



Mtn2Mtn Backcountry Pack Llamas, LLC Rental Contract

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Rental Fee \$100/Day/Llama: 50% down nonrefundable; balance due 14 days before trip

Website **mtn2mtnbackcountrypackllamas.com**

Rental Dates

LLAMA AND EQUIPMENT RENTAL AGREEMENT

This Llama and Equipment 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:

Mtn2Mtn Backcountry Pack Llamas, a Limited Liability Company, organized under the laws of the state of Wyoming, having its principal place of business at 15 Joslen Drive, Powell, WY 82435, and hereinafter referred to as "Owner" and "Renter" is herein 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 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, Owner reserves the right to take the necessary action to regain possession.

RENTAL PRICES

Llama Rental	\$100/day/llama	Minimum of 2 Llamas Minimum of 3 Days An adult 18+ has to accompany the party and be the primary caregiver of llama.
Mandatory Online Training Class <ul style="list-style-type: none">• On-Line Training Course• treeline-academy.thinkific.com	\$85/person	All first-time renters must take class. Hands-on skills assessment at our farm on pick-up day.
Trailer Rental	\$75/day w/ \$500 Max	Provide own truck and copy of insurance.
Media Rental	\$500/day	Mtn2Mtn Media may have availability

DEPOSIT AND PAYMENT

A non-refundable deposit of 50% of the Rental Price (Deposit) is required at the time of reservation and is applied towards the rental. Owner reserves the right to cancel a rental at any time prior to the start; the deposit is returned in full at that time. Owner is not responsible for additional expenses incurred by the Renter, e.g., travel expenses, in conjunction with a cancelled reservation. In case of cancellation, the Deposit may be applied towards another rental for up to one year at Owner's sole and exclusive discretion. Payment of the full Rental Price is due 14 days prior to the start date. Nonpayment of the balance is considered a cancellation and the Deposit forfeited. If renter cancels within 48 hours of rental, renter forfeits deposit and full amount of payment.

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: 15 Joslen Drive; Powell, WY 82435
- Return Location: 15 Joslen Drive; Powell, WY 82435

LLAMA RENTAL GEAR LIST

Llamas (\$100/Day/Llama)	Scale
Saddles	Brush
Panniers	Tie Out Stakes
Pads	Hammer
Halters	Tie Out Line
Lead Rope	4 Square Buckets/Llama
Hay/Feed	Llama Medical Kit
Hay Nets	Quick Release Bungee
Back Pack Cards	Neck Band

TRAILER RENTALS

Mtn2Mtn Backcountry Pack Llamas will provide a clean 14 or 16 ft. trailer with good tires and operating lights. We will also provide a bottle jack, lug wrench, and one spare tire. Trailers are 2500 - 3000 pounds empty. Each llama and its equipment will weigh 500 pounds +/-, please take this into consideration and verify if your vehicle is properly rated

to tow this weight and has a hitch receiver and 2 5/16" ball. We do not insure the trailers while they are in your possession; this is your obligation. Also, all our trailers come standard with a 7-round (black) light plug-in. Please make sure your vehicle is compatible with this.

RISK OF LOSS

Renter shall return Item(s) in the same condition it was received; normal wear and tear is expected. Renter agrees to protect and keep Item(s) in a good state at his/her own expense. 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 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 Owner for the full replacement value of Item(s). Owner will assess the cost, at 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. Trailer full replacement is **\$7,000.00**, Llama full replacement is **\$7,500.00**. Other replacement prices assessed by the Owner.

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 Owner immediately in case Item(s) becomes unsuitable or unsafe for use. In such an instance, Renter will immediately discontinue use of Item(s) and Owner will replace Item(s) if possible. However, in no circumstance is Owner responsible for any damage, delay, or incidental or consequential damages caused by any form of interruption of use for Item(s). 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 that 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 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, 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, 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). 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 Wyoming and any applicable federal law. Both parties consent to jurisdiction under the state and federal courts within the state of use. 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 protecting its rights under this rental agreement and for any action taken by the Owner to collect any amounts due the Owner under this rental agreement.
- C. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- D. **AMENDMENTS:** This agreement may only be amended in writing signed by both Parties.
- E. **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 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 waiver of such term or any other term.
- F. **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.

- G. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- H. HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- I. 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.
- J. 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. Owner is not liable for any delivery delay or non-performance caused by labor or transportation disputes or shortage, material delays, or delays or non-performance caused by any of Owner's suppliers.
- K. 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.

POSSESSION AGREEMENT

Upon taking possession of these llamas, I will be my own guide and assume full liability and responsibility for them, their health & wellbeing, while the llamas, equipment, tack and trailer are in my possession. I will prevent them from consuming poisonous plants and provide feed and water in sufficient amount to return the animals in the same or better state of health than they were in when I received them. I agree that Mtn2Mtn Backcountry Pack Llamas' agent(s) will be the sole judge in this matter. In the event that any of the llamas are permanently injured so as to no longer be able to be usable as pack animals by the owner, I agree to pay Mtn2Mtn the sum of \$7,500.00 for each missing, deceased, or permanently injured llama. If any of the llamas are damaged so as to be unusable for the remainder of the season, I agree to pay a \$2,500.00 penalty charge.

- **I agree to limit the load designated to each llama on cards in panniers.**
- **I agree that llamas will never be ridden.**
- **I agree that the primary caregiver of the llamas is the age of 18+.**

- I agree to check for ticks in ear, armpit, belly regions of the llama.
- I agree to have a satellite communication device in case of emergency.

I also agree that if any equipment, tack, trailer that is furnished with the llamas is damaged or lost, I will pay for it at the following rates:

Llamas: \$7,500/\$2,500	Scale: \$120
Saddle: \$750	Brush: \$20
Panniers: \$450	Tie Out Stakes: \$20
Pad: \$140	Hammer: \$25
Halter: \$35	Picket Rope: \$50
Lead Rope: \$50	4 Square Buckets/Llama: \$48
Quick Release Bungee: \$45	Llama Medical Kit: \$50
Hay Nets: \$20	Neck Band: \$45
Back Pack Cards: \$5	Trailer: Full Replacement \$7,000 or Cost of Repairs +10%

RELEASE OF LIABILITY

Any notice to be given under this consideration for my being permitted to participate in the activities of Mtn2Mtn Backcountry Pack Llamas, LLC and the use of the property, animals, if any, and facilities, I agree to the following Waiver and Release:

THAT WITHOUT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

I acknowledge that horseback riding, hiking with and without llamas, fishing, boating or hunting has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictability of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; Certain hazards such as surface and sub--- surface conditions; Collision with other animals or objects;
3. The potential of the participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability. I may encounter variations in terrain

that are my responsibility and I assume these risks including creeks, water, bridges, travel roads, wild things, stumps, forest growth, debris, rocks and cliffs, and other obstacles whether they are obvious or not obvious, man---made or natural;

4. Hiking in rugged country; Encounters with wildlife, animals, and insects; Temperature extremes;
5. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.
6. The risk of handling firearms and being near others that have firearms in their possession.

I understand the risks, hazards, and dangers described above and have had the opportunity to discuss them with Mtn2Mtn Backcountry Pack Llamas, LLC. I understand these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF Mtn2Mtn Backcountry Pack Llamas, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH. Lastly, I, for myself, my heirs, successors, executors, and surrogates', hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Mtn2Mtn Backcountry Pack Llamas, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Mtn2Mtn Backcountry Pack Llamas, LLC from some other cause. I, for myself, my heirs, my successors, executors, and surrogates further agree not to sue Mtn2Mtn Backcountry Pack Llamas, LLC and as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Llama Trekking.

TERMS & CONDITIONS:

In an effort to meet the needs of all parties interested in renting llamas, all reservations are taken on a first come first served basis. Reservations are confirmed upon the

completion of the registration form, llama rental contract, copy of insurance card, and payment of the deposit is received and processed by Mtn2Mtn Backcountry Pack Llamas. A confirmation receipt will be returned to you via Email. Once your reservation and deposit are processed, llamas are reserved for the specific days of your trip, and are removed from the rental pool. This is done to prevent overbooking of the animals. You are making a commitment to the dates and number of participants plus the number of llamas, just as we are committing to provide the services required. If you leave a trip early for any reason the full amount paid will still be applied and no refund will be made. If you rent llamas and return them early you will not be refunded or credited your money back. In this case we are not able to rent them out on short notice.

EXECUTION:

Owner Name: Mtn2Mtn Backcountry Pack Llamas, LLC Date:

Renter Name and Contact

Information: _____

hereby acknowledges and agrees to all of the terms and conditions listed herein:

Today's Date: _____