

## **Full Throttle Recreation Club – Terms & Conditions**

Inherently Dangerous Activities-Renter recognizes and fully understands that company equipment is designed for outdoor recreational uses that have a level of inherent danger. Member assumes risk of these inherently dangerous activities and shall hold company harmless for injuries and even death associated directly or indirectly from use of the Equipment, Accessories, or transporting of said equipment.

Definitions. “Agreement” means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. “You” or “your” means the person identified as the renter on this form, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter’s direction, electronic completion of this form will be considered signature. All persons referred to as “you” or “your” are jointly and severally bound by this agreement. “We”, “our” or “us”, means the rental company named on this form. “Authorized Driver” means you and any additional driver approved, or listed by us on this Agreement, provided that person has a valid drivers license and is at least 21 years of age. “Equipment” means the rented goods including but not limited to boat, waverunner, all terrain vehicle, motorcycle, travel trailer, recreational vehicle, snowmobile, and any trailer or supporting equipment or any other material goods supplied by us. “Loss of use” means the amount calculated by multiplying the number of days from the date of damage to the Equipment until it is repaired times the daily rental rate.

Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle or our repossession of it. We make no warranties, expressed, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose. Renter shall indemnify Company against, and hold Company harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys’ fees, arising out of, connected with, or resulting from the equipment or the improper use thereof. Company shall be held harmless for suggestions or advice given by employees or other customers as to where to ride, suggested advanced maneuvers, or other guidance besides the actual operation of the vehicles. Renter shall further indemnify Company and hold company harmless from all loss and damage to the equipment during the usage period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is your assumption of any and all liability for injury: disability and death of self, guest, or other persons caused by the operation, use, control, handling, or transportation of the Equipment during the Usage Period.

Condition and Return of Vehicle. You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels during the rental period.

Responsibility for Damage or Loss; Reporting to Police. You are responsible for all damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminution of the Vehicle's value caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, regardless of whether or not you are at fault up to the amount indicated on the invoice. You must report all accidents or incidents of theft and vandalism to us, and the police, as soon as you discover them. Upon checkout renter accepts any and all liability for equipment and accessories including any guests or third parties the members allow to use equipment. Renter accepts responsibility for damage caused by you, Guests and third parties to equipment or other personal property. The Renter shall be solely responsible for any loss or damage to the Equipment, to the extent of the personal property insurance deductible. The Renter shall also be solely liable for all claims including but not limited to personal injury or damage to property, arising directly or indirectly, out of the use of the Equipment. Damage to equipment shall be billed to Renter.

Understanding of Equipment- It is the Renters’ responsibility to seek instruction from Company employees or agents, as to proper use of equipment.

Maintenance or Alterations-Renter shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subject to careless, unusually or needlessly rough usage. Renters are required to do a physical inspection before the operation of any equipment and report any existing damage or problems. Renter shall not perform any maintenance without the express consent of an authorized company employee.

Repairs-The expense of all repairs resulting from Renter, guests, or other persons shall be billed to Renter. Renter also agrees to pay the loss of use charges resulting from damages.

Operators-All operators must show competence on the equipment and must meet the minimum age and ability requirements as set forth by Washington State or respective local jurisdictions. Renters shall be responsible to follow local laws and regulations.

Reckless Behavior- Renters are responsible for their actions as well as their guest, or third parties during usage period. Reckless behavior of any kind can lead to damage of equipment, serious personal injury or even death. Operation of the Equipment at high speeds, under the influence of drugs, alcohol, or prescription medication, without proper safety measures or any and all reckless behavior as defined by a reasonable person may result in damage to equipment, serious injury or even death.

Prohibited Uses. The following uses of the Equipment are prohibited and constitute a breach of this Agreement, along with any activity that a reasonable person would consider dangerous or harmful. You agree that the Equipment will not be used: a) by anyone who is not an Authorized Driver, by anyone not licensed to drive (if required by law); b) by anyone under the influence of alcohol, prescription or non-prescription drugs; c) by anyone who obtained the Equipment, or extended the rental period by giving us false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) to carry persons or property for hire; f) to push or tow anything; g) in any race or speed contest; h) outside the United States; i) to transport more persons than the Equipment rating; j) when the odometer has been tampered with or disconnected; k) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Equipment would damage it.

Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

Breach of Agreement. If you breach this Agreement, you are liable for all damage to, or loss of, the Vehicle caused by your breach. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date.

Policies and Procedures. Renter shall follow all policies and procedures for use, care, reservation and so forth of Company equipment as outlined under Policies and Procedures.

Subleasing-Renter agrees not to receive any form of payment for, or unsupervised use of, the equipment by other parties. Rental agreements are not to be subleased in any form.

Rules-Renter agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Company as well as the laws and regulations of city, county and state regulatory bodies. Company Equipment can only be operated in areas designated by respective cities and states.

Insurance. Renter shall carry and maintain in full force and effect all necessary types and forms of insurance to cover any loss, damage, injury, or liability, arising from renters use or participation with vehicles. Said insurance

shall have a deductible payable by client that is no greater than \$500.00. Client shall name company as loss payee and additional insured on said insurance policy.

**Reservation Fee.** Renter shall pay one-half of the total rental price at time of reservation, this will not be reimburse except under the right of cancelation, described below.

**Right of Cancelation.** Renter shall have the right to rescind, for any reason, this agreement within seventy two (72) hours of entering into this agreement, by delivering to Company written notice of such determination to cancel this Agreement, if cancelation is done in proper time frame renter will be reimburse the reservation fee. Company shall have the right to rescind for any reason and at anytime this Agreement. In the event company elects to rescind this agreement, company shall reimburse renter for the reservation fee. Without exception no reimbursement will be made for cancelations less than seven (7) days before rental period begins.

**Time of Essence.** Time is of the essence with respect to each date or time specified in this Agreement by which an event is to occur.

**Applicable Law.** This agreement shall be governed by, and construed in accordance with, the laws of the state of Washington. All monetary and other obligations of Renter and Company are performable in the county where the Company is located.

**Entire Agreement, Amendment and Binding Effect.** This agreement together with all the Exhibits referenced herein constitutes the entire agreement between Company and Client relating to the subject matter hereof, and all prior agreements relative hereto whether written, verbal, or presented in advertising which are not contained herein are terminated. This Agreement may be amended only by a written document duly executed by Company and Renter, and any alleged amendments which are not so documented shall not be effective as to either party. The provisions of this agreement shall be binding upon and endure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

**Severability.** This agreement is intended to be performed in accordance with and only to the extent permitted by all Legal Requirements. If any provision of this agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but to the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**Attorneys' Fees.** In the event either party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party, to be fixed by the court in the same action.

**Interest on Renter's Obligations.** Any amount due from Client to Company which is not paid when due shall bear interest at the lesser of eighteen (18%) per annum or the maximum rate allowed by law from the date such payment is due until paid, but the payment of such interest shall not excuse or cure the default in payment.

**Multiple Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

**Legal Authority.** If renter is a corporation, or other legal entity, each individual executing this Agreement on behalf of renter represents and warrants that he is duly authorized to execute and deliver this agreement on behalf of client and that this agreement is binding upon and enforceable by company against client in accordance with its terms. If client is a corporation, or other legal entity, upon request by Company, renter shall deliver to company a certified copy of resolution of renter authorizing or ratifying the execution of the agreement.

**Contract Termination**-Without limiting the Company's ability to terminate this membership for cause, the Company may terminate this membership for any reason at the end of any given month. If the Company elects to so terminate, the Company will refund a pro rata portion of any dues applicable to the future.

Policies and Procedures. Renters may pick up and drop off their equipment between store hours of 9:00a.m.-6:00p.m. Monday through Saturday and on Sunday by appointment only (hours may change according to season). To make reservations either call 509-881-8492 or log on to the website and reserve online. A reservation fee is due upon making the reservation.

Charges. You agree to pay us or the appropriate governmental authorities on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period during which you keep the Vehicle, or a mileage charge based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for additional drivers; (c) charges for the optional products and services you elected to purchase; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) loss of, or damage to, the Vehicle, which includes the cost of repair, or if the Vehicle is not repairable, the retail actual cash value of the Vehicle on the date of the loss, plus loss of use, value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim; We may choose not to repair the Vehicle; (g) all traffic, parking or toll violations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the vehicle, unless these expenses are our fault; (h) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (i) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (l) \$100.00, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (m) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason, and (n) a reasonable fee to clean the Vehicle of not more than \$250, if returned less clean than when rented.

Services. Delivery and pick-up are available upon request. Deliveries for everything except travel trailers are \$20 for the first 5 miles and an additional \$1/mile after that (round trip). Trailers are \$50, plus \$1 mile (round trip), this includes set up. Emergency recovery is available. In the unusual event that renters need recovery, Full Throttle will provide it at \$100/hour+any additional costs (eg. tow charges). Full Throttle will provide tutorials for any equipment, on site, upon request (e.g. boat launching) at no charge. Off-site lessons (e.g. wakeboarding, on the river) are available for \$50/hour; reservations must be made at least one week in advance. All equipment must be returned with a full tank of appropriate Octane gasoline, improper fuel can result in extensive damage that will be billed to Renter. If equipment is not filled, renter will be charged a \$25.00 fee in addition to the charge of gas.