number, State, Exp. Date, Birth date

Social Security Number

Renters Insurance Carrier

Agent

Policy Number

Phone

Return Security Deposit to:

Payable to:

Mailing Address:

Odometer Miles at Departure:		at Return:	
Fuel Level at Departure:		at Return:	

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ATSMB Adventure Travel Sport Rentals

Business Address

16008 West 5th Avenue

Golden, Colorado 80401

Matt Alfermann
matt@goexploreit.com
303-900-3146

Gaylord Thompson
gaylord@goexploreit.com
541-890-6634

Mailing Address

P.O. Box 1990

Boulder Colorado 80306