

DAMAGE / RENTAL AGREEMENT

Owner/Rentor:

Big Boys Toys (BBT)

69 New Ventures Dr
Bozeman, Montana 59718-5973

Owner/Rentor and Customer/Renter agree as follows:

Customer/Renter expressly agrees and promises to accept and assume all damages to rented equipment during the duration of the rental period or until Customer/Renter returns equipment to BBT and any loss of future rentals due to damages incurred.

- Parts **MUST** be purchased by BBT and retail prices will be charged.
- Labor Rate is \$90 an hour.
- BBT has a reasonable amount of time to check for damages.

If equipment is deemed a total loss as determined by Owner/Rentor, Customer/Renter expressly agrees to pay BBT, immediately, the fair market value of said equipment, and agrees Owner/Rentor maintains all salvage rights to any equipment deemed a total loss.

Customer/Renter expressly agrees and promises to return any ATV, UTV, Dirt Bike, Snowmobile, or any other rented equipment equipped with a motor/engine with a full tank of 91 Octane Ethanol-free fuel. Additionally Customer/Renter agrees if any equipment is not returned full of 91 Octane Ethanol-free fuel they will be charged as follows;

- A fuel service fee of \$15 per piece of equipment that requires fuel.
- \$8 per gallon of fuel rounded up to fill the equipment.
- Delivery Customers/Renters will be charged only the exact amount of fuel to fill the equipment at the current market rate.

Full payment required at time of rental. (Established open accounts are Net 30. Past due accounts bear late payment penalties at 1.5% per month)

Rental property must be returned on-time or BBT must be provided prior notice of any request for extended time. Failure to timely return rental property shall constitute a breach of this contract and Customer/Renter may be assessed a late fee of \$40 per hour per every item of unreturned rental property listed on the contract. Failure to return equipment on time that results in BBT being unable to fulfill another rental agreement will result in a fee equal to the amount of the unfillable rental agreement. Failure to return property may result in criminal prosecution pursuant to section 45-6-309, MCA or 45-6-301, MCA.

Any rental item that becomes stuck, is abandoned by the Customer/Renter, or otherwise inoperable and BBT has to retrieve the rental item the Customer/Renter agrees to pay a recovery fee of \$65 per man hour (2 person team minimum) starting when the team departs BBT facilities and time ending when the team returns.

Any damage waivers offered by BBT must be purchased before departing BBT facilities with any rental equipment. After departure damage waivers will no longer be available to be purchased if offered.

If Customer/Renter breaches this contract they shall be liable for all collection costs incurred in enforcing the terms of this contract. If any legal action or proceeding arising out of or relating to this contract is brought by either party to this contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorney's fees, costs, and expenses incurred in the action or proceeding herefrom.

CUSTOMER/RENTER EXPRESSLY AUTHORIZES BIG BOYS TOYS TO CHARGE ALL DAMAGES, LATE/MISSED RENTAL FEES AND FUEL CHARGES TO CUSTOMER/RENTER'S CREDIT CARD ON FILE.

The undersigned Customer/Renter, hereby acknowledges receipt of items listed on the rental contract rented this date from BBT at the rental rate indicated, to all terms and conditions on contract agreement stated on page hereof, and for the period as shown under return date/time.

Customer/Renter:

Print Name: _____

Company Name: _____

Signature: _____

Date: _____