

Jeep Name
Renter Name

Return your Jeep by 5:00 pm on:



970-325-4523

-----Employee Use Only Above This Line -----

Problem? Call 970-325-4523

PRIMARY DRIVER

NAME (LAST, FIRST, M.I.)		DOB
ADDRESS		
HOME PHONE	CELL PHONE	
DRIVER'S LICENSE #	STATE	EXPIRATION DATE
INSURANCE CARRIER	POLICY #	EXPIRATION DATE
LOCAL CONTACT (HOTEL/CAMPGROUND, ETC.)		

ADDITIONAL DRIVER

NAME (LAST, FIRST, M.I.)		DOB
ADDRESS (CITY, STATE, ZIP)		
CELL PHONE #	HOME PHONE #	
DRIVER'S LICENSE #	STATE	EXPIRATION DATE

ONLY DRIVERS AUTHORIZED BY JEEPOURAY ARE PERMITTED TO OPERATE THE VEHICLE. RENTER IS RESPONSIBLE FOR ALL INJURY AND DAMAGE CAUSED BY UNAUTHORIZED DRIVERS. IF YOU DRIVE THIS VEHICLE UNSAFELY, YOU BREACH THIS AGREEMENT.

OPTIONAL COLLISION DEDUCTABLE WAVIER

@ \$30/DAY (INITIAL ONLY ONE):

ACCEPT?	DECLINE
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OPTIONAL TIRE AND GLASS DAMAGE WAVIER

@ \$20/DAY (INITIAL ONLY ONE):

ACCEPT?	DECLINE?
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All information entered on this page is correct, including options accepted or declined by me. I understand there is a 24-hour inspection period from the time of return of vehicle, and I agree to all terms and conditions of this agreement as presented on pages 1-7.

SIGNATURE:	DATE:
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QUESTIONS? EMAIL US AT info@ourayriversideresort.com

JeepOuray

Terms and Conditions

PLEASE READ CAREFULLY BEFORE YOU SIGN

The terms and conditions contained herein, together with the information on the Rental Agreement, constitute the entire agreement between you and JTP - Ouray Riverside Jeeps, LLC. (herein referred to as JeepOuray) regarding your rental of a vehicle from JeepOuray. By initialing these Terms and Conditions and signing the Rental Agreement, you are agreeing to abide by and be bound by all of these provisions.

1. GENERAL INFORMATION -WARRANTIES:

- A. JeepOuray is the owner of the Jeep® you are renting. By renting it, you are being permitted by JeepOuray to use the Jeep® but have no authority to act for or on behalf of JeepOuray. Under no circumstances are you permitted to have the Jeep® serviced or repaired without JeepOuray's express permission.
- B. You are renting the Jeep® as is, JeepOuray makes no warranties to you or anyone else of any kind or nature, whether express or implied, as to merchantability or fitness of the Jeep® for any particular purpose. Under no circumstances will JeepOuray be responsible to you for any loss, damage or inconvenience which you may suffer as a result of any breakdown or malfunction of the Jeep®.

INITIAL HERE _____

2. USE OF THE JEEP®:

- A. Rental of this is limited to fully insured and validly licensed drivers 25 years or older. Only you and anyone who has signed these Terms and Conditions and the Rental Agreement as an additional driver are permitted to drive.
- B. You agree to drive the only on established roads or trails within the State of Colorado. You agree not to drive the on private property or in any Wilderness, or Primitive Area, or on any closed road in the National Forest or Bureau of Land Management Area. **You also agree not to drive the Jeep® on Black Bear Pass or on Poughkeepsie Gulch Trail without the express written consent of JeepOuray. Any vehicle caught in these areas will be charged a minimum penalty of \$500.00.**

INITIAL HERE _____

- C. **You agree not to have any pets in the vehicle.**

INITIAL HERE _____

- D. You agree to carry no more than the vehicle rated number of occupants in the Jeep® (5 for a Wrangler JLU). You also agree that all persons will ride in seats within the passenger compartment of the Jeep®. You agree not to carry anyone or anything in the Jeep® for hire.
- E. You agree not to place ice chests, coolers, or other large objects on the seats of the Jeep®, which may cause damage to the seats. You may place them on the floor or if your ice chest is too large, JeepOuray will loan you a small ice chest at no charge.

- F. You agree not to use the Jeep® to tow, push, pull or otherwise move any other vehicle, trailer or object.
- G. You agree not to use the Jeep® in any test, race, or competitive event.
- H. You agree not to drive the Jeep® while under the influence of alcohol or drugs. You also agree not to use the Jeep® in any way which violates local, state, or federal law, including failure to report an accident, and transporting any drugs or alcohol in the Jeep®. If you drive the Jeep® unsafely, you breach this agreement. Unsafely can include negligent driving or violations of applicable traffic laws. If you fail to abide by any of these provisions, you will be solely responsible for any injury or damage which occurs. This may include the full value of the Jeep® and any loss of business which JeepOuray suffers because of any damage to the Jeep®. In addition, if you violate any of the provisions of this Agreement, JeepOuray's insurance will not cover you and the Tire Damage Waiver (TDW), if purchased, will cease to be effective.

INITIAL HERE _____

3. VEHICLE CONDITION AND RETURN:

- A. You agree that the Jeep® which you have rented is in good condition when rented to you (except as noted on the attached diagram) and that you will return it in good condition without any damage or injury, JeepOuray may collect a damage and security deposit from you before you take the Jeep®.

INITIAL HERE _____

- B. If you do not return the Jeep® on time, or if you violate any provision of this agreement JeepOuray will be permitted to locate and repossess the Jeep® without any notice or hearing. If JeepOuray repossesses the Jeep®, you will have to pay any costs incurred by JeepOuray in doing so.

4. CHARGES:

You agree to pay JeepOuray. either in cash, or at JeepOuray's option, by approved credit card, all of the following charges in addition to JeepOuray's required deposit.

- A. Full day rental charge or half day rental charge, at JeepOuray's then current rate together with applicable state and local taxes and assessments. **On full day rentals, you may pick up the Jeep® after 6:00 p.m. the evening before. The Jeep® due back no later than 5:00 p.m. on the last rental day.** Basic rental rates allow up to 150 miles per day free for full day rentals and 75 miles free for half day rentals. Any mileage above these amounts will be paid at JeepOuray's then current mileage rate.

INITIAL HERE _____

- B. Any other charges including TDW charges, cleaning fees if the jeep is not returned clean, fuel charges if the Jeep® is returned with less than a full tank, late return charge of \$50.00 per hour, or portion thereof, towing or recovery charges, repair costs, Jeep® Road Fund assessment charge, and all applicable taxes.

INITIAL HERE _____

- C. If the Jeep® or any tools, parts, equipment, accessories, or other items which accompanied it when rented to you are lost or damaged, you will be responsible and strictly liable for the full retail cost of

repairing or replacing the lost or damaged items whether or not the loss or damage is your fault. In addition, you will have to pay JeepOuray for any loss of business due to the loss or damage to the Jeep® or its contents.

- D. You are responsible for all fines, court costs, and other expenses for parking, traffic, and other violations with respect to use of the vehicle while on rental.
- E. Any fines, costs, penalties or assessments of any type whatever levied or charged against JeepOuray or which JeepOuray is obligated to pay and which arise out of your rental, use or possession of the Jeep®.
 - e. Any expenses, including costs and attorney fees, which JeepOuray incurs in collecting charges due under this agreement or in recovering the Jeep® from you for any reason including abandonment or violation of any term of this agreement. You specifically agree that the Damage Deposit may be retained by JeepOuray and applied to any outstanding charges which you owe JeepOuray. You also agree that JeepOuray may charge your Credit Card for any such charges.

5. OTHER CHARGES:

- A. Fuel and Washing: When you return the Jeep®, it must have a full tank of unleaded regular gasoline or you will be charged for refueling. The charge for refueling will be at JeepOuray's then current rate. Any Jeep® returned with excessive mud, dirt or road debris will be charged up to a \$100.00 washing fee.

INITIAL HERE _____

- B. **If you return the vehicle prior to the “due in” date shown, you are responsible to pay for the full term of the rental.**

INITIAL HERE _____

- C. If the Jeep® has to be towed for any reason other than mechanical breakdown, or if JeepOuray has to pay any costs associated with recovering the Jeep®, you will pay all of those costs and will reimburse JeepOuray for any loss due to downtime of the Jeep®.

6. COLLISION DEDUCTABLE WAIVER/TIRE DAMAGE WAIVER:

You are responsible for any and all damage to the Jeep® while it is rented to you whether or not the damage or loss is your fault and regardless of the cause of the damage or loss. Your liability will be the total cost of the loss or damage, or of the repair of the damage, up to the total retail value of the Jeep®, at the time of loss or damage, less any salvage value, plus any towing, storage, impound or other charges and full loss to JeepOuray due to downtime of the Jeep®.

If you want to limit your liability under the preceding paragraph, at the time of renting the Jeep® you may elect either or both the Collision Deductible Waiver (CDW) and the Tire Damage Waiver (TDW). This is not insurance coverage; it is simply an agreement between you and JeepOuray as to who is liable for what.

If you elect to take the CDW, you and/or your insurance will still be primarily liable for any loss or damage to the Jeep®. However, if your insurance does not cover everything, for example if there is a deductible, the CDW will waive any charge for whatever part of the loss or damage your **deductible** does not cover. In addition, the CDW will waive any charge for loss of business to JeepOuray due to Jeep® downtime. Neither the CDW or

TDW will be effective, even if you have paid for them, if any damage is due to deliberate or willful misconduct or misuse of the Jeep®.

INITIAL HERE _____

7. LIABILITY INSURANCE:

While JeepOuray maintains liability insurance covering the Jeep® which you are renting, your insurance coverage will be primary in the event of any claim. Only after your coverage is exhausted will our insurance make any payments. You agree to indemnify and hold JeepOuray, its owners, agents and employees harmless from and against any and all loss, liability or expense in excess of, or outside the scope or extent of, the coverage provided by JeepOuray's Liability Insurance. JeepOuray provides liability insurance coverage with limits of coverage at or above the minimum levels required by Colorado law. In the event any coverage beyond that already provided is required to be provided by JeepOuray under Colorado Law, you agree that the coverage will be the minimum allowed.

You agree to maintain automobile insurance during the term of this agreement, providing yourself, and any other person operating the rental vehicle, with the following primary coverage:

- A. Bodily Injury and Property Damage liability coverage
- B. Comprehensive and Collision coverage with a policy limit equal to or greater than \$50,000, which extends to hired and non-owned vehicles.**
- C. Personal Injury protection, no-fault coverage where required.
- D. There must not be any exclusion of Jeeps or any other type of off-road vehicle.

INITIAL HERE _____

8. PERSONAL PROPERTY:

JeepOuray is not liable, under any circumstance, for any loss or damage to your personal property while it is located in the Jeep® or at any other time, regardless of the cause of such loss or damage. In the event your property is lost or damaged, you agree not to make any claim against JeepOuray, its agents, employees or owners for the loss or damage.

9. ACCIDENTS/LOST OR STOLEN JEEP®:

If there is an accident involving the Jeep®, you must report it immediately to the police and to JeepOuray. You agree to cooperate with the police and JeepOuray in completing any accident or other reports and will provide the police and JeepOuray any information they request in connection with any accident. This includes witness names, addresses and telephone numbers, witness statements, copies of any citations and all other information. If the Jeep® is lost or stolen. you must immediately report its loss to the police and to JeepOuray. Whether or not the loss or theft is your fault, you are responsible for paying JeepOuray the full amount of any cost of such loss or theft including any downtime to JeepOuray.

10. OTHER TERMS:

- A. If there is any dispute between you and JeepOuray regarding these Terms and Conditions or the Rental Agreement or which in any way relates to your rental of a Jeep® from JeepOuray, any suit regarding such dispute must be brought in the courts of Ouray County, Colorado. You agree to submit to the jurisdiction of the courts of Ouray County, Colorado in the event of any such dispute and agree to accept service of process by mail at the address or addresses which you have given on the Rental Agreement. Any such suit will be decided under the law of Colorado.

- B. You may not assign this Agreement. If you attempt to do so, such attempt shall be null and void and of no force or effect.

- C. The Agreement between you and JeepOuray consists of the Rental Agreement and these Terms and Conditions. These documents contain our entire agreement and there is no other understanding or agreement between you and JeepOuray, either oral or written. Any change in the Rental Agreement or in these Terms and Conditions, or any agreement supplementing or interpreting those documents must be written and signed by both you and JeepOuray to be effective.

I have carefully read all of the terms contained in this document. Any questions I have regarding the meaning of any of these terms have been fully explained to me by JeepOuray. By signing this Agreement and initialing these Terms and Conditions, I agree to abide by and be bound by each and every term contained in this Agreement. Each Person signing as a Customer or Additional Driver also agrees to be jointly and severally liable for all charges under this Agreement.

SIGNATURE OF RENTER _____ DATE _____

SIGNATURE OF ADDITIONAL DRIVER _____ DATE _____



VEHICLE INSPECTION FORM

CHECKMARK
= OK AS IS,
Write in any damage

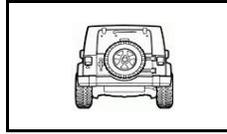
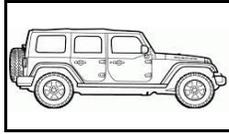
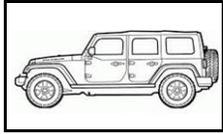
COMPLETE ALL ITEMS IN GREEN BEFORE TAKING POSSESSION OF VEHICLE

RENTER NAME

VEHICLE NAME

CHECKOUT DATE

NOTES:



DRIVER'S SIDE

OUT	IN
DOORS & WINDOWS	

FRONT SIDE

OUT	IN
FRONT BUMPER	

PASSENGER SIDE

OUT	IN
DOORS & WINDOWS	

REAR SIDE

OUT	IN
REAR BUMPER	

ROCKER PANEL

--	--

GRILL

--	--

ROCKER PANEL

--	--

TAILGATE

--	--

FRONT FENDER

--	--

HOOD

--	--

FRONT FENDER

--	--

LICENSE PLATE

--	--

REAR QUARTER PANEL

--	--

WINDSHIELD

--	--

REAR QUARTER PANEL

--	--

REAR WINDOW

--	--

LEFT SIDE MIRROR

--	--

LIGHTS

--	--

RIGHT SIDE MIRROR

--	--

TAIL LIGHTS

--	--

WHEELS & TIRES

--	--

TOP

--	--

WHEELS & TIRES

--	--

SPARE TIRE

--	--

UNDERCARRIAGE

FRONT SUSPENSION

--	--

REAR SUSPENSION

--	--

TRANSFER CASE

--	--

OTHER

--	--

INTERIOR / MECHANICAL

FRONT SEATS

--	--

REAR SEATS

--	--

JACK & TOOLS

--	--

OTHER

--	--

FUEL & MILEAGE

GAS IN	GAS OUT

MILEAGE OUT

--

MILEAGE RETURNED

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Vehicles must be returned clean or will be subject to up to a \$100 cleaning fee. I give JeepOuray permission to charge my card for all damages caused during my rental not covered by my personal insurance. I understand that I am responsible for all mechanical damage not covered under Chrysler warranty and all towing or recovery charges not related to warranty failure. I also understand that this form is part of the rental agreement.

CUSTOMER SIGNATURE

DATE