

## CA Power Toys

The Lease furnished to \_\_\_\_\_ by **CA Power Toys** is subject to the following additional terms and conditions:

Parties and Items involved in the Lease are referred to as:

<b>LESSEE:</b>  <b>Name:</b> <b>Address:</b> <b>City, State, Zip</b> <b>Phone #:</b> <b>Email:</b>	<b>LESSOR:</b>  <b>CA Power Toys</b> <b>1117 Windfield Way</b> <b>Eldorado Hills, CA 95762</b>  <b>916-469-5599</b>	<b>RENTAL ITEM: Circle one</b>  <b>(2) Yamaha VX110 Sport</b>  <b>or</b>  <b>(1) Yamaha VX110 Sport</b>
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1. The LESSEE acknowledges he/she has carefully examined the RENTAL ITEM 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 RENTAL ITEM, accessories, and equipment in a safe, dependable condition while in his/her custody.
2. Security deposit in the form of Cash or Credit Card (as provided in the statement of charges) shall be retained by the LESSOR as partial compensation for failing to return said rental machine in as good condition as when received, for reimbursement of articles damaged, missing or broken, or to be applied to the rental charges upon return of the machine by LESSEE. **(Note there is no ordinary wear and tear on machines)** LESSEE agrees and understands that in the event that damage or loss is incurred to LESSOR's RENTAL ITEMS, accessories, or equipment during rental period by LESSEE, LESSOR will retain the damage deposit. LESSEE understands and authorizes LESSOR to force funds from the security deposit held on CC# \_\_\_\_\_ exp. (credit card authorization, cash, or check) LESSEE agrees not to dispute or charge back any charges for damages, missing or broken articles to any of LESSOR's equipment.
3. LESSEE agrees not to use, nor permit the use:
  - a. of the rental machines for any unlawful purpose.
  - b. of the rental machines in a careless or negligent manner.
  - c. of the rental machines while under the influence of liquor and/or narcotics.
  - d. by any other person not the signatory of this agreement, or not equally qualified.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the RENTAL ITEM; and for the safety and welfare of other persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time cost caused by accident, breakdown or malfunction of the RENTAL ITEM. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property of injury to persons (including death) resulting through the use, operation or possession of said RENTAL ITEM. 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 ITEM, including loss or damage caused by fire, water, theft, or and cause whatsoever. LESSEE expressly agrees to indemnity 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. In the event that LESSOR must file suit to collect for any damages to RENTAL ITEMS, losses incurred or collect for down time resulting from damaged machines, LESSEE will be held responsible for all LESSOR'S legal/attorney fees. LESSEE WILL ACCEPT THE LIABILITY FOR ALL LOST REVENUE DUE TO CANCELLED RESERVATIONS DURING THE TIME REQUIRED TO COMPLETE REPAIRS ON DAMAGED MACHINES OR EQUIPMENT. In the event of malfunctions, breakdown, or if any defect is discovered after acceptance of the rental machine the LESSEE will immediately report it 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 IT'S CONTINUED USE. LESSOR'S ability to provide RENTAL ITEMS, 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. The rules and regulations contained herein and as posted in the office, on the RENTAL ITEM, 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. All LESSEES MUST READ THE SAFETY HINTS FOR RENTAL ITEMS in the presence of an LESSOR representative. Upon completion of reading these guidelines, LESSEE must sign and verify that he/she has read and understood all safety and operational instructions found within the safety information provided by the LESSOR. If the LESSEE is unable to read or understand any part of the safety information he/she will be prohibited to rent any equipment/machines from LESSOR.

\_\_\_\_\_ (Initial Here)

All damages will be settled upon return of the rental machine. Upon return of machines, if there is any damage, LESSEE will pay either using deposit or will pay using cash/check. IF DAMAGE EXCEEDS SECURITY DEPOSIT THE LESSEE IS STILL RESPONSIBLE FOR ALL DAMAGES TO MACHINE OR EQUIPMENT. LESSEE authorizes LESSOR to charge any credit card on file of the LESSEE if damage exceeds the Security Deposit. If LESSEE does not have a credit card on file the LESSEE is obligated to pay with cash/check or make arrangements for payment on another credit card. LESSOR is the only party who will authorize repairs. LESSOR reserves the right to have damages repaired by whomever they deem acceptable and capable. LESSEE waives the right to dispute who performs repairs. 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.

LESSOR will issue a credit toward future rentals if damage or problems with the RENTAL ITEM prove to be the fault of the LESSOR.

After a thorough inspection of said RENTAL ITEMS from a representative of the LESSOR, a credit slip will be issued to LESSEE, and will only be redeemable for a future rental from the LESSOR. LESSOR will not be held responsible or liable for any problems related with altitude or elevation.

LESSEE rents all machines at their own risk. All RENTAL ITEMS are to be returned clean, or a cleaning fee will be collected from the deposit. All RENTAL ITEMS are to be returned with gasoline/fuel as per the terms of the LESSOR. A additional charge per gallon will be implemented to compensate for missing gasoline/fuel. All machines will be thoroughly inspected upon departure and return to insure optimum quality control.

Additional Terms:

By signing this form I acknowledge that I have read the above terms and agree to all the conditions and terms which this form states:

LESEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_