CUT FOOT SIOUX RESORT, LLC

This ***rental agreement*** is made effective between Cut Foot Sioux Resort, LLC (Lessor) and X_____(Lessee) and states the agreement of the parties as follows:

Rental period: From_____ through_____

Snowmobiles rented: _____

Lessor reserves the right to cancel this rental agreement due to inclement weather or impending bad weather. Rental fees will be prorated based on the time used. Lessor's ability to provide a rental snowmobile, if reserved, is contingent upon and subject to the return of the unit by the previous lessee.

Lessee acknowledges he/she has carefully examined the snowmobile(s) and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both snowmobile(s) and equipment in a safe, dependable condition while in his/her custody.

Lessee assumes full responsibility for the snowmobile(s). In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental snowmobile, Lessee will immediately report same to Lessor. Continued use of the rental snowmobile shall be entirely at the Lessee's risk.

Lessee shall pay $1000.00 security deposit (valid major credit card only) at the time this rental agreement is signed for each snowmobile rented. This deposit will be credited to the Lessee upon termination of this rental agreement, less any expenses incurred to retrieve the snowmobile, and/or to repair any damages caused to this snowmobile by the Lessee or anyone else during the rental period. Should damages exceed the damage deposit, Lessee agrees to make payment in full immediately upon Lessor's presentation of an itemized repair bill, **including lost rental time**.

Lessee certifies that he/she understands the rules and regulations for the safe operation of snowmobiles. In addition, Lessee certifies that he/she are in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of this snowmobile. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

Lessee acknowledges his/her responsibility for the safe and proper operation of the snowmobile(s); and for the safety and welfare of other snowmobile operators and persons. It is **AGREED AND UNDERSTOOD BY** Lessee that Lessor shall not be held liable for damages

inconvenience or time lost caused by accident, breakdown, or malfunction of the rental snowmobile(s).

Lessee further agrees to indemnify and hold Lessor harmless from, and against any and all claims for loss of/or damage to property or injury to persons (including death) resulting through the use, operation or possession of the rental snowmobile(s).

Lessee further agrees to hold Lessor harmless should loss or damages occur to any of Lessee's personal property while carried in, or on, the rental snowmobile(s), including loss or damage caused by malfunction or theft.

Lessee agrees not to use, nor permit the use of the rental snowmobile(s):

- □ Anywhere but on designated snowmobile trails in the State of Minnesota;
- □ For any unlawful purpose;
- □ In a careless or negligent manner;
- □ By any other person not the signatory of this agreement.

RISK OF LOSS OR DAMAGE: Lessee assumes all risks of loss or damage to the snowmobile(s) and equipment from any cause, and agrees to return the snowmobile(s) in the condition received from Lessor, with the exception of normal wear and tear. Lessee agrees to return this snowmobile(s) on or before the expiration of the rental period in the current condition as detailed on the inspection sheet referenced above. If a snowmobile is damaged or lost, Lessor shall have the option of requiring Lessee to restore it to good working order, or replace it with a like snowmobile in good repair.

If frame is bent in any fashion, the snowmobile is considered a total loss to the CUT FOOT SIOUX RESORT, LLC and therefore you are responsible for replacing of the sled - NO EXCEPTIONS.

LIABILITY AND INDEMINITY: Lessee hereby agrees to bind him/herself, their personal representatives and assigns and release and discharge Lessor, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments, and attorney fees, which Lessee or Lessee's heirs, personal representatives or assigns may have, or claim to have against Lessor, its owners, employees, agents, and assigns. Further, Lessee hereby agrees to defend, indemnify and hold harmless, Lessor, its owners, employees, agents and assigns from all claims, damages, demands costs, losses, expenses, actions and judgments, which are created by or arise out Lessee's operation of the snowmobile during the rental period. Lessee agrees to pay all claims brought by third parties resulting from the operation and/or use of the snowmobile(s) during the rental period.

LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees, and/or liability in connection with the enforcing of the foregoing rental contract by Lessor, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Lessor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood that venue of any action hereunder shall be in the county of the Lessor.

LESSEE agrees to return the snowmobile with a full tank of gas. Gas will be filled by Cut Foot Sioux Resort, LLC and billed accordingly.

Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

RETAINED DEPOSIT AMOUNT $_____

LESSOR: Cut Foot Sioux Resort, LLC _____

LESSEE: (please print) X _____

Signature: X_____

Date: X_____

CUT FOOT SIOUX RESORT, LLC. Snowmobile Rental Policy Cut Foot Sioux Resort, LLC, will only rent snowmobiles to persons 21 years of age or older

D.O.B: X_____

Minnesota requires **snowmobile** certification by law for anyone born after December 31, 1976. If you were born after December 31, 1976, you must provide proof of certification

A valid driver's license must be presented upon registration. A snowmobile will be assigned to the renter and a rental contract must be completed before departing the drop site.

Copy of driver's License and credit card on file: Y / N

Proof of certification if born after December 31, 1976: Y / N

CUT FOOT SIOUX RESORT
Rentals * Deer River, MN

A $50 deposit per machine per day is required before a snowmobile will be reserved for you. This deposit will be credited to the rental fee at the time of registration. This is a non-refundable deposit due to the limited season and the demand for snowmobiles.

Weekends at Cut Foot Sioux Resort, LLC begin at 9AM on Friday. Please be aware of this when managing your schedule and rental fees.

All rentals require a $1000.00 damage deposit. All damage deposits must be made on a preauthorized credit card or cash deposit at time of rental. This deposit will be refunded 100% when the snowmobile is returned undamaged, excepting normal wear and tear.

A representative of Cut Foot Sioux Resort, LLC and you will inspect each snowmobile prior to departure. An inspection sheet will be logged, and digital photos are taken before each rental, these become part of your rental contract. Please be thorough, as you will be responsible for any damage found upon return. Digital photos are taken before each rental.

A **6.875%** sales tax will be collected for each rental.

Cut Foot Sioux Resort, LLC will provide the snowmobile with a full tank of gas. It is expected that the snowmobile will be returned with a full tank of gas. Cut Foot Sioux Resort, LLC will take care of filling gas upon return and bill accordingly. Multi day rentals must add gas on their own if running low.

We accept: Cash and/or Credit Card: MasterCard, Visa, and Discover. Debit Cards for payment only, not to be used for Damage Deposits.

Insurance:
The Cut Foot Sioux Resort, LLC offers NO insurance for damage to the machines. Please check with your insurance agent about adding a rental damage rider to your homeowner's policy.

Cancellation Policy:

- **Cancellations over 14 days are eligible for full refund, less $10 processing fee per day per unit reserved.**
- **Sorry, no refunds on cancellations less than 14 days!**
- **Cancellation 24 hours or less will be charged a full days Rental Rate. NO EXCEPTIONS.**

Guidelines for a Safe, Fun, and Memorable Snowmobile Adventure

Time of Delivery:

- Please have driver's license ready and your credit card or cash for your damage deposit.

CUT FOOT SIOUX RESORT
Rentals * Deer River, MN

On the Trails & Lake!

1. Rule Number One: Stay on the trail or on well-traveled areas on the lake
2. Pay attention to trail and or lake conditions and do not travel near open water of any kind
3. Pay attention to trail signs and always stop before crossing roads.
4. Your headlights will lead the way. Do not feel you need to race to “keep up”. Plan stops at each stop sign with your group. Drive defensively!
5. Keep to the right of the trail when riding, and when meeting oncoming traffic. Always be aware of hand signals of other traffic. If you are the lead rider in your group, gesture to each passing sled the number of riders in your group (using the fingers of your left hand, indicate how many riders are in your group). Subsequent riders should also indicate how many riders are behind him or her. The last rider in your group should hold up a clenched fist, letting oncoming traffic know when your group is clear.
6. When leaving the snowmobiles unattended, take the keys and helmet with you.
7. Before leaving again, remember to let the sleds idle for 3 minutes before taking off, (parked for an hour of more).
8. Check gas periodically and top off if needed.
9. Never use a glove to clear debris, snow or ice from the windshield or the shield on your helmet. This will damage them (hence, the damage deposit requirement).

Before Departure:

1. Inspect the snowmobile one last time. You are responsible for ANY damage incurred while renting the snowmobile.
2. Verify that you have a copy of the rental contract and the inspection form.
3. If renting a trailer as well, secure the snowmobiles, trailer, and hitch before departing.
4. Verify that you have enough gas in the snowmobile to make it to your next stop. This should also be noted on the inspection sheet.
5. Let each snowmobile idle for 3-4 minutes before departure.
6. Each snowmobile should be able to run 50-70 miles between refueling. Plan your stops accordingly.

Upon Returning:

1. Return all items used on the trip. You are responsible for lost items and will be charged accordingly.
2. Report any problems encountered or damage that occurred while the snowmobile was in your possession.
3. Review the snowmobile with a Cut Foot Sioux Resort, LLC representative. Final signoff on damage report will happen at this time. Keep this report. It will protect you should any damage claims be made against you.

CUT FOOT SIOUX RESORT
44394 State Hwy 46, Deer River, MN 56636
Mobile 218-398-1421 Resort 218-246-8706

CUT FOOT SIOUX RESORT
Rentals * Deer River, MN

Snowmobile
WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Cut Foot Sioux Resort, LLC. (For purposes of this Waiver and Release, the term "Cut Foot Sioux Resort, LLC" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Cut Foot Sioux Resort, LLC). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Cut Foot Sioux Resort, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Cut Foot Sioux Resort, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence of Cut Foot Sioux Resort, LLC. Initials: X_____**

II. XPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by The Cut Foot Sioux Resort, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence of Cut Foot Sioux Resort, LLC. Initials: X_____**

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Cut Foot Sioux Resort, LLC shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Cut Foot Sioux Resort, LLC including but not limited to other related injuries, collisions with other craft or stationary objects, physical contact/collisions with the rental equipment itself and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Cut Foot Sioux Resort, LLC shall not be liable for any loss or theft of personal property.

The undersigned specifically agrees that **Cut Foot Sioux Resort, LLC shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY Cut Foot Sioux Resort, LLC,** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Cut Foot Sioux Resort, LLC. **Initials: X ____**

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Cut Foot Sioux Resort, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other snowmobiles and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Cut Foot Sioux Resort, LLC, **even if such damages arise out of the negligence of Cut Foot Sioux Resort, LLC. Initials: X _____**

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Cut Foot Sioux Resort, LLC for Cut Foot Sioux Resort, LLC negligence. Initials: X_____**

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. **Initials: X_____**

CUT FOOT SIOUX RESORT
Rentals * Deer River, MN

*****READ RELEASE BEFORE SIGNING*****

X_____ _____
RENTER DATE

X_____X_____X _____

OPERATOR/PASSENGER OPERATOR/PASSENGER OPERATOR/PASSENGER DATE

SNOWMOBILE CHECKLIST

Machine Number_____ Date_____

All snowmobiles have digital pictures taken daily to show any damage.

- **Renter understands how to start and to stop the snowmobile.**
- **All lights are working properly and renter understands how to operate them.**
- **Renter has a valid driver's license issued by the State of X_____.**
- **Renter understands how to operate the throttle, brake and safety switches and will always check them before operating the snowmobile.**
- **Renter will not get on or off the snowmobile while the motor is running.**
- **Renter will not check track system, under the hood, skis or any part of the snowmobile while it is running.**
- **Renter will not let any part of his/her body or clothing or that of a passenger, come into contact with the track.**
- **Renter agrees to ride the snowmobile only on the marked and groomed trail system.**
- **Renter and any person riding on the snowmobile shall wear a helmet during operation.**
- **Renter agrees not to allow any other person to operate the snowmobile during the rental period.**
- **Renter agrees that he/she is not under the influence of alcohol or drugs and he/she will not use alcohol or drugs during the snowmobile rental period.**
- **Renter understands that any parts or damage to the snowmobile that require replacement or repair (including labor) will be done at the renter's expense. This includes any lost rental time due to repairs.**
- **Renter agrees that all replacement or repairs will be done by a dealer chosen by Cut Foot Sioux Resort, LLC.**
- **Renter agrees to use proper fuel as instructed by dealer**
- **Renter agrees to replace carbide runners upon return, if damaged. (if applicable)**
- **Loosen skis and track before starting/moving.**
- **Spark Plugs__BR9ES__ **V-Belts Call Cut Foot Sioux Resort, LLC__**

CUT FOOT SIOUX RESORT
Rentals * Deer River, MN

***I have been instructed and fully understand how to properly operate the snowmobile I will be renting.**

X_____X _____ _____

Renter's Name (PRINT) **Renter's Signature** **Date**

CUT FOOT SIOUX RESORT, LLC
Resort – 218-246-8706 | Mobile - 218-398-1421
Pick up location: 44394 State Hwy 46, Deer River, MN 56636
email: cutfootsiouxresort@gmailc.om

Snowmobile Reservation confirmation and rental policies.

DATE RESERVATION TAKEN_____

Lessee (Renter) _____
Address_____

Dates Reserved_____ _____

Email Address: _____Phone: _____

Price Per Day/Per Unit_____ Number of Units – Singles _____ 2ups _____

Total _____Deposit _____CC#_____/_____/_____/_____EXP_____ SID_____

DEBIT CARDS MAY BE USED TO PAY FOR RENTAL, BUT NOT TO USE FOR DAMAGE DEPOSIT.

Deposit Policy:

- **$50 per unit, per day rented.**
- **$1000 damage deposit is required on all rentals.**

Cancellation Policy:

- **Cancellations over 14 days are eligible for full refund, less $10 processing fee plus tax PER DAY PER UNIT RESERVED.**
- **Cancellations less than 7 days out receive NO REFUND.**
- **Cancellations 24 hours or less will be charged a full days Rental Rate.**
- **Bad Weather cancellations only at Cut Foot Sioux Resort Rentals discretion.**

Must be 21 years of age to rent.
Return Time: 6 pm.
$25 CHARGE for every 15 minutes late on returns.
Cut Foot Sioux Resort, LLC will take care of filling gas upon return and bill accordingly.