



# UTAH CAMPING COMPANY

## CAMPING GEAR & PACKAGES

### RENTAL AGREEMENT TERMS & CONDITIONS

This UTAH CAMPING COMPANY RENTAL AGREEMENT (hereinafter referred to as "Agreement" is entered into by and between UTAH CAMPING COMPANY, a Utah Corporation (hereinafter referred to as "UCC", "we", "us", "our"), and "CUSTOMER" (also referred to as "you", "your") (the "Parties") for the primary purpose of renting products, trailers, tents, or other equipment for your use from UCC. The parties mutually agree as follows:

#### 1. DEFINITIONS:

- a. "CUSTOMER" includes but is not limited to all persons or entities who agree, electronically, or by other means to this Agreement, through electronic check box, credit card authorizations, or other signatures or acknowledgements obtained by UCC which illustrates an acknowledgement or agreement to the terms and conditions as stated in the Agreement.
- b. "DAMAGES" Includes but is not limited to all issues or circumstances as stated in this Agreement as stated below.

#### 2. INTEGRATION:

- a. Your agreement with us includes this Agreement and the Privacy Policy which is incorporated herein by reference. It is available on our website at <https://utahcampingco.com/privacy-policy/>.

#### 3. RESERVATIONS, PAYMENTS, and DEPOSITS:

- a. Gear rental reservations (also referred to as "rental gear bookings") may be made up to 12 months in advance. Same-day reservations cannot be accepted without our approval. Please call us to determine availability. We will use all reasonable efforts to accommodate you or your party. Rental gear bookings can be made online or over the phone or through email.
- b. All rentable gear including packages require a two (2) day rental minimum. Gear can be kept for a maximum of thirty (30) days unless otherwise approved by us.
- c. During booking you will be asked to pay your invoice total in full. Camping Packages may include a security/damage deposit that varies depending on the package type and size. The security/damage deposit amount is authorized and pending only and released within 72 hours (3 days) after the rental end date minus

any fees for damage, loss, repair, or replacement as we may determine in our sole discretion. (See "Damages" below for all conditions).

- d. Changes to your gear rental booking dates may be accommodated if the dates requested and the equipment is available. All change requests are at our discretion but we will use all reasonable efforts to accommodate you. All requests for changes in your reservation must be made in writing (by email) or by phone no later than 7 days before your original rental start date. We reserve the right to deny any request. If changes are requested during the 48 hours prior to your rental start date, we reserve the right to deny your requests and all cancellation fees may apply pursuant to this Agreement at our discretion.

#### **4. CANCELLATIONS:**

- a. You must immediately notify UCC staff and request a cancellation of your reservation by calling us at 1-385-367-CAMP(2267) or emailing [info@utahcampingco.com](mailto:info@utahcampingco.com). We understand that plans change and sometimes you may not be able to enjoy your reservation with us. We promise to do everything we can to accommodate your cancellation.
- b. Cancellations for any reservation must be made prior to your gear shipping out or being picked up with a full refund minus 5% of your rental total for processing fees.
- c. Any cancellation made after your gear has been shipped or leaves our warehouse for delivery will result in a loss of all payments made. We reserve the right to waive this provision on a case-by-case basis and only by request.
- d. If you fail to cancel your reservation within the time limits described herein, we may be able to apply the amounts lost toward a future rental. UCC and its management have the right and discretion to apply any or all lost payments toward a future rental on a case-by-case basis and only by request.
- e. If you fail to notify us about your cancellation and delivery is made without you showing up or accepting any of UCC property, the full amount of your booking will be processed minus your security deposit.

#### **5. DELIVERY AND PICK-UP:**

- a. There must be a designated adult at the delivery address upon delivery. Unless other arrangements have been made with us, an inability to reach someone within a reasonable time of arriving at the address within the window of time you selected in the delivery and pick-up schedule form will be considered a last minute cancellation in which you will be charged 100% of the full rental cost.

#### **6. LOCATION, AREA, OR CAMPGROUND RULES/RESERVATIONS:**

- a. You shall abide by all rules, regulations, state laws, federal laws, and any ordinance or regulation (local or private) that may be applicable to the location, area, or campground that you are staying or camping. We are not responsible for

educating you or informing you about these rules, laws, ordinances, or regulations. Please govern yourself accordingly.

- b.** You are responsible for all campground reservations or permits (or other location/area where UCC property is being delivered). UCC is not responsible for and may be restricted from obtaining any reservation or permit for any customer. All campground reservations or permits must be acquired by you prior to your rental start date and made through the agency related to the campground/location. All fees for campground/location reservations/permits are in addition to the fees or rental prices under this Agreement or that UCC charges for its services and gear. No refunds will be given for you not properly obtaining the correct reservations or permits and all cancellation fees shall apply.

## **7. PETS:**

- a.** We love pets as much as you do and have no problem allowing pets.
- b.** It is your responsibility to check and determine if pets are allowed at your given delivery location or camping area. If pets are not allowed at the location or campsite and you bring them, we reserve the right to terminate your rental and apply any and all cancellation fees applicable.
- c.** YOU SHALL NOT leave pets unattended in any tent, car, or the campsite, area, or location you are staying. Temperatures can rise quickly resulting in serious harm or death to your pet. Pets shall not be left alone at the location or campsite even if they are tied up or kenneled.
- d.** It is your responsibility to know the pet regulations of the location, campground, or areas you are going to and abide by them. You are responsible to clean up after your pets, including but not limited to any urine, feces, or other waste your pet creates or causes both inside and outside of our equipment. All waste shall be disposed of properly and shall not be dumped in any trailer toilet. We are not responsible for your pets or any damage, injury, or problems they may cause with our equipment, our staff, location, or 3rd party property and you shall hold us harmless and indemnify us from any liability therefrom.
- e.** If any UCC property is damaged by your pet (i.e. urine stains or broken screens) we reserve the right to deduct any damage amount from your security deposit as we determine in our discretion. Also, keep in mind that your security deposit amount is not the limit of your liability.
- f.** You acknowledge that possibly all of our equipment may have had a pet/animal in or around it at some time in the past. If you have any type of pet allergies or other issues, please contact us and we will do our best to accommodate you so that you do not experience an allergy or irritation. However, we cannot and do not guarantee or warranty that any of our trailers or equipment are free of pet hair, dander, or other animal allergens or the like and you shall hold us harmless from any issue, injury, or allergies you or your guests may experience.

## **8. OTHER FEES:**

- a. Utah State Taxes in the amount of 7.25% will be assessed on all rentals.
- b. As stated, you are responsible for all campground/area reservations or permits that are applicable.

## **9. DAMAGES:**

- a. In the event that the security/damage deposit as stated above does not cover the full amount of damages you shall be liable for the deficiency and shall pay that amount immediately upon request. The security/damage deposit is not a limit to your liability. UCC may be able to offer you additional renter insurance, please inquire prior to your rental start date.
- b. The customer shall notify UCC staff if there is anything apparently missing from their rental package, if gear is damaged prior or during your rental and if gear that has been shipped to you has been lost or stolen.
- c. If any damages are made to any UCC property the total amount to repair the damages or replace the items will be taken from the security deposit. The security deposit is not a limit of your liability in case of damage, repair, or replacement.
- d. You authorize and acknowledge that we may directly charge your credit card on file for any repairs, replacement costs, or damages beyond the security deposit pursuant to this agreement, if applicable.
- e. Any normal wear and tear from appropriate use will not cause a loss in security deposit and is expected.
- f. Damage includes but is not limited to: Any missing items, water damage from leaving gear in the open while raining, damage to any equipment, appliance or fixture, fire damage, excessive campfire smoke damage, evidence of smoking in the tents, tears or holes in tents and other fabrics. Pet urine, feces, or other damages or scratches. This list is not an exhaustive list of possible damages and UCC in its sole discretion shall determine if any particular damage has occurred.
- g. Smoking is strictly prohibited inside of tents. Any evidence of smoking will result in a complete forfeiture of your security deposit.
- h. Cleaning fees are not assessed unless the gear items are returned in an exceedingly poor state, which we shall determine at our discretion. In the event that we deem it necessary to assess a cleaning fee, a \$75 hourly cleaning and restoration fee will be charged.
- i. The damages and refund amounts listed herein, shall not be considered a liquidated damage. The parties acknowledge that these amounts are not disproportionate to the possible compensatory damages UCC may incur nor do they constitute a forfeiture. Specifically, the parties acknowledge that these amounts bear a reasonable relationship to the actual damage UCC would incur which is related to the labor, costs, equipment, and preparation for any particular rental.

## **10. REFUNDS:**

- a. UCC shall have the sole discretion to issue any refund and all cancellation policies stated herein shall apply.
- b. Refunds are not issued for unused rental days or early checkouts.
- c. If you are unable to make it to your campground due to weather conditions, UCC must be notified immediately and we reserve the right to decide whether a full partial or any refund will be made. Again, this is at UCC's discretion.
- d. Renters are advised to purchase a third party insurance (trip cancellation or interruption insurance) that would cover you in case of a natural disaster or something preventing you from making it to your rental.

#### **11. SHOP ITEMS & ADDONS FOR PURCHASE:**

- a. All items for purchase are sold as is and no warranty of any particular purpose or merchantability shall be granted and as further stated herein and incorporated herein by reference.
- b. All sales and purchases are final. We reserve the right to refund or exchange any sale or purchase for any shop item in our sole discretion.

#### **12. YOUR RESPONSIBILITIES:**

- a. You will comply with all Utah state and local laws while renting with UCC.
- b. You will comply and educate yourself about the proper storage and use of food and garbage. Food, garbage, and edible products (deodorant, toothpaste, etc.) must NOT be left outside unattended as this may attract and pose a threat to wildlife. All food, garbage, and edible products must be stored in cars, trailers, or appropriate bear boxes, or appropriately hung in trees.
- c. You are responsible for any damages to tents or any gear made by wildlife if appropriate precautions and actions were not taken.
- d. You must be aware, do research, and ask questions about where you will be camping. If you are in bear country, near wildlife study areas, or near sensitive or historical sites, the proper actions and precautions must be taken. UCC is not responsible for your actions during your rental.
- e. It is your responsibility to be aware of any campground fire restrictions. UCC is not responsible for any customer making a fire during restricted times and will not be liable for any fines assessed.
- f. Campfires must be isolated to designated fire rings and never built near UCC equipment. Fireworks are always strictly prohibited while using any UCC rented property regardless of location.
- g. You are responsible for finding and securing campgrounds that are deemed appropriate for tent camping. UCC is not responsible for fines or damage occurring from customers using our equipment in areas not appropriate for tent camping.
- h. All renters, regardless of which package, must use appropriate and supplied means to appropriately dispose of all human and pet waste. If facilities are not provided at your campground you must use approved or park provided waste

bags or other means to dispose of your waste in accordance with regulations in the area you are camping in.

- i. YOU SHALL NOT leave children unattended in a tent. Temperatures can rise quickly resulting in serious harm to your child. Children are not to be left alone at your campsite.
- j. No alterations of any kind to UCC property shall be made.

### **13. DISCLAIMERS, WAIVERS, RISKS:**

- a. Utah Camping Company reserves the right to change prices, Terms & Conditions, and delivery areas without notice.
- b. UCC reserves the right to refuse service to anyone and will not be responsible for accidents or injury to its clients.
- c. You acknowledge that we are not a motor carrier nor is this a motor carrier transportation contract. We cannot transport any of your personal property
- d. You must be 21 years of age or older to rent UCC equipment, and you hereby acknowledge that you meet this requirement.
- e. You acknowledge that activities that require the use of equipment that UCC rents may be inherently dangerous and pose risks of significant bodily harm or death, or of property damage or theft.
- f. You acknowledge that you are renting or using all UCC equipment "AS IS."
- g. You acknowledge that UCC is not inducing you to participate in any particular activities or any activities at all.
- h. You acknowledge that UCC makes no representation that any activity that uses the equipment that UCC rents is safe or appropriate for your particular situation.
- i. You acknowledge that you will read all instructions for all UCC equipment, and you will also take any other reasonable steps to determine the proper use of any UCC equipment.
- j. You acknowledge that you will not use any UCC equipment in any way other than for its intended use. In any case, you will use your own judgment to determine whether it is safe to use or fail to use any of the equipment in any particular way for any particular situation.
- k. Assumption of the Risk. YOU EXPRESSLY ASSUME THE RISK OF ANY HARM THAT MAY ARISE DIRECTLY OR INDIRECTLY ASSOCIATED WITH THE USE OF UCC EQUIPMENT, WHICH MAY INCLUDE BUT IS NOT LIMITED TO BODILY INJURY OR DEATH, THEFT, DAMAGE, DESTRUCTION OR OTHER LOSS WHATSOEVER OF PERSONAL BELONGINGS OR VALUABLES OF YOURS OR OTHERS.
- l. Release and Hold Harmless. YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS UCC INCLUDING ITS OFFICERS, AGENTS, EMPLOYEES, PERSONNEL, MANAGERS, DIRECTORS, INDEPENDENT CONTRACTORS, AFFILIATES, AND SUCCESSORS AND ASSIGNS FOR OR FROM ANY CLAIMS, LIABILITIES OR DEMANDS, INCLUDING COSTS SUCH AS ATTORNEYS FEES, RELATED TO ANY PROPERTY DAMAGE, HARM, INJURY OR LOSS, INCLUDING DEATH, WHICH YOU

OR ANYONE ELSE MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF YOUR RENTAL AND/OR USE OF THE EQUIPMENT, YOUR FAILURE TO USE ANY OF THE EQUIPMENT, OR YOUR ALLOWING OR FAILING TO ALLOW OTHERS TO USE ANY OF THE EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY. YOU AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE UTAH DIVISION OF PARKS AND RECREATION FOR OR FROM ANY CLAIMS, LIABILITIES OR DEMANDS, INCLUDING COSTS SUCH AS ATTORNEYS FEES, RELATED TO ANY PROPERTY DAMAGE, HARM, INJURY OR LOSS, INCLUDING DEATH, WHICH YOU OR ANYONE ELSE MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF YOUR RENTAL AND/OR USE OF THE EQUIPMENT, YOUR FAILURE TO USE ANY OF THE EQUIPMENT, OR YOUR ALLOWING OR FAILING TO ALLOW OTHERS TO USE ANY OF THE EQUIPMENT.

- m. Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND EQUIPMENT TO BE PURCHASED AND RENTED UNDER THIS AGREEMENT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### **14. LIMITATION OF LIABILITY:**

- a. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS THAT YOU ACKNOWLEDGE AND APPRECIATE RELATING TO THE RENTING AND USING OF UCC PROPERTY, YOU (INCLUDING YOUR FAMILY, YOUR CHILDREN, OR YOUR GUESTS), TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF UCC, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS AND AGENTS FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF UCC IT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, SHAREHOLDERS, OWNERS OR AGENTS SHALL NOT EXCEED \$500.00. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.
- b. LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES IN THIS AGREEMENT ARE UNDERSTANDINGS BETWEEN THE PARTIES AND SHALL APPLY TO ALL LEGAL THEORIES OF RECOVERY, INCLUDING BREACH OF CONTRACT OR WARRANTY, BREACH OF FIDUCIARY DUTY, TORT (INCLUDING NEGLIGENCE),

STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, PROVIDED THAT THESE LIMITATIONS ON LIABILITY, WAIVERS AND INDEMNITIES WILL NOT APPLY TO ANY LOSSES OR DAMAGES THAT MAY BE FOUND BY A TRIER OF FACT TO HAVE BEEN CAUSED BY UCC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ALSO AGREE THAT YOU WILL NOT SEEK DAMAGES IN EXCESS OF THE CONTRACTUALLY AGREED-UPON LIMITATIONS DIRECTLY OR INDIRECTLY THROUGH SUITS AGAINST OTHER PARTIES WHO MAY JOIN UCC AS A THIRD-PARTY DEFENDANT. "PARTIES" MEANS YOU, YOUR FAMILY, YOUR CHILDREN, OR YOUR GUESTS AND UCC, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND AGENTS.

**15. CHOICE OF LAW and DISPUTES:** This Agreement is construed in accordance with the laws of the State of Utah. The parties agree that any dispute or claim in law or equity arising out of or in connection with this Agreement or the services or equipment related thereto shall be subject to mediation as a condition precedent to litigation. The parties shall act in good faith to resolve their claims through mediation. The parties shall share the mediator's fees. Mediation shall be held in the State of Utah, Salt Lake County and invoked by written request sent to either party by certified mail and shall take place within 90 days of request or a time agreed by the parties. Agreements reached in mediation shall be reduced to writing and shall be enforceable in any court having jurisdiction. Parties agree that any court located in Salt Lake County, State of Utah, shall have exclusive jurisdiction to hear any action or proceeding arising out of or in connection with this Agreement or the services and equipment related thereto. Parties also agree that Salt Lake County, State of Utah is the appropriate forum and venue.

**16. SEVERABILITY:** If a court invalidates a provision of this Agreement, that provision is ineffective only to the extent of the invalidity and the remaining provisions are fully effective.

**17. CONTRACT MODIFICATION:** A modification of this Agreement is only effective if there is a written approval signed by the parties.

**18. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between both parties. This Agreement supersedes any prior understanding.

**19. ATTORNEYS' FEES COSTS:** If either party brings a legal action relating to this Agreement in any way, the prevailing party is entitled to receive from the losing party all attorney's fees, costs, expert witness fees, litigation expenses and expenses incurred by the prevailing party that relates to that particular legal action. This provision does not limit the court in any way to award other forms of relief.

**I HAVE READ AND HEREBY AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE.**