



## RENTAL AGREEMENT

Big Adventure Motorsports LLC is the owner of the Jeep you are renting. By renting it, you are being permitted by Big Adventure Motorsports LLC to use the Jeep but have no authority to act for or on behalf of Big Adventure Motorsports LLC.

- a. Under no circumstances are you permitted to have the Jeep serviced or repaired without Big Adventure Motorsports LLC express permission.
- b. You are renting the Jeep as is, Big Adventure Motorsports LLC 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 Big Adventure Motorsports LLC 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.

### **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, or permitted OHV areas within the state of California.
- 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 also agree not to carry anyone or anything for hire.
- d. You agree not to place ice chests, coolers, luggage, or other large objects on the seats of the Jeep, which may cause damage to the seats (floor or back storage area only).
- 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 and 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 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 but not limited to the full value of the Jeep and any loss of business which Big Adventure Motorsports LLC suffers because of any damage to the Jeep.
- g. You agree not to smoke anything in the Jeep.
- h. You agree not to have ANY pets or animals in the Jeep.
- i. You agree not to remove the hard top (if optioned with a hardtop) of the Jeep at any time.
- j. If renting the Jeep overnight, and the hard top was removed by Big Adventure Motorsports LLC, you agree to install the included soft cab cover to minimize exposure to the elements overnight.
- k. You agree to read and follow the 4WD instructions in the Jeep glove box.
- l. You agree to air down the tires to 10 psi before driving on the sand. This will maximize your experience, and help you avoid getting stuck in the sand. Once done on the Dunes, you agree to visit the nearest air station and refill/air up all tires to the standard 35 psi.
- m. Driving on the dunes requires the use of a flag; we will provide one free of charge if requested. You agree to use it on the provided bracket, and return it with the Jeep.
- n. You agree to NOT drive the Jeep in the ocean. If you have to cross a stream, please get out of the Jeep and make sure you will be able to cross without flooding the Jeep. If you've determined the depth is not going to be a problem, please cross *slowly*. \_\_\_\_\_

*Initials*      *Date*



**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 prior) and that you will return it in good condition without any damage or injury; Big Adventure Motorsports LLC 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, Big Adventure Motorsports LLC will be permitted to locate and repossess the Jeep without any notice or hearing. If Big Adventure Motorsports LLC repossesses the Jeep, you will have to pay any costs incurred by Big Adventure Motorsports LLC in doing so.

**Charges:**

- a. There is a \$500 security & cleaning deposit, refundable upon return of the Jeep (after it's been inspected by one of our team members), less any damages and/or cleaning fees. This is to protect our investment, as well as your adventure!
- b. You agree to pay Big Adventure Motorsports LLC \$50.00 per hour that the Jeep is late.
- c. You agree to return the Jeep with a FULL tank of gas. If you return it under FULL, You will be required to pay a \$7.00 per gallon charge until the tank is filled, in addition to a \$35.00 refueling charge.
- d. You agree to pay any fines, costs, penalties, or assessments of any type whatsoever levied or charged against Big Adventure Motorsports LLC or which Big Adventure Motorsports LLC is charged and which arise out of your rental, use or possession of the Jeep.
- e. Any expenses, including costs and attorney fees, which Big Adventure Motorsports LLC 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 Big Adventure Motorsports LLC may charge your Credit Card for any such charges. \*\*\***

Initials \_\_\_\_\_

**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. In addition, any Jeep returned with excessive mud, dirt, or road debris will be charged a \$50.00 an hour detailing fee.
- b. **Towing**  
If the Jeep has to be towed for any reason other than mechanical breakdown not caused by abuse, or if Big Adventure Motorsports LLC has to pay any costs associated with recovering the Jeep, you will pay all of those costs and will reimburse Big Adventure Motorsports LLC for any loss due to downtime of the Jeep.
- c. **Package add-on's**  
If adding a package (see Addendum A), please note the condition all items are in, that are expected to be returned. If there is any damage on the items returned that was not disclosed PRIOR to acceptance of the rental package, you will be responsible for said damage (beyond the normal wear and tear). In regards to the YETI cooler, note the instructions on securing it to the Jeep for safekeeping. If the YETI is damaged or stolen, you will be responsible for the full replacement cost (approximately \$350 at the time of this printing). Initials \_\_\_\_\_
- d. **Liability Insurance**  
While Big Adventure Motorsports LLC 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 Big Adventure Motorsports LLC, 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 Big Adventure Motorsports LLC 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. Big Adventure Motorsports LLC provides liability insurance coverage with limits of coverage at or above the minimum levels required by California law. *This coverage does not include "uninsured or underinsured motorists" coverage. You and Big Adventure Motorsports LLC hereby agree to reject any such "uninsured motorist" coverage. In the event any coverage beyond that already provided is required by Big Adventure Motorsports LLC under California law, you agree that the coverage will be the minimum allowed.*

**e. Personal Property:**

Big Adventure Motorsports LLC 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 Big Adventure Motorsports LLC, its agents, employees, or owners for the loss damage.

**f. Accidents/Lost or Stolen Jeep:**

If there is an accident involving the Jeep, you must report it immediately to the police and to Big Adventure Motorsports LLC. You agree to cooperate with the police and Big Adventure Motorsports LLC in completing any accident or other reports and will provide the police and Big Adventure Motorsports LLC any information they request in connection with any accident. This includes witness names, addresses and telephone numbers, 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 Big Adventure Motorsports LLC. Whether or not the loss or theft is your fault, you are responsible for paying Big Adventure Motorsports LLC the full amount of any cost of such loss or theft including any downtime Big Adventure Motorsports LLC incurs.

**Other Terms:**

- a. If there is any dispute between you and Big Adventure Motorsports LLC regarding these Terms and Conditions or the Rental Agreement or which in any way relates to you rental of a Jeep from Big Adventure Motorsports LLC, any suit regarding such disputes must be brought in the courts of San Luis Obispo County, California. You agree to submit to the jurisdiction of the courts of San Luis Obispo County, California. Any such suit will be decided under the law of California.
- c. 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.
- d. The Agreement between you and Big Adventure Motorsports LLC 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 Big Adventure Motorsports LLC, 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 Big Adventure Motorsports LLC to be effective.
- e. Time is of the essence in all cases.
- f. In the event any part of this contract is illegal or unable to be enforced, the remainder shall remain in effect.
- g. In the event the Jeep you have reserved/requested is unavailable, Big Adventure Motorsports LLC reserves the right to provide an alternate vehicle at similar pricing.

\_\_\_\_\_  
**Initials**

\_\_\_\_\_  
**Date**

**PLEASE**



- Do not set anything on the hood of the Jeep including your selves. Of course, you do not want to pay for scratches -- they are expensive. Watch out for scratchy bushes, and be careful when getting in and out of the Jeep. Do not stand on the mud flaps/fenders or any place not intended for people.
- Check the fuel. You received the Jeep full of gas and must return it full. Otherwise you will be charged \$7.00 per gallon in addition to a \$35.00 cost to refuel.
- You know that you are responsible for cleaning the Jeep. Cleaning entails a thorough washing of the wheels, tires, **undercarriage**, wheel wells, frame, and exterior body, additionally any mess, mud, dirt/sand, or debris/trash inside the Jeep. (No mud or sand, inside or out!)
- 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 USAGE OF THE JEEP! Any and all damage to either finish or components will be your responsibility.
- Use gears to hold Jeep back on grades. Excess riding on brakes creates heat, which can cause "brake fade" (this can reduce vehicle's stopping ability). **\*\*Manual transmission only\*\***
- 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 the back area of the Jeep (*if included*)
- For your safety, please familiarize yourself with the Jeep before operating.
- NO PETS are allowed in the Jeep at any time.

### **1997 Jeep Wrangler 4WD Instructions:**

#### Driving on dirt roads:

Shifting from 2H to 4H can be done at any speed below 50mph. Simply let off the accelerator pedal and pull the lever up to the 4H position. The 4WD dash indicator light should come on. The same procedure can be used when shifting from 4H to 2H.

#### Driving on the dunes:

Place transmission into neutral position while moving at 2-3mph or completely stopped. Pull 4WD lever up from 4H to 4L. Place transmission back into Drive. The same procedure can be used when shifting from 4L to 4H.

**Note:** Driving on the dunes is loads of fun, but **please** use common sense. The Jeep you are driving is not bulletproof, and neither are you. Be careful to look for other drivers on the dunes. Not everyone will be able to see you, or you them. Many drivers on the dunes are under the influence of drugs and alcohol which means their judgment is severely impaired. Always make sure your course is clear before proceeding. Never drive the Jeep into a bowl (an actual bowl made of sand), because you will probably get stuck and will likely have to pay all the towing fees incurred to get the Jeep out. The point is, have fun but treat this vehicle like you would your own. Know the terrain, and your limitations.

### **Enjoy your adventures!**

I have read and understood these instructions:

\_\_\_\_\_

**Initials**

\_\_\_\_\_

**Date**



**THANKS FOR YOUR COOPERATION AND PATRONAGE!**

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 severely liable for all charges under this Agreement. I agree to ALL of the above Terms and Conditions.

\_\_\_\_\_  
Primary Driver Name, Signature and DL #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Driver Name, Signature and DL #

\_\_\_\_\_  
Date

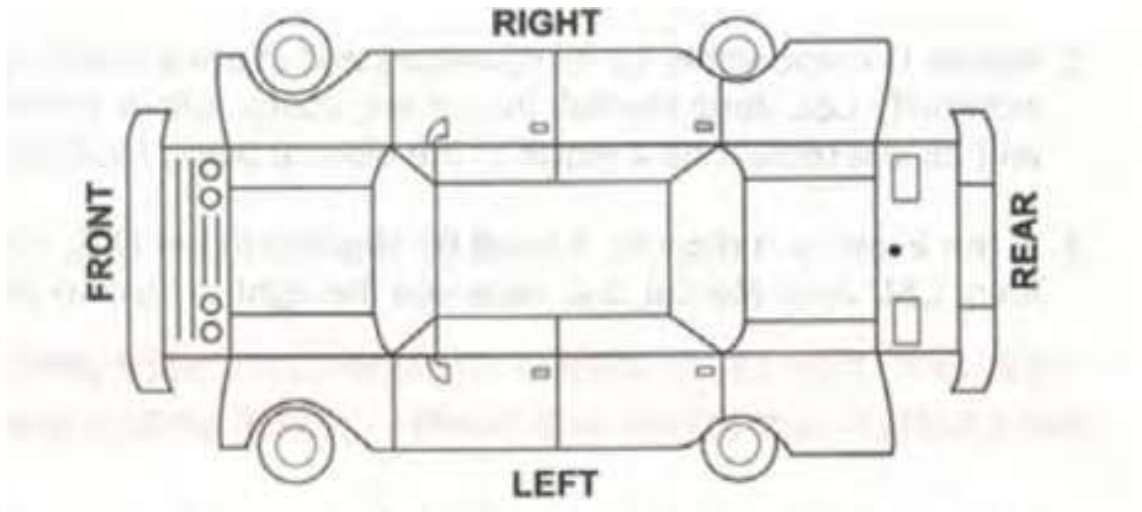
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Additional Driver Name, Signature and DL #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Additional Driver Name, Signature and DL #

\_\_\_\_\_  
Date

SCRATCHES, DENTS, OR ANY OTHER DAMAGES TO VEHICLE						
	SCRATCHES	DENTS	NICKS	OTHER	Initials at Rental	Initials at Return
GRILL						
FRONT BUMPER						
DRIVER'S SIDE FENDER						
DRIVER'S SIDE DOOR						
DRIVER'S SIDE QUARTER PANEL						
DRIVER'S SIDE 4 <sup>TH</sup> DOOR (ON 4 DOOR MODEL ONLY)						
HOOD						
WINDSHIELD						
PASSENGER'S SIDE FENDER						
PASSENGER'S SIDE DOOR						
PASSENGER'S SIDE QUARTER PANEL						
PASSENGER'S SIDE 4 <sup>TH</sup> DOOR (ON 4 DOOR MODEL ONLY)						
BACK BUMPER						
TAIL GATE						
TOP						
OTHER						



Big Adventure Motorsports LLC

Primary Driver

\_\_\_\_\_  
Name/Signature                      Date

\_\_\_\_\_  
Name/Signature                      Date



**Addendum A:**

Package Add-on Rental:

You have requested the following add-on to your Jeep rental (Select all that apply)

None

Camping Package (Includes the following)

- 2 Person Tent
- 2 Sleeping bags with liner inserts
- YETI Tundra 45 cooler, with complementary ice and water bottles
- Firewood, 2 bundles
- Mexican Style blanket
- LED camp light/fan
- 2 Chairs
- Hatchet & camp shovel

Picnic Package (Includes the following)

- YETI Tundra 45 cooler, with complementary ice and water bottles
- 2 Chairs
- Mexican Style blanket
- Assorted snacks
- Complementary deck of playing cards

**Please:**

- a) Do not smoke around the tent, as the smell is very difficult to remove
- b) Empty out all the sand, dirt, debris, and trash from the inside of the tent before folding back up, and inserting in the included carrying bag
- c) Please remove all sand, dirt, debris, and trash from the inside of the sleeping bags and liners before rolling up and placing back in the included carrying bags
- d) Remove all sand, dirt, debris and trash from inside the YETI cooler. Rinse out if possible.
- e) Do not lose the locks and cable for locking up the YETI when not in use.
- f) Lock up the YETI when not in use, to minimize the chances of it being stolen. There are crappy people in the world who take what isn't theirs. Let's make that more difficult for them.
- g) Have a blast with the Jeep. It's our goal. If you need anything else to make your adventure more enjoyable, please ask. We'll do what we can!