

# Twin Rivers Marina Kayak/Paddle Board Rental Agreement

This craft rental agreement ("this agreement") is made effective \_\_\_\_\_ between It's Time Twin Rivers Marina ("the lessor") and \_\_\_\_\_ ("the lessee") who both agree to the following:

## CRAFT SUBJECT TO RENTAL:

The Lessor agrees to rent to the Lessee the following craft subject to the provisions of this agreement: (mfr.) \_\_\_\_\_ (hereinafter the "Craft")

## RENTAL PERIOD:

This rental shall initiate in; Florida at \_\_\_\_ (am/pm) on \_\_\_\_\_ (day of week) \_\_\_\_\_ the \_\_\_\_\_ (date). This rental shall terminate in Florida at \_\_\_\_ (am/pm) on \_\_\_\_\_ the \_\_\_\_\_ (date) (the "Rental Period")

It is understood by the parties that this Agreement shall apply either in the case the Craft is rented for the personal use of the Lessee or during the course of a guided tour, as the case may be.

## THE RENTAL PERIOD:

In the event Lessee should fail to return the Craft to Lessor before the expiration of the Rentals Period, notwithstanding anything to the contrary the provisions of this agreement shall continue to apply and to bind Lessee until the Craft is duly returned, SUBJECT THAT LESSEE SHALL BE LIABLE TO A PENALTY OF \$ \_\_\_\_\_ PER HOUR OF INFRACTION, which shall be payable immediately upon receipt of the Craft by Lessor.

## THE CRAFT:

Lessee hereby recognizes that he/she has carefully examined the Craft and finds it in good operating condition and suitable and acceptable condition: that he/she accepts to maintain both Craft and accessory equipment in a safe, dependable condition while in his/her custody.

## PAYMENT:

Payment in full in the amount of \$ \_\_\_\_\_ (the "Rental Payment") shall be executed before the beginning of the Rental Period.

## INHERENT DANGER:

Lessee understands and agrees that craft and its operation is an inherently dangerous activity. Lessee certifies that he/she understands the rules and regulations for the safe operation of craft. Lessee further agrees not to let anyone else operate the Craft without prior knowledge and written permission from Lessor and likewise instruction on the rules and regulations for safe operation of a craft.

## MINIMUM AGE:

Lessee shall provide evidence that he/she is at least eighteen years of age.

## HEALTH OF LESSEE:

Lessee certifies that he/she is in good health has no physical defects that may be of danger to themselves or anyone else and that he/she is capable of safe operation of the Craft. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the Rental Period.

## CARE AND OPERATION:

Lessee agrees to keep the custody of the Craft at all time during the Rental Period and to operate the Craft only in a careful and proper manner, and to obey and comply with all laws and regulations for craft operation. Lessee shall also obey and comply with any and all instructions provided, verbally or in writing by the tour guide, if any.

**WARRANTY:**

Lessor provides no warranties of any kind whatsoever express or implied, as the Craft, its accessory equipment or the guided tour, if any. Lessee assumes the responsibility for the condition of the Craft.

**RISK OF LOSS OR DAMAGE:** Lessee assumes all risks of loss or damage that may occur to the Craft arising from any cause whatsoever, and agrees to return the Craft in the exact condition it was when taken From Lessor, with the exception of normal wear and tear. Lessee agrees to return the Craft on or before the expiration of the Rental Period in the same condition it was at the beginning of the Rental Period EXCEPT

**AS FOLLOWS:** \_\_\_\_\_

If the Craft is damaged or lost, Lessor shall have the option of requiring the Lessee to assume all costs for the repair of the accessory equipment in a similar working condition.

LESSEE agrees to use the Craft in conformity with Lessor directives, written and verbal, and not to use, nor permit the use:

A: of the Craft for any unlawful purpose,

B: of the Craft in a careless or negligent manner;

C: of the Craft while under the influence of alcohol and/or narcotics;

D: by any other person than the Lessee, unless approved in writing by Lessor.

**LESSEE'S RESPONSIBILITY:**

Lessee hereby accepts to be held responsible at all times if he/she omits to assure the safe and proper operation of the Craft and the safety and welfare of other craft operators and persons. It is AGREED AND UNDERSTOOD BY LESSEE that Lessor, and the tour guide if any, shall not be held liable for loss, damages, inconvenience or time loss caused by accident, breakdown or malfunction of the Craft while rented or used in a guided tour. LESSEE FURTHER AGREES to hold LESSOR harmless should loss or damages occur to any of the Lessee's personal effects while carried in or on the Craft. Including, without limitation, loss or damage caused by fire, water, theft, Act of God or any other cause whatsoever.

In the case Lessee is in default in respect of any obligation herein, Lessee hereby agrees in advance to indemnify and hold Lessor harmless of, from and against any and all loss, costs and damages in connection with the enforcing of the provisions of this Agreement, including legal costs and expenses incurred for collection any amount due by Lessee to Lessor. In the event of malfunction or breakdown of the Craft or if any defect occurred during the Rental Period Lessee shall immediately report the same to Lessor. Continued use of the Craft in any of these circumstances shall be entirely at Lessee's risk and Lessee shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss or damage caused to all persons and property that may become involved in any accident.

**RESERVATION:**

Lessor's ability to provide the Craft, if previously reserved, is contingent upon and subject to the return of the said Craft by the previous lessee, or any other cause beyond Lessor's control.

**MISCELLANEOUS:**

Lessor reserves the right to cancel this Agreement due to inclement or impending bad weather. Rental Payment will be prorated based on the time used. The rules and regulations as posted in the office and/or on the Craft, are for the safety and welfare of every user(s) of the Craft. 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 and regulations and any and all obligations arising from this Agreement.

**LIABILITY AND INDEMNITY:**

Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge, the Craft owners, Twin Rivers Marina and its employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and legal costs, which Lessee or Lessor's heirs, personal representatives or assign may have, or may claim to have, for negligence created by or arising from the use, operation, handling or transportation of the Craft by Lessee or anyone else during the Rental Period or if Lessee or anyone else should fail to indemnify and hold harmless, Craft owners, tour guides, Twin Rivers Marina, its employees, agents and assigns from any and all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of Lessee's operation of the Craft during the Rental Period. Lessee also agrees to pay any and all claims brought by any third party as a result of the operation and /or use of the Craft during the Rental Period. Should any term or condition of the Agreement be held void or unenforceable, then that term or condition shall be deemed severed from the Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN 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 AGREEMENT.

Lessor: Twin Rivers Marina

Name: \_\_\_\_\_ / Date \_\_\_\_\_

Lessee (print) \_\_\_\_\_ / D. L. # \_\_\_\_\_

Signature: \_\_\_\_\_ / Date \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Newsletter \_\_\_ Email \_\_\_\_\_

Lessee (print) \_\_\_\_\_ / D. L. # \_\_\_\_\_

Signature: \_\_\_\_\_ / Date \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Newsletter \_\_\_ Email \_\_\_\_\_