

JEEP RENTAL AGREEMENT

Last Name _____ First Name _____ MI _____

Address _____ City _____ State _____ Zip Code _____

Cell phone Number _____ Date of Birth _____

Where are you staying _____

Driver's license number _____

Please note: Drive (and additional driver seen below) must be 25 years of age and have full Coverage insurance in force on their personal vehicle. Please present detailed proof of coverage, or have it emailed to info@lakepowellvacations.com.

Insurance Company _____ Policy Number _____

Policy Expiration Date _____ Jeep Type _____

Rental Days _____

_____ I certify that the insurance coverage shown above is now in effect on my presently owned vehicle.**Please fill out information for additional driver:

Last Name _____ First Name _____ MI _____

Address _____ City _____ State _____ Zip Code _____

Driver's license number _____

Contact Number _____ Date of Birth _____

Local Contact _____

**Please Note:

Driver (and any additional driver seen below) must be 25 years of age and have full coverage insurance in force on their personal vehicle. Please present detailed proof of coverage, or have it emailed to info@lakepowellvacations.com

Insurance Company _____ Policy Number _____

Policy Expiration Date _____ Jeep Rental Type _____

_____ I certify that the insurance coverage shown above is now in effect on my presently owned vehicle.

The terms and conditions herein, together with the information on the Rental Agreement, Constitute the entire agreement between you and **Lake Powell Vacations**

Regarding your rental of a jeep from **Lake Powell Vacations**

By initialing these Terms and Conditions and signing the Rental Agreement, you are agreeing to Abide by and be bound by all of these provisions.

1. General Information-Warranties:

a. **Lake Powell Vacations** is the owner of the Jeep you are renting. By renting it, you are being permitted by **Lake Powell Vacations** to use the Jeep but have no authority to act for or on behalf of **Lake Powell Vacations**. Under no circumstances are you permitted to have the jeep serviced or repaired without **Lake Powell Vacations** express permission.

b. You are renting the Jeep as is, **Lake Powell Vacations** makes no warranties to you or anyone else of any kind or nature, whether express or implied, as to merchantability or fitness of the Jeep for any particular purpose. Under no circumstances will **Lake Powell Vacations** be responsible to you for any loss, damage or inconvenience, which you may suffer as a result of any breakdown or malfunction of the jeep.

2. Use of the Jeep:

a. Rental of this Jeep is limited to full insured and validly licensed drivers 25 years or older. Only you and anyone who has signed these Terms and Conditions and the Rental Agreement as an additional driver are permitted to drive the jeep.

b. You agree to drive the Jeep only on established roads or jeep trails within the State of Oklahoma. You agree not to drive the Jeep on the following areas: **Off road mud riding or rock climbing**. Gravel and dirt roads are acceptable. Any vehicle caught in these areas will be charged a minimum penalty of \$100.00.

c. You agree to carry no more than the vehicle rated number of occupants in the Jeep. You also agree that all persons will ride in seats within the passenger compartment of the Jeep. You agree not to carry anyone or anything in the Jeep for hire.

d. You agree not to place ice chests, coolers, or other large objects on the seats of the Jeep, which may cause damage to the seats. You may place them on the floor.

e. You agree not to use the Jeep to tow, push, pull or otherwise move any other vehicle, trailer or object.

f. You agree not to drive the Jeep while under the influence of alcohol or drugs. You also agree not to use the Jeep in any way that violates local, state, or federal law, including failure to report an accident, and transporting any drugs or alcohol in the Jeep. If you fail to abide by any of these provisions, you will be solely responsible for any injury or damage that occurs. This may include the full value of the jeep and any loss of business which **Lake Powell Vacations** suffers because of any damage to the Jeep.

g. You agree not to smoke in the Jeep.

h. You agree not to have ANY pets or animals in the Jeep.

i. You agree to NOT remove the entire hard top of Jeep, if applicable.

3. Vehicle Condition and Return:

a. You agree that the Jeep which you have rented is in good condition when rented to you (except as noted on the attached diagram) and that you will return it in good condition without any damage or injury, **Lake Powell Vacations** will collect a damage and security deposit from you before you take the jeep.

b. If you do not return the Jeep on time, or if you violate any provision of this

agreement **Lake Powell Vacations** will be permitted to locate and repossess the Jeep without any notice or hearing. If **Lake Powell Vacations** repossesses the Jeep, you will have to pay any costs incurred by **Lake Powell Vacations** in doing so.

4. Charges:

You agree to pay **Lake Powell Vacations**. Either in cash, or by approved credit card, all of the following charges in addition to **Lake Powell Vacations** required deposit.

a. Full day rental charge computed on a (24) hour day beginning at 8:00 a.m. and ending at 8:00 a.m. or pay \$25.00 a hour for every hour you are late, with applicable state and local taxes and assessments. On full day rentals, you may pick up the Jeep at 8:00 a.m. if available.

You have a 100 mile radius from Page, AZ to enjoy your jeep rental.

There is no refund if the jeep is returned early.

b. Any other charges including fuel charges if the Jeep is returned with less than a full tank, late return charge of \$25.00 per hour, towing or recovery charges, repair costs, Jeep Road Fund assessment charge, and all applicable taxes.

c. If the Jeep or any tools, parts, equipment, accessories, or other items which accompanied it when rented to you are lost or damaged, you will be responsible and strictly liable for the full retail cost of repairing or replacing the lost or damage items whether or not the loss or damage is your fault. In addition, you will have to pay **Lake Powell Vacations** for any loss of business due to the loss or damage to the Jeep or its contents.

d. Any fines, costs, penalties or assessments of any type whatever levied or charged against **Lake Powell Vacations** or which **Lake Powell Vacations** is obligated to pay and which arise out of your rental, use or possession of the Jeep.

e. Any expenses, including costs and attorney fees, which **Lake Powell Vacations** incurs in collecting charges due under this agreement or in recovering the Jeep from you for any reason including abandonment or violation of any term of this agreement.

You also agree that **Lake Powell Vacations may charge your Credit Card for any such charges.

5. Other Charges:

a. Fuel and Washing: When you return the Jeep, it must have a full tank of unleaded regular gasoline or you will be charged for refueling. The charge for refueling will be at **Lake Powell Vacations** current rate. Any Jeep returned with excessive mud, dirt or road debris will be charged a \$75.00 washing fee.

b. Towing: If the Jeep has to be towed for any reason other than mechanical breakdown, or if **Lake Powell Vacations** has to pay any costs associated with recovering the Jeep, you will pay all of those costs and will reimburse **Lake Powell Vacations** for any loss due to downtime of the Jeep.

6. Liability Insurance:

While **Lake Powell Vacations** maintains liability insurance covering the Jeep, which you are renting, your insurance coverage will be primary in the event of any claim. Only after your coverage is exhausted will our insurance make any payments. You agree to indemnify and hold **Lake Powell Vacations**, its owners, agents and employees harmless from and against any and all loss, liability or expense in excess of, or outside the scope or extent of, the coverage provided by **Lake Powell Vacations** Liability Insurance. In the event that your coverage is exhausted and our insurance coverage is required to pay, you will be responsible for any deductible. **Lake Powell Vacations** provides liability insurance coverage with limits of coverage at or above the minimum levels required by Arizona

law. This coverage does not include “uninsured or underinsured motorists” coverage. You and **Lake Powell Vacations** hereby agree to reject any such “uninsured motorist” coverage. In the event any coverage beyond that already provided is required by **Lake Powell Vacations** under Arizona law, you agree that the coverage will be the minimum allowed.

7. Personal Property:

Lake Powell Vacations is not liable, under any circumstance, for any loss or damage to your personal property while it is located in the Jeep or at any other time, regardless of the cause of such loss or damage. In the event your property is lost or damaged, you agree not to make any claim against **Lake Powell Vacations** its agents, employees or owners for the loss damage.

8. Accidents/Lost or Stolen Jeep:

If there is an accident involving the Jeep, you must report it immediately to the police and to **Lake Powell Vacations**. You agree to cooperate with the police and **Lake Powell Vacations** in completing any accident or other reports and will provide the police and **Lake Powell Vacations** any information they request in connection with any accident. This includes witness names, addresses and telephone number, witness statements, copies of any citations and all other information. If the Jeep is lost or stolen, you must immediately report its loss to the police and to **Lake Powell Vacations**. Whether or not the loss or theft is your fault, you are responsible for paying **Lake Powell Vacations** the full amount of any cost of such loss or theft including any downtime **Lake Powell Vacations** incurs.

9. Other Terms:

a. If there is any dispute between you and **Lake Powell Vacations** regarding these Terms and Conditions or the Rental Agreement or which in any way relates to your rental of a Jeep from **Lake Powell Vacations**, any suit regarding such dispute must be brought in the courts of McCurtain, Oklahoma. You agree to submit to the jurisdiction of the courts of McCurtain County, Oklahoma. Any such suit will be decided under the law of Oklahoma.

b. You may not assign this Agreement, if you attempt to do so. Such attempt shall be null and void and of no force or effect.

c. The Agreement between you and **Lake Powell Vacations** consists of the Rental Agreement and these Terms and Conditions. These documents contain our entire agreement and there is no other understanding or agreement between you and **Lake Powell Vacations** either oral or written. Any change in the Rental Agreement or in these Terms and Conditions, or any agreement supplementing or interpreting those documents must be written and signed by both you and **Lake Powell Vacations** to be effective.

d. Time is of the essence in all cases.

e. In the event any part of this contract is illegal or unable to be enforced, the remainder shall remain in effect.

I have carefully read all of the terms contained in this document. Any questions I have regarding the meaning of any of these terms have been fully explained to me by _____. By signing this Agreement and initialing these Terms and Conditions, I agree to abide by and be bound by each and every term contained in this Agreement. Each Person signing as a Customer or Additional Driver also agrees to be jointly and severally liable for all charges under this Agreement.

I accept the Terms and Conditions as stated above. Initial to confirm acceptance:
_____ Primary Driver _____ Additional Driver

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PLEASE, • Don't set anything on the hood of the Jeep including yourselves. Of course, you don't want to pay for scratches—they are expensive. Watch out for scratchy bushes, and be careful when getting in and out of the Jeep. Don't stand on mud flaps or any place not intended for people.

- Check fuel. You received the Jeep full of gas and must return it full. Otherwise we'll have to add a service charge of \$40.00 plus the cost of the fuel.
- You know that you are responsible for cleaning the Jeep. Cleaning entails a thorough washing of wheels, tires, undercarriage, wheel wells, frame and exterior body. If the jeep is not returned clean, there will be a minimum of \$75 cleaning fee charged.
- Tires are your responsibility. Please avoid sharp rocks, etc.
- Your Jeep has a modified suspension system, which provides more running clearance than a stock Wrangler. So please use exceptional caution on sloping road and sharp turns.
- Please be cautious since **YOU ARE RESPONSIBLE FOR SAFE USAGE OF THE Jeep**. Any and all damage to either finish or components will be your responsibility.
- Use 4x4 on steep grade and rough roads (even if apparently necessary). This provides better gearing throughout all 6 gears, and is **MUCH SAFER**.
- Use gears to hold Jeep back on grades. Excess riding on brakes creates heat, which can cause "break fade" (this can reduce vehicle's stopping ability).
- Don't get stuck because you will have to arrange for your own towing. **USE GOOD JUDGMENT** in choosing the terrain in which you travel.
- Always set emergency break when driver leaves the Jeep. (Many accidents have happened when transmission or transfer case is bumped or slips out of gear).
- Note: the jack is in back area of the jeep.
- For your safety, please familiarize yourself with the vehicle before operating.
- **NO PETS** are allowed in jeep at anytime.
- **NO SMOKING** in jeep.

THANKS FOLKS, FOR YOUR COOPERATION AND PATRONAGE!

I agree

