

RUNAMUK RIDES LLC TRAILER RENTAL & USE AGREEMENT

RENTAL DATE: _____

This agreement is between Runamuk Rides LLC, 13679W Thannum Fire Lane, Hayward, WI 54843 (“Runamuk”) and the following person (“Renter”) who desires to rent a trailer owned by Runamuk Rides LLC’s (“Runamuk”) as indicated below:

Renter’s Name: _____

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Tel: _____

Describe the starting/ending point of where the trailer is to be used and expected mileage: _____

TRAILER STYLE/TYPE: _____

RENTAL START DATE & TIME: _____ RENTAL DUE BACK DATE & TIME: _____

LATE CHARGE (APPLICABLE ONLY IF TRAILER IS NOT RETURNED WHEN DUE BACK: _____

RATE: _____ SUBTOTAL: _____ TAX: _____ TOTAL DUE: _____

DAMAGE DEPOSIT: _____ PAID DATE: _____

CREDIT CARD #: _____ EXP: _____ CCV: _____

In order to induce Runamuk to allow Renter to use the above-referenced trailer at the specified rate, Renter warrants that he/she has taken sufficient time to read this agreement, seek appropriate counsel, fully understand and completely agrees with it, and totally accepts the following terms & conditions.

- RENTER PROMISES TO ALWAYS ADHERE TO RUNAMUK’S STANDARD OF USE OF ITS EQUIPMENT.** Renter will always: a) Only use the trailer if it is in safe, good working condition, b) Only use the trailer if the Renter is comfortable using it, b) will not travel more than 75 total miles without the express prior written approval of Runamuk, c) Will always use Runamuk’s trailers in a safe manner, consistent with its designed purpose and load specification, d) Review and comply with manufacturer’s operating instructions, equipment labels, and relevant government regulations.
- INDEMNITY AND RESPONSIBILITY.** Renter agrees to assume full liability to pay all charges and will indemnify Runamuk against any and all claims related to Renter’s use of Runamuk’s equipment. They authorize Runamuk to charge their credit card or deposit, without recourse, in order to satisfy Renter’s outstanding balance or obligations.
- INSPECTION PRIOR TO RECEIPT.** Before Renter accepts receipt of Runamuk’s equipment they will thoroughly inspect it and note any defects on the accompanying EQUIPMENT INSPECTION FORM. Renter will not use any trailer they feel is unsafe, defective, or which they are incompetent or uncertain to utilize. They warrant they are competent to inspect, will take the time to do so and promise to return Runamuk’s trailer when “due back” and in Runamuk’s sole opinion, in the exact shape and condition under which they received it, except for normal wear and tear.
- RUNAMUK’S RETURN EQUIPMENT INSPECTION.** At the time Renter initially returns the trailer Runamuk may conduct a cursory review of the equipment. However the actual RETURN EQUIPMENT INSPECTION will take place once appropriate staff scheduling, weather, light, and other conditions permit. Renter has the right to be present during the formal return inspection but must request so by clearly indicating their intention on the EQUIPMENT INSPECTION FORM. Runamuk will endeavor to accommodate Renter’s schedule so Renter may be present during the inspection but are not obligated nor required to do so. Renter agrees to be bound by the results of the formal RETURN EQUIPMENT INSPECTION whether or not they are present during the inspection.
- IF RUNAMUK FINDS DAMAGE.** Runamuk does not offer Renter, in any way, insurance or damage protection. If Runamuk determines the trailer was damaged Renter promises to: a) Pay Runamuk, without recourse, its posted daily respective rental rate for each day, or fraction of a day, starting with the due back date, subject to a 10 rental day minimum, until the equipment is repaired or replaced to Runamuk’s sole satisfaction. b) Pay Runamuk’s related labor repair rate of \$95/hour (1 hour minimum) associated with affecting repairs plus repair or replacement parts at the retail rate Runamuk’s supplier charges the retail public as well as the shipping of those parts – all up to the replacement value (see below). c) Pay Runamuk storage charges of \$25/day or fraction of a day on equipment awaiting repairs or that is salvaged. d) Pay Runamuk a \$500/disabled trailer plus \$3.50 per mile (calculated by the mileage to/from Runamuk’s shop and the location of disabled

Renter Initial Here: _____

rental equipment) for towing & recovery. e) Pay Runamuk \$95 per hour or fraction of an hour administrative labor rate for services it may render as it relates to asserting its rights under this agreement. f) To post with Runamuk an increased deposit equal to 50 percent of Runamuk's equipment replacement cost. g) To expeditiously and without recourse, reimburse Runamuk's insurance company & Runamuk for all related claim expenses. h) To pay Runamuk all applicable WI sales tax on goods and services associated with performance under this agreement.

In instances where there is damage Runamuk shall provide Renter an initial email containing its RETURNED EQUIPMENT INSPECTION REPORT, repair estimates, and any available photos related to the damage, free of charge. Thereafter all emails, letters, calls, inspections, document production, etc. that are related to the damage shall be assumed to take not less than 0.25 hours per occurrence (i.e., per email, call, etc., that Runamuk receives or sends.

Renter agrees that Runamuk is under no obligation to actually affect any or all of the repairs and whether Runamuk chooses to do so has no effect on Renter's obligation to pay Runamuk for its estimated repairs or any other items listed in this paragraph.

- 6. **REPLACEMENT VALUES.** Runamuk invests significant time and money in locating, inspecting, transporting, financing, registering, advertising, promoting and insuring plus readying equipment that is used in its rental fleet. Subsequently its equipment replacement cost is significantly higher than the price it may pay 3rd parties for the equipment itself. Moreover its rental equipment is purchased for the intention of generating income off rentals and not for sale.

For purposes of this agreement the replacement value of Runamuk's trailers, regardless of model year, hours, miles, make, model or engine size, is as follows: a) open trailers that are 10' or less in length, \$1500, b) open trailers that are greater than 11' long but less than 16' long, \$2500, c) open trailers that are greater than 16' but less than 24', \$3500, d) open trailers greater than 24' in length, \$10,000, e) enclosed trailers less than 12' in length, \$4000, e) enclosed trailers that are greater than 12' in length but less than 25', \$15,000, f) enclosed trailers 25' or over, \$25,000, g) hitches & light extensions, tie down bars, etc., \$150 each, h) walls/side walls, ramps & salt guards, \$950 each, and i) tires, fenders, lights, chains, etc., \$365 each. All other items not specified have a replacement value of manufacturer's suggested retail price cost plus a 50% surcharge for shipping and administrative purposes. The above are subject to applicable taxes and government fees.

- 7. **"TOTALLED" EQUIPMENT.** In the event equipment is not returned or cannot, in Runamuk's sole opinion, be safely or reasonably repaired, Renter promise to pay Runamuk's above-referenced equipment replacement cost plus 15 days of rental charges (and any taxes, fees, etc.). If Runamuk's estimated repair costs exceed Runamuk's equipment replacement cost the unit in question is considered a total lost (i.e., "totalled"). In such instances Renter shall promptly pay Runamuk, without recourse, its full replacement cost plus 15 days' worth of daily rental for that machine both of which are subject to applicable sales taxes. Runamuk retains a lien on any salvage rights to damaged equipment to pay for any and all outstanding charges. Under no circumstances is Runamuk under any obligation to purchase or otherwise offset against any charges owed for any salvage value of any totaled equipment.

- 8. **PAYMENT OF REPAIRS OR REPLACEMENTS.** Once Runamuk determines the full amount it is owed it will charge, without recourse, any of Renter's deposits or credit cards and Renters will immediately pay, upon demand, any remaining balance. All payments shall first be applied against unpaid rents, towing, storage, legal or collection costs, and then against equipment repair or replacement.

- 9. **NO OTHER REPRESENTATIONS, WARRANTIES, ETC.,** Renter warrants that no oral representations, statements, warranties or inducements apart from this agreement have been made. If any part of this agreement is found unenforceable the remaining parts shall still remain in effect. This agreement will be governed by the laws of the State of Wisconsin. Legal disputes shall be settled in the courts of Sawyer County, Wisconsin. Renter has considered that if these terms and conditions were not as broad as they are the cost for use of Runamuk's equipment would be considerably higher. Since Renter does not want to pay a higher price, they are waiving their right to bargain for different terms and conditions and are still electing to rent from Runamuk.

Renters Printed Name: _____

Signature X _____ Date _____

For Runamuk Rides LLC (Printed Name) _____

Signature X _____ Date _____

ASSUMPTION OF RISK & WAIVER OF LIABILITY DOCUMENT & AGREEMENT

Regardless of the condition of a trailer, or how, when and where it is used, use of Runamuk Rides LLC's (Runamuk) property and equipment, including trailers, may be hazardous and accidents and injuries, including those with the possibility of permanent disability or death, can occur due to the direct or indirect use of Runamuk's equipment. Renter acknowledges that these hazards or injuries may come from equipment or property malfunctions, their own actions or inactions, and/or the actions, inactions, or negligence of others.

Renter warrants to Runamuk that they voluntarily choose to rent and utilize Runamuk's property, including trailers and related accessories, and that they unequivocally and unilaterally accept these risks; that they are relying solely on their own training, judgment and instruction in the inspection, operation, and usage as it relates to any and all use of Runamuk equipment or property including its trailers.

As an inducement for Runamuk to rent and/or allow use of its equipment and property, Renter agrees to hold Runamuk harmless, release, defend, and indemnify it for any and all liability and/or claims arising from Renter's rental and/or use of Runamuk's property. Renter also agrees to promptly reimburse Runamuk, without recourse, for all losses (including attorney's fees and costs) for any claims brought by any persons or entities arising out of or relating to any and all of Renter's use of Runamuk's property. In the event Runamuk is found negligent, Renter agrees that the maximum liability, including legal fees, shall not exceed \$500 per incident; that this agreement shall be governed by the laws of the State of Wisconsin; that legal disputes shall be settled in Sawyer County, Wisconsin.

I have read this waiver of liability agreement and have had sufficient time to consider it. I realize am not required to sign the agreement. Renter has also considered that if these terms and conditions were not as broad as they are the cost for rental and use of Runamuk's equipment would be considerably higher. Since Renter does not want to pay a higher cost he or she is waiving his or her right to bargain for different terms and conditions and are still electing to rent and use Runamuk's equipment.

Renter's Printed Name: _____

Signature X _____

Date _____

Runamuk Rides LLC Authorized Party Printed Name: _____

Signature X _____

Date _____

RUNAMUK RIDES LLC – RENTER’S TRAILER & RELATED EQUIPMENT INSPECTION & RECEIPT FORM

Renter’s Name: _____

Rental Date & Time: _____

Due Back Date & Time: _____

Date/Time Runamuk Acknowledges Return: _____

Staff Signature: _____

Trailer Type	Length	Open/Enclosed?	Damage Y/N
Accessories (List below)	Qty		
Hitch			
Straps			
Tie Down Bars			
Light Extension			
Other			
Other			

Renter: Write any damage notations below. Use extra paper/write on the reverse side; take photos if necessary.

Except as otherwise noted above Renter is receiving the above equipment free of defect and substantive damage. Important Note to Renter: Inspect well - you are responsible for any damage and other costs as well as incur rental fees until damaged equipment is repaired or replaced. Clearly indicate in the space above or accompanying paper if you wish to be present during the formal returned equipment inspection and we will contact you to coordinate.

Renter’s Printed Name: _____

Signature X _____

Date _____

Authorized Runamuk Rides Staff Member Printed Name: _____

Signature X _____

Date _____