

Boat Rental Agreement

Aftershock Watersports

826 Aqua Ave. Page, AZ 86040

Today's Date: _____ Printed Name: _____ Billing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Drivers License Number: _____ State: _____

Number of Life Jackets Needed: _____

Additional Equipment Requested: _____

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS AGREEMENT

In consideration of the agreement herein, Rental Company leases to the undersigned (hereafter referred to as Renter) the craft and equipment described herein. Renter agrees that craft will not be occupied by a greater number of persons than is shown in this Agreement. In the event the craft is not returned at the time specified herein based on AZ time, said Renter agrees to pay for OVERTIME AT THE RATE OF \$100 PER HOUR, WHICH RENTER REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE RENTER CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS PROVIDED AND PROVIDED ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. RENTER AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO RENTAL COMPANY IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE FOLLOWING PAGES.

This is to certify that I (we), the Renter(s) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT

Printed Name: _____ Date: _____

RENTAL AGREEMENT ON THE PREVIOUS PAGES HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS I (WE), the RENTER(S) further agree (continued from the other side of this agreement): 1. The RENTER 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. CREDIT CARD deposit (as provided in the Charges section of the page of this Agreement) shall be retained by the RENTAL COMPANY as partial compensation for failing to return and rental craft in as good condition, clean, full of fuel, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken equipment; fuel charges, or to be applied to the rental charges upon return of the craft by RENTER. The foregoing shall not limit RENTAL COMPANY'S ability to seek its further damages at law or equity. 3. RENTER agrees to not use, nor permit to use: a. of the rental craft for any unlawful use; b. of the rental craft in a careless or negligent manner; c. of the rental craft while under the influence of liquor and/or drugs; d. of the rental craft by any other person not the signatory of the Agreement, or not equally qualified. 4. RENTER 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 RENTER that RENTAL COMPANY shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. RENTER FURTHER AGREES to indemnify and hold harmless the RENTAL COMPANY from, and against any and all 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. RENTER further agrees to hold the RENTAL COMPANY harmless should loss or damages occur to any of the RENTER'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. 5. RENTER expressly agrees to indemnify and hold RENTAL COMPANY harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this Agreement by RENTAL COMPANY, including expenses incurred in collection or attempting to collect delinquent rent or damages caused by RENTER to the craft or other equipment and in the event of suit by RENTAL COMPANY 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 and state of RENTAL COMPANY. This agreement shall be governed by the laws of the state of RENTAL COMPANY. 6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that RENTER will immediately report same to RENTAL COMPANY. Continued use of it shall be entirely at the RENTER'S risk and thus RENTER assumes all liabilities or injury and damage to all persons and property that may become involved by its continued use. 7. RENTAL COMPANY'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by previous lessee, or any other cause beyond RENTAL COMPANY'S control. No liability therefore. 8. RENTAL COMPANY reserves the rights to cancel the 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, on the craft, and/or the grounds by the RENTAL COMPANY are for the safety and welfare of all who use the facilities. The RENTER 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. Should any term or condition of this 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. 11. RENTER will not allow any other person to operate the watercraft unless confirmed in writing by RENTAL COMPANY. 12. RENTER will only operate the watercraft in designated safe areas. 13. RENTER and all occupants of craft will wear a life jacket at all times. 14. RENTER will not permit anyone under the age of 18, or the State minimum age requirement to operate the craft. 15. RENTER will follow all boating safety regulations and rules. 16. RENTER will have a spotter if RENTER is to tow a tube or a skier. 17. RENTER will not use craft after dusk or before dawn. 18. THESE TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN RENTER AND RENTAL COMPANY AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT RENTER EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN RENTAL COMPANY'S OFFICE.

RENTER has received and understands all watercraft and boating operation instructions. Initials: _____

RENTER has been instructed on the hazards of boating and water activities. initials: _____

RENTER has carefully read and understood the above instructions. RENTER has been instructed and understands the operation of the equipment. RENTER is qualified in its operation and acknowledges that RENTER is completely responsible for the watercraft and any actions resulting from its use.

Signature: _____ Date: _____