

Llama and Equipment Rental Agreement

This *Llama and Gear Rental Agreement* hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Llama Adventures Unlimited, a Limited Liability Company, doing business as Access WILD and organized under the laws of the state of Montana, having its principal place of business at 2025 Oro Fino Gulch, Helena, MT 59601, and hereinafter referred to as "Owner",

AND

XXXXX, an individual, with the following address: XXXX, and hereinafter referred to as "Renter".

Owner and Renter may be referred to individually as "Party" and collectively as "Parties."

Terms

WHEREAS, Owner wishes to offer for rent llamas and equipment (hereinafter referred to as 'Item(s)'), as defined below;

WHEREAS, Renter wishes to rent Item(s) from Owner;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Rental Item(s): Owner hereby agrees to provide, and Renter agrees to rent, the following Item(s):

Quantity	Item(s)
X	Llama(s)
X	Llama-saddle combo per rented llama (saddle, saddle blanket, halter, lead rope, stake-out rope, stake-out pin, llama cookies)
X	Pannier/pack bag (2 per llama)
X	4-gallon square bucket (2 per pannier if requested)
X	Pannier scale to weigh panniers
X	Llama First Aid Kit & Saddle repair kit
X	Llama Packing Clinic @\$55.00/person



Duration of Rental: The transaction between Owner and Renter regarding Item(s) will hereinafter be described as the "Rental."The Rental begins and ends on:

Start Date:	XXX
End Date:	XXX

Price: For the rental of Item(s) the Renter agrees to pay and the Owner agrees to accept the following amount:

Rental Price:	XXX
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Rental charges are billed to the Renter from the time Item(s) is assigned to the Renter until its return. Rental charges are billed for the full term even if Item(s) is returned before the end of the term. If Item(s) is not returned during or at the end of the term, then the rental charges shall continue on a full-term basis until Item(s) is returned. No allowance is made for Item(s) which is claimed not to have been used. If Item(s) is not returned on the end date, the Owner reserves the right to take the necessary action to regain possession.

The Owner does not rent a trailer to Renter for transporting llamas. The Renter may bring a personal trailer or borrow a trailer from the Owner free of charge for the duration of the rental. However, the use of any trailer owned by the Owner is not subject to this agreement and to be treated separately and independently from the Item(s) specified herein.

Deposit and Payment: A non-refundable deposit of 25% of the Rental Price (Deposit) is required at the time of reservation and is applied towards the rental. The Owner reserves the right to cancel a rental at any time prior to the start date; the deposit is returned in full at that time. The owner is not responsible for additional expenses incurred by the Renter e.g., travel expenses, in conjunction with a canceled reservation. In case of cancellation, the deposit may be applied towards another rental for up to one year at the Owner's sole and exclusive discretion. Payment of the full Rental Price is due 7 days prior to the start date. Non-payment of the balance is considered a cancellation and the deposit forfeited.

Transfer of an Item(s): Item(s) are transferred from the Owner to the Renter at the following pick-up location and the Renter shall return Item(s) to the agreed return location:

Pick-up Location:	2025 Oro Fino Gulch, Helena MT 59601
Return Location:	2025 Oro Fino Gulch, Helena MT 59601

Risk of Loss: Renter shall return Item(s) in the same condition it was received; normal wear and tear are expected. Renter agrees to protect and keep Item(s) in a good state at his/her own expense. The risk of loss of Item(s) rests entirely with the Renter. Renter is responsible for any and all damage of or to Item(s) or if it is lost or stolen. Renter agrees to pay the Owner the full cost of repair and/or replacement. For Item(s) that are lost, stolen, or damaged beyond reasonable repair, the Renter must reimburse the Owner for the full replacement



value of Item(s). The Renter may be required to further compensate the Owner in rental charges, for any time loss as a result of replacement or repair of damaged or not returned Item(s). The Owner will assess the cost, at the Owner's sole and exclusive discretion, and provide Renter with an invoice to be paid immediately. The Owner's invoice for replacement or repair is conclusive as to the amount Renter shall pay for repair or replacement.

Inspection: Renter acknowledges that Renter has had the opportunity to fully inspect Item(s) and has found Item(s) to be suitable for the purpose. Renter further acknowledges and agrees that Renter understands the proper use of Item(s) and that Renter will notify the Owner immediately in case Item(s) becomes unsuitable or unsafe for use. In such instances, Renter will immediately discontinue the use of Item(s) and the Owner will replace Item(s) if possible. However, in no circumstance is the Owner responsible for any damage, delay, or incidental or consequential damages caused by any form of interruption of use for Item(s). The Owner shall have the sole discretion to determine if, and to what extent, Item(s) has been damaged.

Disclaimer of Warranty: Owner and Renter each agree that Item(s) is being rented "As Is" and that Owner hereby expressly disclaims any and all warranties of quality, whether express or implied, for a particular purpose and expressly excludes and disclaims all warranties and representations of any kind, including any warranties of fitness for a particular purpose, except that Owner shall replace Item(s) with an identical or similar item(s) in case of failure. Such replacement shall be made as soon as practicable after Renter returns the non-conforming Item(s).

Limitation of Liability: Renter agrees to hold the Owner harmless for any damage or injuries caused as a result of any negligence on Renter's part. In no event will Owner's liability exceed the total amount paid by Renter to Owner for the Rental of Item(s) for any cause of action or future claim. Renter shall indemnify Owner against, and hold the company and company's employees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Renter's use of Item(s), including without limitation the selection, delivery, possession, use, operation, or return of Item(s). Renter hereby acknowledges and agrees, as above, that the Owner is not liable for any special, indirect, consequential, or punitive damages arising out of or relating to this Agreement in any way. The title and ownership of all rented Item(s) shall remain with the Owner at all times.

Responsibilities: It is the Renter's responsibility to understand the proper use and care of Item(s). The Owner is not responsible for any injury, loss, or damage, directly or consequently, arising out of the use or inability to use Item(s), whether used singularly or in connection with any other Item(s). Renter shall not:

- permit Item(s) to be used by any person who is not authorized to use such Item(s);
- operate or use Item(s) or permit it to be operated or used in violation of law;
- operate or use Item(s) or permit it to be operated or used to commit a violation of law; and/or
- operate, use, maintain, or store Item(s) in a manner likely to cause damage to Item(s).



General Provisions:

- A. **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Montana and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Montana. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B. The Renter shall pay all reasonable attorney and other fees, the expenses and costs incurred by Owner in the protection of its rights under this rental agreement, and for any action taken Owner to collect any amounts due to the Owner under this rental agreement.
- C. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- D. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by either Party.
- E. **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.
- F. **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute a waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute a waiver of such term or any other term.
- G. **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- H. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- I. **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- J. **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single Agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.
- K. **FORCE MAJEURE/EXCUSE:** Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. The Owner is not liable for any delivery delay or non-performance caused by labor or transportation disputes or shortage, material delays, or delays or nonperformance caused by any of the Owner's suppliers.



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- L. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail to the address of the relevant Party set out at the head of this Agreement.

Execution

Access WILD Representative Name:	Thomas Baumeister
Signature:	
Date:	
The Renter hereby acknowledges and agrees to the terms and conditions listed herein.	
Renter Name:	XXX
Signature:	
Date:	

Updated June 1, 2020