

**JET-SKI RENTAL AGREEMENT CONSTITUTES A CONTRACT
BETWEEN RENTER(S) AND CATONIA SVG LLC**

Jet Ski Rental Agreement
Catonia SVG LLC
2560 Tule Lane
P.O. Box 175
Knightsen, CA 94548
(925) 667-8100
contact@jetskirentalsvg.com

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT on the front and back of this contract. I UNDERSTAND THAT BY SIGNING THIS RENTAL CONTRACT, AND IN CONSIDERATION OF MY BEING ABLE TO PARTICIPATE IN, AND USE, THE JET SKI(S) RENTED BY Catonia SVG LLC. I HEREBY RELEASE, WAIVE, AND DISCHARGE Catonia SVG LLC, OF ALL VALUABLE (Financial) LEGAL RIGHTS I MAY HAVE AGAINST ITS OWNER AND GUIDES AND OPERATORS, OR THEIR EMPLOYEES AGENTS, SERVANTS, OR ASSIGNS.

In consideration, for being allowed by Catonia SVG LLC, (hereinafter referred to as the Company) to participate in watersport events and activities, and/or being provided with water sport recreational property, equipment or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns, I acknowledge that I have read, understood and agreed with any and all provisions listed on the front and back of this document, as evidenced by my signature and initial in and throughout this document.

1. RENTAL PROPERTY:

Year : _____
Make: _____
Model: _____
Vin: _____

Additional Equipment: life vests, sand bags, tow rope, emergency whistle, ignition key, fire extinguisher, waterproof box contains insurance info and registration,

2. RENTAL DATES/TIMES: _____

3. RENTAL RATE: \$ _____

4. TOTAL RENTAL COST: \$ _____

5. TAX AND FUEL: All rental units will come with a full tank of gas. All rentals of 4 hours or greater will be charged one full tank of gas at the time of delivery. Also, all rentals of 2 hrs will be charged based

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on the fuel gauge usage (see attachment 1). The price paid will be equal to one full tank of unleaded gas at current pump prices. A 8.75% California and Contra Costa sales tax will be collected for all rentals.

6. INSPECTION OF EQUIPMENT: Owner(s) certify that the jet-ski(s) are in good mechanical and physical condition. Renter(s) will inspect said Equipment and lease the same without any representations by Owners(s). If equipment has damage or problems Renters(s) must report damage on the provided form. Renters(s) will be held responsible for any damage to the ski that is not reported at the time of delivery.

7. DAMAGES TO EQUIPMENT: The Damage Deposit: A damage deposit of \$400.00 will be collected for each four-stroke watercraft rented and will be immediately refunded if there is no damage(s). The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she who is known to Catonia SVG LLC as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these items are in any way lost, stolen or misplaced during the rental period. Should any damages exceed the \$400.00 damage deposit, Catonia SVG LLC Inc will provide an itemized repair bill, including lost rental time (Only applies to four strokes-lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The itemized repair bill, including lost rental time, must be paid in full upon the User's presentation of the bill. The security deposit shall not bear interest. Users shall be responsible for damages at and beyond the \$400 damage deposit. PLEASE BE AWARE: Major problems that can arise are few but costly. For example, damage to the impeller can cost several hundred dollars for debris sucked into the jet ski while damage to the engine due to overheating because of debris being sucked in can cost several thousand dollars.

8. THEFT OR LOSS: In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment

9. INSURANCE: Catonia SVG, LLC Inc offers NO insurance coverage for equipment damages incurred during your rental period. Please check your homeowner, auto, or credit card policy to see if there is an endorsement available to you.

10. JET-SKI OPERATION: Renter(s) acknowledge and agree that the Equipment will be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is a qualified operator of said Equipment; that Renter(s) will not allow any other persons except a member of their party

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and his/her name must be on the rental agreement as an authorized user with Primary Renter's permission. The Primary Renter will accept full financial responsibility for authorized user's damage to CATONIA SVG LLC property. Also, the authorized user will adhere to all safety and equipment rules as stated in this contact. Renter(s) will not operate the Equipment, or permit anyone to operate the Equipment, while under the influence of alcohol or drugs. Renter(s) will be responsible for the operation of the equipment within all laws in the State of California and Contra Costa County.

11. JET-SKI USE: The Renter(s) agrees not to permit the use of or to use the jet-ski for transportation of persons or property for hire and not to allow more than 2 persons and or the maximum listed weight 550 lbs upon the jet-ski at any one time.

12. REPAIRS – SERVICE CALLS: Renter(s) acknowledges and understands that Owner(s) cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the Owner(s). Should a repair person makes a call to repair or replace a unit that is found to be in working order and the problem was due to Renter(s) oversight or neglect or misuse, Renter(s) agrees that the repair call costs may be deducted from the Renter(s) security deposit.

13. LOSS OF RENTER(S) PROPERTY: It is expressly agreed that Owner(s) shall not be liable for loss of or damage to any property left of stored by Renter(s) or any other person in or upon said equipment after return thereof to Owner(s). Renter(s) agree to hold Owner(s) harmless from and against any such claims.

14. RETURN OF EQUIPMENT: Renter(s) acknowledges and understands that they will return the Equipment to dock at an agreed upon time on the end date of this contract.

15. PROHIBITED ACTIVITIES: Prohibited Activities. The Company reserves the right to cancel this rental agreement immediately if Renter engages in any prohibited activity. Renter shall not violate any of the following rules and regulations during his/her operation of the Craft:

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- A. There are no additional passengers or additional drivers permitted on the Craft unless expressly permitted by Catonia SVG LLC in writing prior to use.
- B. CAUSING WAKE IN A NO WAKE ZONE
- C. Leaving the jetski operating designated rental area

- D. Operating less than 300 ft from other water crafts or people or devices.
- E. Weaving through congested traffic
- F. ROLLING OR SUBMERGING CRAFT
- G. There is no smoking while on the Craft.
- H. Never operate the craft after OR while consuming alcoholic beverages, marijuana, legal or illegal narcotics/prescription drugs. The Company reserves the right to inspect any coolers, bags or other containers belonging to the Renter.
- I. There are no pets permitted on the Craft.
- J. There is no fishing permitted from the Craft, and no swimming permitted for Renter during use of the Craft.
- K. There is no docking/beaching of the Craft at any location other than the Company's designated delivery area, except in the case of emergency. A sand anchor will be provided and installed by Catonia SVG Inc at the time of delivery.
- L. No boat operation from dusk to dawn.

16. ACKNOWLEDGEMENT OF RISKS: All water crafts are used at the renter's and renter's guests and/or passengers' risk. I acknowledge that some, but not all, of the risks of participation on the watersport activity include:

- a. Change water flow, tides, currents, wave action, and ships' wakes;
- b. Collision with any of the following: other participants, the watercraft, other watercraft, and man-made or natural objects;
- c. Wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature;
- d. Ability to operate equipment, swim and/or follow directions, impaired sense of balance and/or physical coordination;
- e. Collision, capsizing, sinking, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
- f. The presence of insects and marine life forms, some of which are poisonous;
- g. Equipment failure or operator error;
- h. Heat of sun related injuries or illness, including sunburn, sunstroke, and/or dehydration;
- i. Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.
- j. Dangers of water being forced into body cavities from the jet thrust nozzle – wetsuit or wetsuit bottoms recommended
- k. Never apply throttle if any participants are in the water near the PWC
- l. Dangers of loose items (i.e. clothing, hair, phones, etc.) being sucked into the jet drive intake
- m. A life jacket must always be worn with kill switch lanyard attached

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- n. Horseplay is never allowed – no spraying or splashing others; no wake or wave jumping
- o. Stopping the engine will not stop forward motion

- p. Steering control is lost when the throttle is released, or when the engine is shut off
- q. How to respond to a capsized PWC

17. AGREE AND UNDERSTAND THAT:

- A. All renters must participate in a pre-launch instructional and safety briefing:
 - a. [Personal Watercraft Safety Video](#)
 - i. <https://www.youtube.com/watch?v=Ii-btx2A5YY&list=PLNS4pheFIR3APY8JtZB1xUAMeupFBtpxl&index=6>
 - b. [Personal Watercraft Person Overboard and Roll-overs Safety Video](#)
 - i. https://www.youtube.com/watch?v=_o33kOjQ8Ms&list=PLNS4pheFIR3APY8JtZB1xUAMeupFBtpxl&index=7
 - c. [Personal Watercraft Dangers](#)
 - i. <https://www.youtube.com/watch?v=8FITOIOahNA&list=PLNS4pheFIR3APY8JtZB1xUAMeupFBtpxl&index=9>
 - d. Seadoo Jetski Operation Instructions:
 - i. Reference Seadoo Jetski, year and model manual
 - e. I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the rented boat.
- B. Photo ID and Credit card required:
- C. Operators must be 18 years or older:
- D. Renters must sign a release of liability waiver and Rental agreement:
- E. All passengers must wear a life jacket:
- F. No driving while under the influence of alcohol, medication or any other mind altering substance:
- G. Must show proof of California boater card at the time of rental (January 1, 2021: 40 years old or younger must have an official California boater card:

18. ENTIRE AGREEMENT - I agree and understand The Renter(s) and Owner(s) acknowledge that this Agreement contains the full and complete agreement between the parties relating to the subject matter herein, that there are no oral, written or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the parties, whether written or oral relating to the subject matter herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the parties. Parties agree that they have read this document in its entirety and agree to all terms and conditions. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat.

Catonia SVG LLC.

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By: _____

User Signature

Printed Name

Authorized Users

Drivers License Number

Date of Birth ____/____/____

Emergency

Contact: _____

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