

Lease Agreement

The Lease furnished to: _____ by H2O Craft Rentals is subject to the following additional terms and conditions:

1. The LESSEE acknowledges he/she has carefully examined the watercraft 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 deposit (as provided in the statement of charges) 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. LESSEE agrees and understands that in the event that damage or loss is incurred on any H2O watercraft or equipment rental by LESSEE, H2O Craft Rentals will retain the damage deposit LESSEE understands and authorizes H2O Craft Rentals to force funds from the security deposit held on cc# _____ exp. _____ (credit card authorization, cash or check) LESSEE agrees not dispute or chargeback any charges for damages, missing or broken articles to any H2O Craft Rentals equipment.
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 liquor 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. No other person other than myself will operate the equipment. I further agree that in the event that said equipment is operated by any other person or persons other than myself I will assume full responsibility for any and all bodily injury and/or property damage and H2O Craft Rentals will be absolved and held harmless of any and all liability and/or property damage as a result of non-compliance by myself on respect to all of the aforementioned.
5. 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 craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR 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. LESSEE further agrees to hold the LESSOR harmless should loss or damages 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 cause whatsoever.
6. 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 rental property and/or to enforce any of terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action here under shall be in the county of the LESSOR.
7. In the event that LESSOR must file suit to collect for any damages to rental craft, losses incurred or collect for down time resulting from damaged craft, LESSEE will be held responsible for all LESSOR's legal/attorney fees.
8. LESSEE WILL ACCEPT THE LIABILITY FOR ALL LOST REVENUE LOST DUE TO CANCELLED RESERVATIONS DURING THE TIME REQUIRED TO COMPLETE REPAIRS ON DAMAGED CRAFTS OR EQUIPMENT.
9. In the event of malfunctions, 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 THUS LESSEE ASSUMES ALL LIABILITIES OF INJURY AND DAMAGE TO ALL PERSONS AND PROPERTY THAT MAY BECOME INVOLVED BY ITS CONTINUED USE.
10. 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.
11. 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.
12. All LESSEES MUST READ *THE SAFE BOATING HINTS FOR PERSONAL WATERCRAFT* PUBLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS in the presence of an H2O representative. Upon completion of reading this pamphlet LESSEE must initial that he/she has read and understood all safety and operational instructions found within the pamphlet. If the LESSEE is unable to read or understand any part of the pamphlet he/she will be prohibited to rent any equipment/crafts from H2O Craft Rentals.
13. All damages will be settled upon return of the rental craft. Upon return of crafts, if there is any damage LESSEE will pay either using deposit or will pay using cash/check. **IF DAMAGE EXCEEDS DEPOSIT THE LESSEE IS STILL RESPONSIBLE FOR ALL DAMAGES TO CRAFT OR EQUIPMENT.**
14. H2O CRAFT RENTALS is the only party who will authorize repairs. H2O Craft Rentals reserves the right to have damages repaired by whomever they deem acceptable and capable. LESSEE waives the right to dispute who performs repairs.
15. Should any term or condition of this Rental Agreement be held void or unenforceable, than 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.
16. **RESCUE FEE Minimum Charge: \$85 first 30 min. \$125 per hour thereafter. Plus gas charge for rescue craft. ABSOLUTELY NO CASH REFUNDS!**

H2O Craft Rentals will issue a credit towards future rentals if damage or problems with watercraft prove to be the fault of H2O Craft Rentals. After a thorough inspection of said craft from an H2O Craft Rentals representative, a credit slip will be issued to LESSEE, and will only be redeemable for a future H2O Craft rental. H2O Craft Rentals will not be held responsible or liable for any problems related with altitude or elevation. LESSEE rents all crafts at their own risk. All watercraft are to be returned clean, or a \$150.00 cleaning fee will be collected from deposit. All water craft and boats are to be returned with the same or equal amount of Gasoline with which the crafts departed from H2O Craft Rentals. A \$20.00 service charge and a \$6.00 per gallon charge will be implemented to compensate for missing fuel or gasoline. All crafts will be thoroughly inspected upon departure and return to insure optimum quality control.

I have carefully read the foregoing agreement/contract/release and I understand and agree to the contents thereof. When signed, this contract will bind me, my spouse, my heirs, and my legal representatives. Signed in California and subject to and governed by California laws.

NO INSURANCE AVAILABLE

SIGNATURE: _____

DATE: _____



Standard
Boat Rental Agreement

Between

800-979-RENT (7368)
 www.h2ocraft.com

Lessor

Date:

AND LESSEE Name		Leave Time	AM PM	Promised Return Date	Promised Return Time
Address		City		State	Zip
Home Phone	Bus. Phone	Driver Lic. #	State	Auto Lic. Plate #	State
Craft (Make/Type)		V.I.N.		Maximum Number Of Persons Allowed in Boat	
Motor (Make/Type)		V.I.N.		HP / SIZE	

ADDITIONAL EQUIPMENT REQUESTED			CHARGES		
<input type="checkbox"/> Oars	<input type="checkbox"/> Water Ski (s)	<input type="checkbox"/> Dock Lines	_____ Hours		
<input type="checkbox"/> Gas Tanks (s)	<input type="checkbox"/> Wake Board	<input type="checkbox"/> Cushions	_____ Days		
<input type="checkbox"/> Fire Extinguisher (s)	<input type="checkbox"/> Knee Board	<input type="checkbox"/>	Total Rental		
<input type="checkbox"/> Single Tube	<input type="checkbox"/> Kids Double Skis	<input type="checkbox"/>			
<input type="checkbox"/> Double Tube	<input type="checkbox"/> Wet Suit (s)	<input type="checkbox"/> Life Jackets Taken :	Additional Equipment		
Special Terms and/or conditions (if any) or Rental Information :			Misc. Charges (list)		
			Tax (if applicable)		
			Grand Total		
Early returns will not result in a refund.			Less Deposit		
			Amount Due Lessor		

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE.

THE LESSEE 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 AS POSTED IN THE OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(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 BOTH FRONT AND BACK 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.

Lessor : _____ **X** _____ Date _____
 (I am of Legal Age)

By : _____ **X** _____ Date _____
 (I am of Legal Age)

RECEIPT OF PAYMENT FOR DAMAGE DEPOSIT	
\$ _____	Method: _____
<p>The deposit will be credited in full upon return of the rental, pending inspection of damages to any of H2O Craft Rentals equipment. I expressly understand and agree to give H2O Craft Rentals full authorization to charge my deposit in the event that I damage any of H2O Craft Rentals equipment. I also expressly agree and understand that I will not dispute or charge back any charge that H2O Craft Rentals may place on my credit card to pay for damages or misuse that I, or anyone in my party, may have caused.</p>	
X _____	_____ Date _____ By _____