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INSURANCE SECTION

EVERY DRIVER MUST be insured for each and every day of driving a vehicle rented from WINDROCK ATV RENTALS--no exceptions! The daily insurance policy is \$15 per day per driver. Each policy has a \$4.54 processing fee plus \$0.54 TN State Sales Tax. That is \$20 per policy, per driver, per day.

Renters that are under rental agreement with Windrock ATV Rentals must understand COMPLETELY that they are taking FULL FINANCIAL RESPONSIBILITY for the rental vehicle(s). Renter is FULLY responsible for ANY and ALL costs associated with vehicle damage.

By signing ANY paperwork provided by Windrock ATV Rentals, renter is agreeing that ANY and ALL damages/losses sustained to the ATV or UTV during the rental period are their responsibility and are to be paid for by the renter.

The initial \$1000 deposit serves ONLY as a good faith deposit towards Windrock ATV Rentals. The mandatory insurance policy MAY be used for damages ONLY if damages are greater than \$2500. The initial deposit is NOT to be viewed as a "if I wreck it, \$1000 is all I have to pay". You will pay more if you damage the vehicle in excess of the damage deposit.

\$2500 is the minimum administrative cost in order for the insurance policy to be charged and the administrative fee of \$2500 will be charged to the renter's credit card AS WELL AS THE COST OF THE RENTAL PERIOD AND TAXES FOR THE RENTAL PERIOD.

Insurance policy covers:

SIDE BY SIDES:

State Statutory Limits of Liability (25,000/50,000/15,000)

\$2,500 Deductible – Comprehensive/ Collision

\$500 Medical Payments

Including Guest Passenger Liability

ATV'S (4 WHEELERS)

State Statutory Limits of Liability (25,000/50,000/15,000)

ATV insurance is ONLY a Liability policy--Insurance DOES NOT COVER ANY DAMAGE TO ATV'S

In the event of a total loss situation (vehicle is totaled--\$5000 OR MORE IN DAMAGE), the renter's credit card will be charged \$5000 in ADDITION TO THE FULL RENTAL FEE AND TAXES ON THE RENTAL FEE--PER VEHICLE INCIDENT. IF WINDROCK ATV RENTALS DOES NOT WISH TO FILE A CLAIM AGAINST THE INSURANCE, THE RENTER IS 100% FINANCIALLY RESPONSIBLE FOR REPLACEMENT OF THE VEHICLE.

THE RENTER WILL BE CHARGED FOR ANY AND ALL DAMAGES TO THE RENTAL VEHICLE.

BY SIGNING ANY OF THE DOCUMENTS THAT ARE PROVIDED BY WINDROCK ATV RENTALS TO THE RENTER AT THE BEGINNING OF THE RENTAL PERIOD, THE RENTER IS AUTHORIZING THE CREDIT CARD THAT THE INITIAL DEPOSIT IS HELD ON TO BE CHARGED UP TO FULL RETAIL VALUE OF



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THE MACHINE, PARTS, AND LABOR TO COVER ANY AND ALL ADDITIONAL COSTS OF REPAIR ABOVE THE INITIAL \$1000 DEPOSIT. THE CREDIT CARD ON FILE CAN BE CHARGED UP TO THE FULL RETAIL VALUE OF THE MACHINE.

Motorcycle/Scooter/ATV Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter on the reverse, 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. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the independent motorcycle dealer named in this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid motorcycle or scooter driver's license and, is at least 25 years of age unless the age restriction is changed elsewhere in this Agreement. "Vehicle" means the motorcycle/scooter/ATV identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "Loss of Use" means the loss of our ability to use the Vehicle for any reason due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to upgrade, opportunity to sell, or transportation of employees. Damages for Loss of Use are often difficult to determine with precision. Therefore, you and we agree that Loss of Use will be calculated by multiplying the number of days from the date the Vehicle is damaged until it is replaced or repaired, times 80% of the daily rental rate, which you and we agree represents a reasonable estimate of actual damages and not a penalty. "Diminished Value" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement.

2. 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. We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.

3. 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 loss 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 and return the Vehicle with as much fuel as when rented.

4. Responsibility for Vehicle Damage or Loss; Reporting to Police. You are responsible for all damage to or loss of the Vehicle, including the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the



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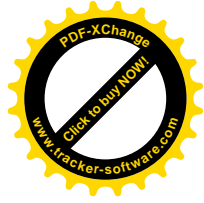
Vehicle is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Vehicle, Loss of Use, Diminished Value and a reasonable charge to cover our administrative expenses connected with any damage claim. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute breaches of this Agreement. The Vehicle shall not be used by anyone other than you. You will not operate the Vehicle: (a) while under the influence of any drug or alcohol; (b) if you obtained the Vehicle by giving us false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) to carry a person other than you; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal material; (g) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (h) on unpaved surfaces; (i) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; or, (j) after an accident with the Vehicle unless and until you summon the police to the accident scene.

6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required the law of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

7. Charges. You will pay us, on demand all charges due us under this Agreement, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) optional products and services you purchased; (c) fuel, if you return the Vehicle with less fuel than when rented; (d) applicable taxes; (e) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge; (f) 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; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (i) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (j) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented.

8. Deposit. We may use your deposit to pay any amounts owed to us under this



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Agreement.

9. 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 our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. Breach of Agreement. The acts listed in paragraph 5, above, are breaches of this Agreement. 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.

11. 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. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

12. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this

Agreement does not constitute a waiver of any other provision of this Agreement.

Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

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