

# Outback Recreation LLC

## OHV Rental Contract

Subject to all the terms and conditions of this agreement, Outback Recreation LLC hereby rents to the undersigned the following equipment:

Outback Recreation LLC  
 102 N Main Street  
 Manti, Utah 84642  
 435-851-3407  
[www.outbackrec.com](http://www.outbackrec.com)

Renter:  
 Name \_\_\_\_\_

Address \_\_\_\_\_

Mobile # \_\_\_\_\_

Pick Up Date/Time \_\_\_\_\_

Return Date/Time \_\_\_\_\_

Email \_\_\_\_\_

|   |   |
|---|---|
| 2022 Kawasaki Teryx 800 UTV Green 3428<br>\$250/day (days) = \$ | 2022 Kawasaki Teryx 800 UTV Red 3365<br>\$250/day (days) = \$ |
| Number of Days  | Number of Days  |
| S M T W Th F Sa   | S M T W Th F Sa   |
| Helmets S M L XL XXL  | Helmets S M L XL XXL  |
| # of each   | # of each   |

|        |         |
|--------|---------|
| Accept | Decline |
|--------|---------|

Loss Control Agreement \$30 OHV (per day/per machine)

By accepting the loss control option, I understand that I am only liable for the first \$4000 of any damage done to the rented OHV while in my possession. I authorize Outback Recreation LLC to charge the credit card on file for the \$4000 in full at the time of said loss. If I decline, I authorize Outback Recreation LLC to charge the credit card on file for the full amount of the loss, including missed days of availability for rental.

Deposit Amount \_\_\_\_\_ (non-refundable) 50% OHV Rental Total\*

The deposit will be applied in full to the final rental cost. If the Renter fails or refuses to pick up the reserved OHV on the date and time specified above, the deposit will be retained as reimbursement for expenses and missed rental opportunities.

|         |                 |
|---------|-----------------|
| Initial | Additional Fees |
|---------|-----------------|

- Renter shall pay a \$50 cleaning fee if OHV is returned dirty.
- Renter shall pay a \$20 refueling fee + cost of fuel if OHV is returned without a full tank.
- Renter shall pay a \$20 per half hour late fee.

|         |
|---------|
| Initial |
|---------|

Renter represents that they have carefully read, understand, and agree to each of the terms of this contract, including those on the reverse side of this page and any addendum or attachment. Renter authorizes Outback Recreation LLC to charge the credit card on file for all charges.

|                             |  |  |
|-----------------------------|--|--|
| *OHV Rental Total           |  | The total balance shown below is payable at the time the renter picks up the OHV. Any additional fees will be paid upon the return of the OHV. The Renter shall pay Outback Recreation, LLC the deposit amount at the time a reservation is made. The deposit amount will be applied to the total Rental amount. The Renter acknowledges that by taking possession of and operating the OHV they have had the opportunity to inspect |
| Loss Control                |  | it to verify it is in good working condition and repair. And then agrees to return the OHV in the same condition, reasonable wear and tear excepted. The Renter acknowledges that each OHV is rented AS IS. The Renter is responsible for the fuel and oil used during this rental contract. The Renter understands that Outback Recreation does NOT provide insurance to cover any equipment rented. The Renter acknowledges        |
| 3-day Discount @ \$100 ea   |  | full and sole responsibility for any damage loss, injury or death that occurs while the OHV is in their possession for the term of this contract. The Renter assumes all risk of damage to the OHV from any cause and shall pay Outback Recreation, LLC for all repairs for cracks, dents, broken parts, or mechanical damage, excluding normal wear and tear. The Renter will make payment for repairs upon demand that will        |
| Subtotal                    |  | include cost for new parts, labor, rental downtime, and any towing or recovery related charges. The Renter acknowledges that making the Deposit, signing a credit card authorization for payment, and signing this contract, is the Renter's authorization to pay Outback Recreation, LLC for all damage deemed accountable to the Renter's use of any rented equipment. The Renter acknowledges that use of any OHV is dangerous    |
| Sales Tax Total \$\$        |  | and assumes the risk for any harm, accident or death which may occur while the renter, or any person allowed by the renter, operates the OHV. The Renter agrees to indemnify and hold harmless Outback Recreation, LLC, its agents, employees, and representatives and to defend them against all claims, losses or causes of action, including legal expenses, which are in any way related to the use, operation, or               |
| Deposit                     |  | transportation of the OHV during the term of this contract. The OHV must only be used and operated in a careful and appropriate manner, consistent with the laws, regulations, and conditions pertinent to the situation. The Renter will not allow anyone under the age of eighteen (18) or anyone without a valid driver license to operate the OHV. The Renter will receive instructions on how to suitably operate and use the   |
| Total Balance \$\$\$        |  | OHV, acknowledges a full understanding of the proper operation and agrees that all parties allowed to operate the OHV will have the same understanding. The Renter agrees to follow all safety precautions and not to use the OHV in any manner other than intended by the manufacturer.   |
| Additional Fees + Sales Tax |  |  |
| Total \$\$\$\$\$            |  |  |

This Contract shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, and personal representatives. This Contract and any disputes arising there under shall be governed by the laws of the State of Utah, and any suit brought to enforce the terms there of shall be undertaken in Sanpete County. If the Renter defaults under the terms of this Contract, Outback Recreation, LLC, in addition to any other remedies it may have at law, without notice or demand on the Renter, may take possession of the OHV and the Renter shall be responsible for the payment of the costs of recovery and repair, including attorney's fees and costs, in addition to any other sums owed to Outback Recreation, LLC under the terms of this contract. Outback Recreation, LLC's remedies under this contract and pursuant to the law are cumulative. This Contract constitutes the entire agreement between the parties, and no modification or amendment shall be effective unless it is in writing and signed by all parties. This Contract replaces all prior agreements between the parties. The defaulting party shall pay all costs and reasonable attorney's fees incurred by the non-defaulting party in enforcing the terms of this Contract.

Credit Card # \_\_\_\_\_ Exp Date \_\_\_\_\_ CVC \_\_\_\_\_ Billing Zip Code \_\_\_\_\_

Signature of Renter \_\_\_\_\_ Date \_\_\_\_\_