

## Terms and Conditions

These Terms and Conditions are part of the Agreement made between BRR and Renter, as described above. BRR owns and operates a rental business, which rents out Vehicles. Renter wishes to rent the Vehicle described above in exchange for a Rental Fee.

In consideration of the mutual promises, covenants, and conditions, BRR and Renter agree as follows:

1. Availability. BRR's ability to provide a reserved Vehicle is contingent upon and subject to the return of the Vehicle, in acceptable condition, by the previous renter.
2. Reservation. A Deposit (see below) is used to reserve your Vehicle, date, and time. Upon cancellation, the Deposit will be refunded only according to paragraph 3 below.
3. Deposit. A deposit equivalent to the Rental Fee is required at the time of reservation to hold the machine for use on the date and time requested and to secure BRR against any damage to the Vehicle or other BRR property (Deposit). **Example: Rental Fee is \$550 the Deposit is \$550.** This Deposit is only refunded upon timely return of the undamaged Vehicle. If the Vehicle is returned damaged, the Deposit will be used to cover the loss, see paragraph 11. If the Vehicle is returned late, the Deposit will be returned according to paragraph 12.
4. Cancellation. Renter can cancel the reservation at any time. If Renter cancels the reservation for any other reason than severe weather (see below), Renter will receive a return of the Deposit according to the following:
  - a. If Renter cancels 14 days before the Rental Date, 100% of the Deposit is returned
  - b. If Renter cancels 4-13 days before the Rental Date, 50% of the Deposit is returned
  - c. If Renter cancels 3 days or less before the Rental Date, the Deposit is NOT returnedIf Renter cancels due to severe weather, BRR will return 100% of the Deposit if said cancellation occurs more than 24 hours before start of the Rental Term; 50% of the Deposit will be returned if said cancellation occurs less than 24 hours before the start of the Rental Term. This severe weather refund policy does NOT apply to any cancellation for inclement, but not severe weather; please note, severe weather is determined at BRR's sole discretion.
5. Limitation of Use. Renter agrees that Renter's use of BRR property extends only to the use of the Vehicle identified above in Section D and the use of said Vehicle is limited to the Rental Term, as defined above in Section B. Further, Renter agrees that only those identified as a "Renter" in this Agreement will operate the Vehicle, and that only the Riders identified on this Agreement will be carried on any Vehicle owned by BRR. Renter acknowledges and agrees that Riders under the age of 18 years must provide BRR with a written consent from a parent or legal guardian, see paragraph 13 below. Renter expressly accepts any liability related to the failure to obtain proper parent or legal guardian consent for any Rider listed in this Agreement.
6. Operation and Safety. Renter acknowledges he/she has received and carefully reviewed all **Operation and Safety Rules** provided to Renter by BRR and has shared said Operational and Safety Rules with all Riders. Renter represents, further, that he/she fully understands all safety instructions including the materials provided to Renter. Renter agrees to follow all safety instructions set forth in the above-mentioned materials, as well as enforce said safety instructions as they pertain to Riders. Renter realizes that any failure on his/her part to follow or enforce such instructions will constitute a breach of this Agreement. Renter further agrees to not use, or permit the use of, the Vehicle for any unlawful purpose. Renter agrees not to drive in a careless or negligent manner, nor drive while under the influence of liquor, narcotics, or any other substance known to intoxicate. Renter agrees that the Vehicle is not to be driven by any person except another Renter who has signed this Agreement. Renter shall not use or permit the use of the Vehicle in a negligent or improper manner or in violation of any law.
7. Inspection. Renter acknowledges and agrees that he/she has carefully examined the Vehicle and finds it suitable for the purposes for which it was rented. If any damage is found during the inspection, Renter has notified BRR by reporting it on **BRR's Preexisting Damage Form**. Renter will periodically examine the Vehicle, including tires, and maintain safe, dependable condition while in his/her custody; if any defect is discovered he/she will immediately obtain instructions from BRR; and no repairs are to be made without BRR's permission.
8. Return of Vehicle. The Vehicle remains the property of BRR. Renter agrees to return the Vehicle in the same condition in which Renter received the Vehicle. BRR will inspect the Vehicle and BRR's Preexisting Damage Form to determine if damage has occurred during the course of the Rental Term. Failure to return the vehicle undamaged will subject Renter to the liability and damages outlined in paragraphs 9, 10, and 11. Failure to return the Vehicle at the agreed upon time will subject Renter to further fees, as outlined in paragraph 12.
9. Accidents. If an accident occurs and is serious or life threatening, immediately call 911, then contact BRR at 231-622-9543. All accidents, injuries, and damage to the Vehicle must be reported, via BRR's **Incident Report Form**, within 24 hours of the accident. Liability for any resulting damage, loss, or injury is subject to the Adult Waiver and Minor Waiver, as well as the other provisions in this Agreement.
10. Theft. Failure to return it at the agreed time may constitute larceny, subjecting renter to all the penalties available under law. If the Vehicle is stolen from the possession of the Renter, Renter shall immediately report the loss to the local authorities and notify BRR. Renter assumes the burden of firmly establishing the loss and must return the keys to BRR.
11. Responsibility for Loss or Damage to the Vehicle. Should any Renter operate any Vehicle in a dangerous or negligent manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to the Vehicle or equipment, or should the Vehicle be returned to BRR with any damage, Renter agrees to be personally liable and financially responsible for all loss of and damage caused to any Vehicle. Any such damage to the Vehicle will be first deducted from the Deposit. If damage exceeds the Deposit, RENTER AGREES TO PAY FOR ALL SUCH LOSS OR DAMAGE. This damage includes, but is not limited to, damage

related to mud or water damage, replacement or repair of damaged parts, administration fees, diminishment of value, towing, storage, impound fees, and costs incurred by BRR to recover the Vehicle and establish damages. BRR will notify Renter of the costs associated with said damage within 14 days of the date the damage occurred. Further, Renter agrees to pay the loss of use of any damaged Vehicle or equipment at the rate of \$250.00 per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days. RENTER AUTHORIZES BRR TO CHARGE RENTER'S CREDIT CARD ACCOUNT PROVIDED IN SECTION E, ABOVE, FOR ANY AND ALL COSTS RELATED TO VEHICLE DAMAGE, AS DESCRIBED IN THIS PARAGRAPH.

12. Fees. Renter agrees to pay any fees and taxes that may be imposed with respect to the Vehicle, including the Rental Fee, above, as well as any and all late fees, damage fees, or citations from any governmental body related to the Renter's use of the Vehicle. Renter acknowledges that the Deposit for each Vehicle will only be returned if the Vehicle is returned within 15 minutes of Renter's End Time; if the Vehicle is returned greater than 15 minutes after Renter's End Time, the Deposit will be returned accordingly:
  - a. 16 minutes – 59 minutes after End Time: 50% of Deposit is returned
  - b. 60 minutes – 119 minutes after End Time: The Deposit is NOT returned
  - c. Greater than 120 minutes after End Time: The Deposit is NOT returned; Renter will be charged another full Rental Fee.Further, if the fire extinguisher is activated, but no fire is detected, Renter shall pay a \$25.00 replacement fee; if a Vehicle key is lost or unreturned, Renter shall pay a \$25 replacement fee; if damage consistent with a rollover is detected, Renter shall automatically forfeit the full Deposit. RENTER AUTHORIZES BRR TO CHARGE RENTER'S CREDIT CARD ACCOUNT PROVIDED IN SECTION E, ABOVE, FOR ANY AND ALL ADDITIONAL FEES ASSOCIATED WITH LATE RETURN OF THE VEHICLE OR ANY OTHER FEES RENTER MAY INCUR UNDER THE TERMS OF THIS AGREEMENT.
13. Waivers. Renter and all Riders acknowledge and agree that they have received, read, and understood, and executed the following: **Adult Waiver** for any Renter or Rider on the Vehicle over the age of 18; and **Minor Waiver** for any Rider under the age of 18.
14. Assumption of Risk. Along with the waivers referenced in paragraph 13, Renter and Rider fully understand that riding or operating Vehicle INVOLVES RISKS AND DANGERS OF SERIOUS BODILY HARM, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH. These risks and dangers may be caused by Renter or Rider's own actions or inactions, the actions or inactions of others, the conditions in which the activity takes place, or the negligence of Renter or Rider. There may be other risks, as well as social and economic losses, either not known to Renter or Rider or not fully foreseeable upon signing this Agreement. RENTER AND RIDER FULLY ACCEPTS AND ASSUMES ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES Renter or Rider may incur as a result of Renter or Rider's participation in the activity. BRR strongly encourages Renter and Riders to have medical insurance prior to engaging in this activity.
15. Release, Wavier, Discharge, and Covenant Not to Sue. The Renters and Riders release all liability of BRR, or BRR's agents, employees, directors, or independent contractors, from any and all loss or damage claims relating to injury to person, injury to property, or death, whether caused by negligence of the Renter or Rider or otherwise. Further, Renter and Rider covenants not to sue or assert any claim against BRR relating to or arising out of Renter or Riders operation or use of the Vehicle. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that Renter or Riders do not presently anticipate, know, or suspect to exist, but may develop, accrue, or be discovered in the future. This covenant is made on behalf of Renter and Rider, Renter/Rider's children or any other minor engaging in any activity related to the Vehicle.
16. NO WARRANTY. BRR makes NO WARRANTY of any kind, nature, or description, express or implied, as to the quality and manufacture, safety, drivability, or fitness for any particular purpose of any Vehicle or equipment covered by this Agreement. The Renter and any Riders identified above accept any Vehicle or other equipment provided by BRR in its "as is" condition with all faults.
17. Michigan Law. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the Agreement shall remain in effect. This Agreement and all attending documents shall be governed by the laws of the State of Michigan.
18. Attorney Fees. In the event of any legal action with respect to this Agreement, BRR shall be entitled to actual attorney fees and all costs and expenses incurred in pursuit of enforcing this Agreement.
19. Entire Agreement. This Agreement with all attachments and waivers constitutes the entire agreement between the parties. No provision of this Agreement shall be modified or rescinded unless in writing signed by an authorized representative of BRR.