



115 Polk Road 55

479-216-1429

Mena, AR 71953

[www.trailheadatv.com](http://www.trailheadatv.com)

I (renter) \_\_\_\_\_ FULLY UNDERSTAND AND HAVE READ THE TERMS  
OUTLINED IN THE FOLLOWING DOCUMENTS:

\_\_\_ 1. Operator Safety Terms

\_\_\_ 2. UTV Rental Conditions

\_\_\_ 3. Refund Policy

\_\_\_ 4. Recovery Policy

\_\_\_ 5. UTV Return

\_\_\_ Participant agreement, release and assumption of risk

\_\_\_ Commercial Liability Insurance agreement

\_\_\_ I acknowledge I have received copies of the above documents and agree to all terms.



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### **Document 1: Operator Safety Terms**

Definitions of terms used in this document:

- UTV: Off-Road Side-by Side vehicle rented from Trailhead ATV Rentals LLC
  - Operator: Renter/Driver of the UTV
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- I agree that I am at least 21 years of age.
  - I agree that I will wear proper safety equipment when operating the UTV.
  - I agree that anyone operating the UTV must have a valid driver's license on file with Trailhead ATV Rentals LLC.
  - I agree that there will be no minors operating the UTV.
  - I agree that I will not consume alcohol, drugs, or ingest any substances that can/will adversely affect my ability to safely/successfully operate the UTV
  - I agree to operate the UTV on the US Forest Serviced trails near or around Mena, AR.
  - I agree not to trespass on any property on which I am not allowed to operate the UTV.
  - I agree that I have been thoroughly briefed on how to safely operate the UTV and/or I have established myself as an experienced operator before renting from Trailhead ATV Rentals LLC.



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## **Document2: UTV Rental Conditions**

Definition of terms in this document:

- UTV – Off-Road Side-by-Side vehicle rented from Trailhead ATV Rentals LLC
- Operator – Renter/Driver of the UTV
- Check-out – Pick up time for the UTV
- Check-In – Return time for the UTV
- UTV Rental Hours
  - Summer – 7:00 am to 7:00 pm (CDT)
  - Winter – 8:00 am to 5:00 pm (CST)

Agreements:

- I agree that check-out time is no earlier than 7:00 am for summer and 8:00 am for winter on the date rented.
- I agree that check-in time is no later than 7:00 pm for summer and 5:00 pm for winter on the date rented.
- I agree that there are no refunds/discounts if I am late to pick up the UTV.
- I agree that I will be charged ½ day of the rental fee for the UTV if I am up to 2 hours past the check-in time on the date rented.
- I agree that Trailhead ATV Rentals LLC will take legal action and seek prosecution if the UTV is over 24 hours past the check-in date.
- I agree that any REFUNDS are at the discretion of Trailhead ATV Rentals LLC.
- I agree that I will be charged a \$80 cancellation fee per reservation if I cancel my reservation any later than 1 weeks before the check-out date for the UTV.



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### Document 3: Refund Policy:

Definitions of terms used in this document:

- UTV – Off-Road Side-by-Side vehicle rented by Trailhead ATV Rentals LLC
- Operator – Renter/Drive of the UTV
- Submerged – UTV is submerged in water/mud up to the seats

Agreements:

- I agree that if I cancel my reservation later than 1 weeks prior to the check-out date I will be charged a \$80 cancellation fee per reservation. I agree that Trail ATV Rentals LLC has permission to charge the cancellation fee per reservation to my card.
- I agree that I have been told that there are NO REFUNDS due to weather. If the weather is bad, I can move my reservation to another day within the same calendar year.
- I agree that if the UTV fails in use (NOTE: MECHANICAL FAILURE NOT CAUSE BY OPERATOR), I am required to notify Trailhead ATV Rentals LLC immediately. Failure to do so may result in a delay or forfeit of any possible refunds. Depending on availability Trailhead ATV Rentals LLC will replace the UTV and issue a full day's refund for that day of the failure. If the UTV is disabled and another UTV is not available, a day's refund for the day of failure OR a coupon for a free day's rental will be issued.
- If I am not satisfied with the performance of the UTV I DO NOT get a refund unless a mechanical failure occurs (see above).
- Trailhead ATV Rentals LLC is not responsible for my satisfaction with the overall off-road trails/activities.
- If I get injured or can't participate during the rest of the rental period, Trailhead ATV Rentals LLC is not obligated for a refund.

I (renter) \_\_\_\_\_ FULLY understand and have read the terms outlined above and FULLY agree with no objections stated or implied.

Date: \_\_\_\_\_

Trailhead ATV Rentals LLC \_\_\_\_\_

Date: \_\_\_\_\_



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#### Document 4: Recovery Policy

Definitions of terms used in this document:

- UTV – Off-Road Side-by-Side vehicle rented by Trailhead ATV Rentals LLC
- Operator – Renter/Driver of the UTV

Terms:

- If the UTV is disabled and is no longer mobile as a result of **operator error** (flat tire(s), out of gas, etc.) the operator agrees to pay the recovery fee of \$100.00.
- If the UTV is immobilized due to operator error and we need to employ a recovery service to retrieve the vehicle the charge for the recovery will be passed along to the operator.
- If the UTV is disabled and no longer mobile as a result of **equipment failure** (mechanical failures not resulting from operator error) there will be no fee assessed.
- If the UTV is towable and the operator is with a friend or friends with another UTV with towing capabilities, the operator may have the UTV towed back to the check-in point for no fee. However, any damages to the UTV resulting from the tow will be deducted from the security deposit.

Step to take in case the UTV is immobilized:

- Remove the key from the ignition and any personal items from the UTV.
- Move the UTV off the trail.
- Put it in gear or park and apply the parking brake (if equipped).
- Make note of the location of the UTV so it can be found by the recovery team.
- Contact Trailhead ATV Rentals if cell phone service is available or as soon as cell phone service is available. If a friend is with the operator, we suggest the operator stay with the UTV while the friend goes for help.
- Once contact is made with Trailhead ATV Rental LLC explain the situation and location and the recovery process will start. The time to recover will depend on availability of personnel and recovery vehicles.



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### Document 5: UTV Return / Check-in

Definitions of terms used in this document

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- Operator – Renter/Drive of the UTV

Agreements:

- I agree to check-in (return) the UTV in the EXACT same condition it was in upon check-out (pickup) as outlined in acceptable tire tread -wear is expected, **however excessive wear/damage will be charged.**
- I agree that **ANY and ALL damages/losses** sustained to the UTV during the rental period outlined in that cost up to **\$1000** are to be paid for by **ME, the renter**. If damages/losses are greater than \$1000, the initial \$1000 is to be paid by ME, the renter, and the excess is to be paid for by the mandatory insurance policy.
- I agree to pay for damages/losses/penalties beyond security deposit and up to \$1000 *within 15 days* of receiving bill for damages via secured funds (certified check/money order) or credit/debit card. I will be billed/charged within 7 days of return of machine.
- I agree that Trailhead ATV Rentals LLC will hold my security deposit no less than 3 business days and no later than 7 business days after check-in date if there are no damages.
- I agree that I will **NOT submerge (see definition above) the UTV in rivers, mudholes, swamps, water-basins or any other body of water beyond the UTV's designed capabilities. If upon inspection it is obvious the ATV has been submerged, I forfeit entire security deposit to Trailhead ATV Rentals LLC.**
- I agree to operate UTV on licensed areas and authorized legal property/roadways only. If UTV is rendered inoperable, regardless of who's at fault, on any property other than Forest Serviced Trails, I, the renter will be charged any and all recovery costs to bring the UTV back to facility.
- I agree to return any/all safety gear provided by Trailhead ATV Rentals LLC in the same condition as when it was issued. Any Damage/loss will be deducted from the security deposit.
- **NO jumps, stunts, bumping, cutting in front of other vehicles or ATVs, stop and gunning the ATV or other reckless driving or operation at any time.**



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- **I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE UTV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR.** I further agree to hold harmless and indemnify RELEASEES for any and all loss or damages (including theft) to MYSELF or other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, cause by or arising out of MY use or operation of the rented UTV.



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### Commercial Liability insurance Agreement

I /We acknowledge that Commercial Liability insurance is provided up to

- 50,000 Per Person
- 100,000 Per Accident
- 300,000 Aggregate
- 2,500 SIR-PD

I understand that if Claim is made, I / we are responsible to pay \$2,500 deductible.

I (renter) \_\_\_\_\_ FULLY understand and have read the terms outlined above and FULLY agree with no objection stated or implied.

Date \_\_\_\_\_

Trailhead ATV Rentals LLC Representative. \_\_\_\_\_

Date \_\_\_\_\_