

BY TENDERING YOUR SNOWMOBILE, BOAT, WATERCRAFT, ATV, UTV, BOAT LIFT, DOCK OR OTHER EQUIPMENT TO RUNAMUK RIDES, LLC FOR REPAIRS OR MAINTENANCE WORK, YOU, AS CUSTOMER, AGREE TO ALL THE TERMS AND CONDITIONS OF THE EQUIPMENT REPAIR SERVICE AGREEMENT SET FORTH BELOW.

RUNAMUK RIDES, LLC EQUIPMENT REPAIR SERVICE AGREEMENT

THIS EQUIPMENT REPAIR AND SERVICE AGREEMENT (this "Agreement") is between RUNAMUK RIDES, LLC, a Wisconsin limited liability company ("RUNAMUK") and the customer requesting equipment repair services (the "Customer") and governs the repair services to be provided by RUNAMUK to the snowmobile, boat, watercraft, ATV, UTV, trailer, boat lift, dock, or other equipment (the "Equipment") tendered by Customer.

In consideration of the premises and of the respective covenants and provisions contained in this Agreement, RUNAMUK and CUSTOMER agree as follows:

SECTION 1 - AUTHORIZATION TO EFFECT REPAIRS & RATES. Unless CUSTOMER specifically states in advance and in writing, CUSTOMER authorizes RUNAMUK to expend the necessary labor, parts and materials that, in RUNAMUK's sole opinion, are necessary to adequately make the repairs to the Equipment. Unless otherwise indicated, CUSTOMER agrees to pay RUNAMUK's labor rate of \$90 per hour, plus RUNAMUK's customary retail rates for parts and shipping. CUSTOMER further agrees to pay all applicable sales taxes. CUSTOMER represents and warrants to RUNAMUK that CUSTOMER has the lawful right to authorize repairs to be made to the Equipment.

SECTION 2 – PAYMENT UPON COMPLETION. CUSTOMER agrees to pay for all repairs, parts, fees, taxes, services, and charges ("Repair Costs"). RUNAMUK will present CUSTOMER with a final invoice at the close of repairs that identifies all Repair Costs. Payment is due upon presentation of the final invoice and must be received by RUNAMUK in order for the Equipment to be released to CUSTOMER. All Repair Costs must be paid by CUSTOMER prior to release of the Equipment. Any Repair Cost not paid when due shall accrue interest at the rate of 1.5% per month until paid. Customer agrees to pay all court costs and reasonable attorneys' fees in the event legal action is necessary to collect payment for the Repair Costs or otherwise enforce this Agreement.

SECTION 3 - DELAYS AND LIABILITY. RUNAMUK. is not responsible for any delays in effecting repairs to the Equipment, for any reason. RUNAMUK neither assumes nor authorizes any other person to assume for RUNAMUK, any liability in connection with RUNAMUK's repair work. RUNAMUK is not responsible for loss or damage to the Equipment or articles left in the Equipment in case of fire, theft, accident, inclement weather conditions or any other cause beyond our control. CUSTOMER further accepts the fact that RUNAMUK will store the Equipment in an unsecured area and that RUNAMUK advised Customer to remove any items of value. In the event RUNAMUK is found liable, Customer agrees that the maximum amount of liability for any repair item shall not exceed \$500 including Customer's legal costs.

SECTION 4 - MECHANIC'S LIEN. CUSTOMER acknowledges and agrees that RUNAMUK has an express mechanic's lien on the Equipment to secure the amount of repairs thereto. RUNAMUK shall have the right to retain possession of the Equipment until RUNAMUK is

paid in full for the repair work. CUSTOMER further authorizes RUNAMUK to charge any of CUSTOMER's credit cards RUNAMUK may have on file in order to fulfill CUSTOMER's obligations under this Agreement. CUSTOMER agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by RUNAMUK in any action for possession of the Equipment.

SECTION 5 - PERMISSION TO OPERATE EQUIPMENT. CUSTOMER hereby grants RUNAMUK, and its employees and subcontractors, permission to operate the Equipment on streets, highways or elsewhere for testing and inspection purposes.

SECTION 6 - WARRANTIES. Any warranties on the parts and accessories RUNAMUK uses to repair the Equipment are only those made by the manufacturer. The factory warranty constitutes all of the warranties with respect to the sale of any part or accessory. RUNAMUK expressly disclaims all warranties for parts, labor, diagnosis, or service work, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. RUNAMUK neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of any parts, accessories, products or services. In no event shall RUNAMUK be liable for incidental or consequential damages or commercial losses arising out of the sale of any parts, accessories, products or services.

SECTION 7 - NO OTHER REPRESENTATIONS, WARRANTIES, ETC. CUSTOMER warrants that no oral representations, statements, warranties or inducements apart from this Agreement have been made to or relied upon by CUSTOMER.

SECTION 8 - REMEDIES CUMULATIVE. The rights and remedies of RUNAMUK contained in this Agreement are cumulative and not alternative.

SECTION 9 - WAIVER. Neither any failure nor any delay by RUNAMUK in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

SECTION 10 – ENTIRE AGREEMENT. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with the other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

SECTION 11 – MODIFICATION. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

SECTION 12 – ASSIGNMENT. CUSTOMER may not assign any of CUSTOMER's rights or delegate any of CUSTOMER's obligations under this Agreement without the prior written consent of RUNAMUK.

SECTION 13 - SUCCESSORS. This Agreement will apply to, be binding in all respects upon

and inure to the benefit of the successors and permitted assigns of the parties.

SECTION 14 – SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

SECTION 15 – CONSTRUCTION. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

SECTION 16 – GOVERNING LAW. This Agreement will be governed by and construed under the laws of the State of Wisconsin without regard to conflicts of law principles that would require the application of any other law.

SECTION 17 – JURISDICTION. Any judicial proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement may be brought in the courts of the State of Wisconsin, County of Sawyer, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Wisconsin, and each of the parties irrevocably submits to the exclusive jurisdiction of each court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only any such court and agrees not to bring any proceeding arising out of or relating to this Agreement or any transaction contemplated in this Agreement in any other court. The parties agree that either or any of them may file a copy of this section with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

SECTION 18 - USE OF ELECTRONIC SIGNATURES, RECEIPTS. CUSTOMER agrees that this Agreement may be electronically signed; that the electronic signatures appearing on this Agreement have the same effect as handwritten signatures would have for the purposes of the validity, enforceability and admissibility of this Agreement, and that CUSTOMER may withdraw CUSTOMER's consent to receive electronic documents, notices or disclosures at any time so long as such request is made in writing and received by RUNAMUK.

SECTION 19 – TIME OF ESSENCE. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

CUSTOMER HAS CONSIDERED AND ACKNOWLEDGES THAT IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT AS BROAD AS THEY ARE, THE COSTS FOR RUNAMUK'S REPAIR SERVICES WOULD BE SUBSTANTIALLY HIGHER. SINCE CUSTOMER DOES NOT WANT TO PAY A HIGHER PRICE FOR RUNAMUK'S REPAIR SERVICES, CUSTOMER IS WAIVING CUSTOMER'S RIGHT TO BARGAIN FOR DIFFERENT TERMS AND CONDITIONS AND IS STILL ELECTING TO AND BENEFIT FROM RUNAMUK'S REPAIR SERVICES, AND SIGN AND ENTER INTO THIS AGREEMENT WITH RUNAMUK IN ITS CURRENT FORM.