



**LAND AND LAKE RENTAL, LLC
RENTAL AGREEMENT**

Renter: _____

Address: _____

Phone: _____ **Email:** _____

Driver's License: _____

Insurance / Policy #: _____

Rental Equipment: _____

Rental Location: _____

Rental Term:

Pickup Date - Pickup Time is 5:00 PM: _____

Return Date - Return Time is 2:00 PM: _____

Rental Charges:

Base Rental: \$ _____ **Rental Days:** _____ **Total Rent:** \$ _____

Equipment Additions:

_____ \$ _____
_____ \$ _____
_____ \$ _____

Delivery / Return Charges: \$ _____

Set Up Charges: \$ _____

Security Deposit: \$ _____

Total Rental Charges: \$ _____

Reservation Deposit - Due at Booking: \$ _____

Final Payment - Due 30 Days Prior to Rental: \$ _____

1. Rental. Land and Lake Rental, LLC and its owners ("LandandLake") hereby rents to the Renter a trailer or ice fishing house (the "Equipment"), on the terms and conditions set forth herein, for the duration of the Term, as hereinafter defined.
2. Rental Term. The rental term (the "Term") of this Agreement shall be as noted above. If the Equipment remains in the possession of the Renter beyond the Term, then all of these terms and conditions shall be deemed to extend until the Equipment is returned to LandandLake and a daily late penalty shall be charged to the Renter in accordance with these terms and conditions.
3. Rent. The Customer shall pay to LandandLake rent plus applicable taxes for the rent of the Equipment in the amount as noted above (the "Rent").
4. Reservation Deposit. Upon or prior to signing this Agreement, the Renter shall pay to LandandLake a reservation deposit in an amount equal to 50% of the Rent (the "Reservation Deposit") to be held without interest and applied by LandandLake against the Rent and any other amounts outstanding or payable pursuant to these terms and conditions.
5. Cancellation by LandandLake. LandandLake reserves the right to cancel the rent of the "Equipment" at any time due to unforeseen circumstances (i.e. inclement weather and/or ice conditions). In the event of cancellation by LandandLake, the Reservation Deposit shall not be refundable, but shall be transferrable to a future rental by the Renter.
6. Cancellation by the Renter. If the Customer cancels the Rental of the Equipment ninety (90) days or more prior to the start of the Term, the Reservation Deposit shall be refundable (subject to the Payment Processing Fee). If the Customer cancels the Rent of the Equipment less than ninety (90) days but thirty (30) days or more prior to the start of the Term, the Reservation Deposit shall not be refundable but shall be transferrable to a future rental by the Customer. If the Customer cancels the Rental of the Equipment less than thirty (30) days prior to the start of the Term, the Reservation Deposit shall not be refundable or transferrable and Icebound shall be entitled to retain the Reservation Deposit.
7. Payment Processing Fee. All refunds are subject to a payment processing fee equal to 5% (the "Payment Processing Fee").
8. Damage Deposit. Prior to the start of the Term, the Renter shall pay to LandandLake a damage deposit in the amount of \$500.00 (the "Damage Deposit") to be held without interest and applied by LandandLake against any amounts outstanding or payable pursuant to these terms and conditions. If the Customer defaults in the performance of any of the terms and conditions of this Agreement, then LandandLake may, at its option, apply all or any part of the Damage Deposit on account of any losses or damages sustained by LandandLake as a result of such default. If the Renter complies with all of the terms and conditions of this Agreement, the Damage Deposit shall be returned in full, without interest, to the Renter at the end of the Term.
9. Use. The Renter shall keep the Equipment in good repair and working order during the Term, and shall return the Equipment to LandandLake on the date that the Term expires, in the same condition as it was rented, ordinary wear and tear excepted. The Renter acknowledges the report as attached to the Agreement as condition of the Equipment at the time of Rental. The Renter shall make no alterations, attachments or modifications to the Equipment. The Renter shall use the Equipment in a careful and proper manner and shall comply with all laws and regulations in any way relating to the possession, use or maintenance of the Equipment, including without limitation such laws or regulations pertaining to fishing and to the use of off-road vehicles. The Renter represents that the Renter has the knowledge and skill, to properly use and care for the Equipment. Operation of the Equipment while under the influence of drugs or alcohol is strictly prohibited. Smoking or use of any combustible material in the Equipment is strictly prohibited, which shall include but not be limited to any tobacco products, marijuana, e-cigarettes or personal vaporizers, or any other controlled drug or substance.
10. Fuel and LP Tanks. Upon departure fuel tanks and LP tanks are full and must be refilled to avoid a refilling charge of \$5.75 per gallon. Refilling charges will be deducted from the Damage Deposit.
11. License Requirements. The Renter acknowledges that he/she and each of the driver's listed above are at least twenty one (21) years of age and are capable and validly licensed drivers in the jurisdiction(s) where the Equipment will be used. The Renter agrees that LandandLake has the right to verify that driver licenses have been validly issued and are in good standing. Only those persons listed as drivers above and no other person may drive the Equipment.
12. Insurance. Renter agrees to provide proof of full coverage insurance including comprehensive, collision and liability 30 days prior to Rental. Renter must provide proof of insurance from Renter's insurance company to cover comprehensive, collision and liability. If any type of insurance does not or will not cover any type of damage, Renter is liable and responsible for any and all costs.
13. Late Return. If the Renter fails to return the Equipment at the end of the Term, the Renter authorizes LandandLake to charge a late penalty to the credit card identified above of \$500 for each calendar day until the Equipment is returned.
14. Loss or Damage. The Renter is responsible for and accepts the risk of loss or damage to the Equipment until it is returned to Renter. If the Equipment is returned unclean, either inside or outside, a cleaning fee will be deducted from Damage Deposit. If there is loss or damage to the Equipment, the Renter is responsible for all costs incurred by LandandLake to restore the Equipment. LandandLake may, at its option, apply all or any part of

the Damage Deposit on account of any losses or damages sustained to the Equipment. Equipment lost, stolen or damaged beyond repair will be charged to the Renter at LandandLake's full replacement cost, plus twenty percent (20%).

15. Transporting Equipment. The Renter may either pick-up and transport the Equipment itself to and from LandandLake's facility or LandandLake may transport the Equipment to the Renter at an agreed upon location. If the Renter has arranged to pick-up and transport the equipment itself then the Renter shall do so at its own cost and expense, and shall be responsible for returning the Equipment to LandandLake's facility before the end of the Term. If the Renter has arranged to have LandandLake provide transportation services, then an additional mileage charge of \$0.65 per mile for delivery and pick-up of the Equipment will be added to the Rent.
16. No Warranty. The Renter rents the Equipment from LandandLakes "as is". LandandLakes makes no representation or warranty with respect to the Equipment, including, with limitation, as to the durability, quality, condition or suitability of the Equipment for the Renter's purposes, except that LandandLakes warrants LandandLakes has the right to Rent the Equipment to the Renter. The Renter and LandandLakes agree that the limited warranty made by LandandLake set forth herein is exclusive and in lieu of all other warranties (including, without limitation, any implied warranties of merchantability or fitness for a particular purpose and any other implied warranties that may arise from a course of dealing or usage of trade). LandandLake hereby disclaims and excludes all other warranties.
17. Breach of Agreement. In the event of a breach of the terms and provisions of the Agreement by the Renter, LandandLake without prior demand, take possession of the Equipment by entry upon the Renters premises if necessary, with or without due process of law. In the event of any breach, Renter shall be liable for all expenses incurred by LandandLake, including reasonable attorney's fees and court costs expended to enforce collection, and in addition, rentee shall be liable for all damages suffered by LandandLake as a result of such breach.
18. Assumption of Risk, Waiver, Limitation of Liability and Indemnity. The Renter assumes the risks and hazards related to the use of the Equipment including, but not limited to: accidents, collisions, inclement weather, failure to act safely or within one's own ability to operate the Equipment, negligence of other persons and negligence on the part of the Renter. The Renter waives all claims against LandandLakes and its owners, agents, personnel and employees which the Renter or anyone claiming through or on the Renter's account may now or in the future have, including, without limitation, any claims in respect of any personal injury, death, property damage or loss, resulting directly or indirectly from or pertaining to the use, condition or operation of the Equipment and even if caused by the negligence of LandandLake or any of its owners, agents, personnel or employees. The Renter hereby indemnifies LandandLake and its owners, agents, personnel and employees from any and all loss, claims, costs, expenses, damages and liabilities (including, without limitation, reasonable lawyers' fees) howsoever caused, resulting directly or indirectly from or pertaining to the use, condition or operation of the Equipment, and even if caused in whole or in part, by the negligence of LandandLake or any of its owners, agents, personnel or employees.
19. Assignment. The Renter agrees not to assign this Agreement or transfer, sublease, encumber or give up possession of the Equipment without LandandLake's prior written consent, which may be arbitrarily withheld.
20. Miscellaneous. The Renter consents to the collection, use and disclosure of personal information for the purposes set out in this Agreement and enabling LandandLake to provide the Equipment. A copy of this Agreement and a copy of the signature will be treated as an original and will be admissible as evidence of this Agreement. Time shall be of the essence of this Agreement. The Agreement shall be construed according to the laws of the State of Minnesota applicable therein. If more than one Renter is named or executes this Agreement, the liability of each Renter shall be joint and several. This Agreement constitutes the entire agreement between the Renter and LandandLake. The rights of LandandLake hereunder are cumulative and no exercise or enforcement by LandandLake of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or which Icebound is otherwise entitled by law to enforce. LandandLake is the sole owner of the Equipment at all times during the Term. The Renter acknowledges that any provisions of this Agreement not valid by virtue of any applicable legislation shall not affect any other provision. Any provision hereof is declared and deemed severable and separate from any other provision.

By signing this Agreement, Renter and others approved on this Agreement, each certify that he/she has read and understand rules and regulations and further assumes the responsibility to see that all occupants of the Equipment comply with these rules.

The terms and conditions of this Agreement contain the entire understanding between the Renter and Landand Lakes and that no other representation verbal or written has been made which is not included in this Agreement.

Renter:

(Signature)

(Print Name)

(Date)

Land and Lake Rental, LLC:

Renter:

(Signature)

(Print Name)

(Date)