

**KAYAK EXCURSIONS
RENTAL AGREEMENT**

Between KAYAK EXCURSIONS and lessee:

Name: _____ Phone: _____ (Home)
Address: _____ E-Mail: _____
City: _____ State: _____ Zip: _____
Driver License#: _____ State: _____
Date of rental: _____ Date of return: _____

THE LEASE IS SUBJECT TO FOLLOWING CONDITIONS

I agree:

1. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that Other accessory equipment is in suitable and acceptable condition; that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.
2. Cash bond/CC deposit shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of the craft by LESSEE,
3. LESSEE agrees not to use, nor permit the use: a. of the rental craft for any unlawful purpose; b. of the rental craft in a careless or negligent manner; c. of the rental craft while under the influence of alcohol and/or narcotics; d. by any other person not the signatory of this agreement, or not equally qualified.
4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damage occur to any of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever, including the negligence of LESSOR.
5. LESSEE expressly agrees to Indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of LESSOR.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will Immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and the LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.
8. LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.
9. The rules and regulations contained herein and as posted in the office, on the craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
10. All sales are final.
11. Reservations shall be canceled at least 72 hours ahead of scheduled rental, or deposit will kept.
12. Each rental induces: Kayak, PFD and Paddle, and all should be returned.
13. Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
14. Should a boat not be returned within one quarter hour of specified time the LESSEE is subject to the OVERTIME CHARGES below:
\$7.50 per 1/4 hour
15. THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH.

SIGNATURE _____ DATE _____

Received of _____ \$ _____ to be held as a deposit for the period stated above. This deposit will be credited in full upon the return of the equipment or the reimbursement of articles damaged, broken or missing. _____ 20 __, by KAYAK EXCURSIONS (LESSOR).

EARLY RETURNS WILL NOT RESULT IN A REFUND.