



## Overland Gear Exchange

### GEAR RENTAL AGREEMENT

This rental agreement is made effective as of \_\_\_\_\_, by \_\_\_\_\_ (Owner) or Overland Gear Exchange Inc. and \_\_\_\_\_ (Renter). The parties agree as follows: Owner will agree to rent agreed upon physical property to the Renter for the agreed upon length of time and price. Overland Gear Exchange Inc. (here-by referred to as "Company") will hold agreed upon security deposit until all parties are satisfied, and will facilitate the rental.

**DURATION:** The rental period shall be from \_\_\_\_\_ to \_\_\_\_\_.

Renter must return the physical goods to location owner specifies, on the date and time as specified in this Agreement, and in the same condition that Renter received it, except for ordinary wear.

Estimated Total Rental Rate for Renter \$ \_\_\_\_\_ this total includes a 7% processing fee.

**CHARGES:** Renter agrees to pay Owner/Company based on the Rental Rate, or the appropriate government authorities, on demand for all charges due Owner/Company under this Agreement, including but not limited to:

Loss of, or damage to, the physical goods which includes the cost of repair, or the actual cash value of the physical goods based on valuation methods accepted by the Owner/Company and industry MSRP of physical goods on the date of the loss if the physical goods are not repairable, plus an administrative expense incurred in processing the claim.

Cleaning cost if the physical goods are not returned in the same condition rented.

Actual expenses we incur in locating and recovering the physical goods if Renter fails to return it or Owner elects to repossess the physical goods under the terms of this Agreement.

If physical goods/item(s) are rented from Company and physical goods are damaged, damaged beyond repair, lost, or stolen, Renter agrees to pay Company minimum daily rental rate and all associated costs until repairs can be made or a replacement is purchased and physical goods are placed back in service.

**SECURITY DEPOSIT:** A security deposit will be held in the amount of \_\_\_\_\_ dollars as agreed upon by Owner/Company and Renter. Security deposit is due 14 days before rental period starts. The Company will hold the Security Deposit until physical goods are

returned to the Owner/Company and all agreements have been satisfied. Company may use your deposit to pay any amounts owed to Owner/Company under this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the Renter agrees to pay all charges in excess, either by credit card, cash, PayPal, or cashiers check. Deposit may be used to pay any amounts owed to us under this Agreement.

**\*Any Tampering, removal, disconnecting, or altering of GPS devices on any Overland Gear Exchange Inc. equipment is grounds for forfeit of any and all security deposits!**

RENTAL, INDEMNITY, AND WARRANTIES: This Agreement is a contract for the rental of the physical goods. Owner/Company may repossess the physical goods at Renter's expense without notice to Renter, if the physical goods are abandoned or used in violation of law or Owner's/Company's Terms and Conditions under this Agreement. Renter agrees to indemnify Owner/Company, defend Owner/Company and hold Owner/Company harmless from all claims, liability, cost and attorney fees incurred by Owner/Company resulting from, or arising out of, this rental and Renter's use of the physical goods. We make no warranties, express, implied or apparent regarding the physical goods, no warranty of merchantability, and no warranty that the physical goods is fit for a particular purpose.

PHYSICAL CONDITION OF RENTAL ITEMS: Renter acknowledges that prior to taking the rental item(s), renter has examined it, witnessed it in action (if applicable), and is aware of it's condition and that it is in good working condition except for any defect noted on this contract. It is Renter's responsibility to return the rented item(s) to Owner/Company in the same condition except for ordinary wear and tear.

USE OF THE ITEM(S): Renter agrees that he/she is satisfied with the instruction given by Owner/Company in the proper and safe manner of using the item(s) or that renter is so familiar and told Owner/Company that he/she is. Renter agrees that the item(s) will be used only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. Renter has read and understood all manuals, written operating instructions and warnings as supplied for the equipment.

RESPONSIBILITY FOR USE AND DISCLAIMER OF WARRANTIES: Renter is responsible for the use of the rented item(s). Renter assumes all risk inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold Owner/Company harmless from, and hereby release Owner/Company from, any and all claims for damage to property or bodily injury (including death) resulting from the use, operation, or possession of the item(s), whether or not it be claimed or found that such damage or injury resulted in whole or part from Owner/Company's negligence, from the defective condition of the item(s) or from any cause. YOU AGREE THAT NO WARRANTIES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PATICULAR PURPOSE HAS BEEN MADE IN CONNECTION WITH THE EQUIPMENT RENTED.

RESPONSIBILITY FOR EQUIPMENT: From the time the Item(s) is rented out until it is returned, renter is responsible for it. If the item(s) is lost, stolen, or damaged under any circumstances while rented, regardless of fault, Renter shall be responsible for all charges, including labor costs, to replace or repair the item(s).

FAILURE TO RETURN RENTED PROPERTY UNDER THE TERMS OF THIS CONTRACT MAY SUBJECT THE RENTER TO CRIMINAL PROSECUTION.

RESPONSIBILITY FOR DAMAGE OR LOSS; REPORTING TO POLICE: Renter is responsible for all damage to the physical goods, missing equipment, and Owner's/Company's administrative expenses connected with damage regardless of whether or not Renter is at fault. Renter is responsible for loss due to theft of the physical goods and all damages due to vandalism that occurs in connection with a theft, if Renter fails to exercise ordinary care while in possession of the physical goods. Renter is responsible for damage due to vandalism not associated with theft of the physical goods. Renter is responsible for all damage and will pay Owner/Company on demand for all missing equipment, loss or damage to the physical goods regardless of whether or not renter is at fault. Renter must report all accidents or incidents of theft or vandalism to the police as soon as Renter discovers them. Renter must report all accidents involving the physical goods to Owner and Company within 24 hours of occurrence.

CLEANING AND RETURN: The Security Deposit becomes your Cleaning / Damage Deposit at time of your departure. This deposit is refunded providing the physical goods is returned in the condition it was received (i.e., clean inside and out, dispensed stocks replenished, portable toilet clean and empty, and no damaged or missing equipment). Any monies held beyond the 5 normal business days will be refunded (if applicable) after all outstanding charges have been satisfied and repairs/replacement completed. The Renter will forfeit all rental deposits for any physical goods returned with any odor of fish, animal, smoke (including campfire smoke) or other offensive odor. Excess cleaning fees of \$100 US per hour will be charged above and beyond normal cleaning should it be necessary. A possible \$200 cleaning fee will be applied for each pet that accompanies Renter in any and all physical goods rented by Owner/Company. Owner/Company reserves the right to refuse certain pets. Not all pets will be subject to cleaning fee. Rules regarding pet occupancy will be handled on a case-to-case basis. Owner/Company is not held liable for any injury, illness, or death of Renter's pets for any and all reasons.

PROHIBITED USES: The following uses of the physical goods/ item(s) are prohibited and constitute a breach of this Agreement.

The physical goods will not be rented to: a) by anyone not licensed to drive, by anyone whose driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; or any individuals less than 20 years of age (this can be negotiated at Owner's/Company's discretion); b) by anyone who is intoxicated or under the influence of alcohol, prescription or nonprescription drugs; c) by anyone who obtained the physical goods, or extended the rental period by giving Owner/Company 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 dangerous, hazardous, or illegal materiel; f) outside any area restricted by terms found elsewhere in this agreement or Owner's/Company's Terms and Conditions; g) when loaded beyond its capacity as determined by the manufacturer of the physical goods; h) to transport more persons than the physical goods has seat belts or to carry persons outside the passenger compartment if physical goods is any type of vehicle or ride able form of transportation; i) to transport children without a federally approved child safety devise as required by State law; k) when the physical goods fluid levels are low, or it is otherwise reasonable to expect Renter to know that further operation of the physical goods would damage it; l) with inadequately secured cargo; m) to transport an animal; n) after an accident

involving the physical goods without first reporting the accident to the police and to Owner/Company; o) Driving the physical goods under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use; p) to rent or sublet physical goods to any persons.

**FINES/OTHER EXPENSES:** Any fines, penalties, court costs, and other expenses assessed against Lessor, by result of Renter's possession and use of the physical goods will be borne by Renter.

**PERSONAL PROPERTY:** Renter releases Owner/Company from all claims for loss of, or damages to, your personal property or that of any other person, that was left or carried in physical goods.

**CONDITION OF PHYSICAL GOODS/ ITEM(S):** Owner/Company shall provide the physical goods in clean and operating condition. Service to the physical goods or replacement of parts during the rental must have Owner's/Company's prior approval. Renter must check and maintain all fluid levels and tire air pressure during the rental period where applicable. **PETS:** No pets shall be allowed in the physical goods without approval. Additional fees would be applied. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**SMOKING:** Smoking of any kind included but not limited to: vaporizers; pipes; cigarettes; cigars, etc. is NOT allowed in any Owner's/Company's physical goods/ item(s). No open flames of any kind will be allowed in any Owner's/Company's physical goods. Failure to comply with this requirement will result in loss of Security Deposit plus cost of cleanup.

**DRIVER REQUIREMENTS (where applicable):** The physical goods/vehicle of any type can only be driven by an authorized driver 20 years of age or older possessing a valid and identifiable driver's license.

**OCCUPANTS:** Only the drivers and passengers listed below are allowed to travel in the physical goods /vehicle. Please list all.

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**BREACH OF AGREEMENT:** You waive all recourse against Owner/Company 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 writing that Owner/Company have signed. If you wish to extend the rental period, you must return the physical goods to the location agreed upon by the Owner/Company/Renter for inspection and written amendment by Owner/Company/Renter of the due-in date. This Agreement constitutes the entire agreement between Renter and Owner/Company. All prior representations and agreements between Renter and Owner/Company regarding this rental are merged into this Agreement.

Owner: \_\_\_\_\_

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OWNER SIGNATURE

RENTER: \_\_\_\_\_

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RENTER SIGNATURE

RENTER: \_\_\_\_\_

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RENTER SIGNATURE

RENTER 1:

Renter Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Drivers License Number, State, Exp. Date \_\_\_\_\_

Birth date \_\_\_\_\_

Social Security Number \_\_\_\_\_

Renters Insurance Carrier \_\_\_\_\_

Agent \_\_\_\_\_

Policy Number \_\_\_\_\_

Phone \_\_\_\_\_

Return Security Deposit to: Payable to: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

RENTER 2:

Renter Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Drivers License Number, State, Exp. Date \_\_\_\_\_

Birth date \_\_\_\_\_

Social Security Number \_\_\_\_\_

Renters Insurance Carrier \_\_\_\_\_

Agent \_\_\_\_\_

Policy Number \_\_\_\_\_

Phone \_\_\_\_\_

Return Security Deposit to: Payable to: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical goods being rented by Owner (be descriptive):

