



Accidental Damage Waiver

Rental Protection Options		
<p>Minimum Protection</p> <p>Renter is responsible for the first \$4000 of any damages to the vehicle (including parts, labor, loss of use). All additional damage charges will be waived.</p> <p>\$15 / Day</p> <p>Initials: _____</p>	<p>Mid Protection</p> <p>Renter is responsible for the first \$2500 of any damages to the vehicle (including parts, labor, loss of use). All Additional damage charges will be waived.</p> <p>\$30 / Day</p> <p>Initials: _____</p>	<p>Maximum Protection</p> <p>Renter is responsible for the first \$1500 of any damages to the vehicle (including parts, labor, loss of use). All Additional damage charges will be waived.</p> <p>\$60 / Day</p> <p>Initials: _____</p>

Name of Renter: _____

Date: _____

Rental Unit Number: _____

Accidental Damage Waiver -Accidental Damage Waiver (ADW) is not insurance and covers only accidental damage to the vehicle. By accepting ADW with your initials on this rental document at the additional daily rate shown above, and the vehicle rented to you is operated in accordance with this agreement, we assume responsibility for damage to the vehicle above the listed renter responsibility for all parts, labor and loss of use. You also acknowledge reading the notice on loss damage shown here on the rental document, or in these terms.

Damage to the Vehicle - If the vehicle is damaged as a direct or indirect result of a violation of the rental agreement, you are responsible and you will reimburse us for all loss of or damage to the vehicle regardless of cause, or who, or what caused it. If the vehicle is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the vehicle in its damaged condition, you will pay the difference between the vehicle's retail fair market value before it was damaged and the sale proceeds. You authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as glass, mirrors, tires, as part of your rental charges at the time of return. If the vehicle is stolen and not recovered, you will pay us the vehicle's fair market value before it was stolen. You understand that you are not authorized to repair or have the vehicle repaired without our express prior written consent. If you repair or have the vehicle repaired without our consent, you will pay the estimated cost to restore the vehicle to the condition it was in prior to your rental.

Additional Prohibited Use of the Vehicle. Certain uses of the vehicle and other things you or a driver may do, or fail to do, will violate this Agreement. It is a violation of this paragraph if: a. You use or permit the vehicle to be used: 1) by anyone other than an authorized driver; 2) outside of the designated riding area / trail; 3) to tow or push anything; 4) to be operated in a test, race or contest 5) while the driver is under the influence of alcohol and/or a controlled substance; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substances or contraband; 7) recklessly or while overloaded; or 1) fail to promptly report any damage to or loss of the vehicle when it occurs, or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; 2) failed to report an accident to law enforcement; 3) obtained the vehicle through fraud or misrepresentation; 4) intentionally or with willful disregard cause or allow damage to the vehicle, or 5) return the vehicle after hours and the vehicle is damaged, stolen or vandalized or otherwise failed to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices. c. Driving or operating this vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of this contract.

Signature of Renter: _____

Date: _____

Signature of Operator: _____