**EQUIPMENT RENTAL AGREEMENT**

This Equipment Lease is made effective as of , between **Barefeet**

**Kayak Rentals, LLC** (hereby referred to as “Lessor”) and,

(Hereby known as the “Lessee”), and states the agreement of the parties as follows:

 The Lessor shall lease the watercraft numbered below:

1.
2.
3.
4.
5.

The total lease payment, based on a rate of $ /per 3.5 hours of use, or $ /per all day use, is due and payable at the time of this agreement (or when scheduled).

**TAX**

Sales/Use tax is included in the lease price.

Payment is accepted in the form of Cash/Credit Card **NO CHECKS.**

**SECURITY DEPOSIT**

In addition to the lease payment charged a Security Deposit of $ , will be charged (per craft) at the time of this lease signing. Any amounts refundable to the Lessee shall be paid at the time this Lease is terminated or ended, subject to the option of the Lessor. The security deposit shall not bear interest.

**LEASE TERM**

The Lease shall begin on the above effective date and shall terminate on

 Unless otherwise terminated in a manner consistent with the terms of this Lease.

**CARE AND OPERATION OF EQUIPMENT**

The watercraft (# ) may only be used and operated in a careful and proper manner. Its use must comply with **ALL LAWS, ORDINANACES, AND REGULATIONS** relating to the possession, use, or maintenance of the equipment. This includes any licensing (fishing, etc.) and/or registration requirements if there are any. **Barefeet Kayak Rentals, LLC and all of its watercrafts are registered and insured per state law.**

**ALTERATIONS, MAINTENANCE, AND REPAIR**

The Lessee shall maintain, at Lessee’s cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and pertinent items.

**LESSOR’S RIGHT OF INSPECTION**

Lessor shall have the right to inspect the watercraft and the accessories supplied by **Barefeet Kayak Rentals, LLC,** during Lessee’s normal working hours.

**RETURN OF EQUIPMENT**

At the end of the Lease term, the Lessor shall be obligated to return the watercraft and ALL OF ITS ACCESSORIES (Life vest/Oars/Ropes etc.) to the Lessor at the Lessee’s expense. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of ANY discrepancies between such item of equipment and the description of the Equipment. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in this Lease.

**RISK OF LOSS OR DAMAGE**

**The Lessee assumes ALL risk of loss or damage to the equipment (and its accessories) form ANY cause and agrees to return the equipment from any cause and agrees to return it to the Lessor in the condition received form the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.**

Unless otherwise provided in this Lease, if equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order or replace that equipment with like equipment in good working order, which shall then become the property of the Lessor and subject to THIS Lease.

**LIABILITY AND INDEMNITY**

**LIABILITY FOR INJURY, DISABILITY, AND DEATH OF LESSOR (AND OTHER PERSONS) CAUSED BY THE OPERATION, HANDLING,AND TRANSPORTING OF THIS EQUIPMENT AND ITS ACCESSORIES DURING THE TERM OF THIS LEASE IS THE OBLIGATION OF THE LESSEE AND THE LEASE SHALL INDEMNIFY AND HOLD THE LESSOR (BAREFEET KAYAK RENTALS, LLC) HARMLESS FROM AND AGAINST ALL LIABILTY.**

**KAYAKING IS A RISK AND YOU THE LESSOR ARE TAKING FULL RESPONSIBILTY!! WE ENCOURAGE YOU TO KEEP TO WATER SAFETY AND READ ALL OF THE WARNINGS ON YOUR WATERCRAFT!!**

**CASUALTY INSURANCE**

Our watercrafts and equipment are all covered by casualty insurance provided to **Barefeet Kayak Rentals, LLC** for the loss and damage to any equipment; however, if the Lessee loses, breaks, or incapacitates use of the equipment **THE LESSEE WILL BE CHARGED THE FULL AMOUNT FOR THE REPLACEMENT OF THAT EQUIPMENT.**

**DEFAULT**

The occurrence of any of the following shall constitute a default under this Lease:

1. Failure to make required payment under this Lease when due.
2. The violation of any other provision or requirement that is not corrected within **0** days.
3. The insolvency or Bankruptcy of the Lessee
4. The subjection of any of the Lessee’s property to any levy, seizure, assignment , application or sale for or by any creditor or government agency.

**RIGHTS ON DEFAULT**

In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice or demand on the Lessee, the Lessor may take possession of the equipment and its accessories as provided by law, deduct the costs of recovery (including attorneys fees and legal costs) repair and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Lease Agreement should be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

**NOTICE**

**All notices required or permitted under this Lease shall be deemed delivered when delivered in person, by mail, postage pre-paid, addressed to the appropriate party at the address provided by the Lessor.**

**ASSIGNMENT**

The Lessee shall not assign or sublet any interest in this Lease or the Equipment or permit the equipment to be used by anyone other than the Lessee, or the Lessee’s employees without prior written consent.

**ENTIRE AGREEMENT MODIFICATION**

This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless it is in writing and signed by both parties.

**Governing Law**

**This Lease shall be construed in accordance with the laws of the state of OHIO.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**DISPUTE RESOLUTION**

The parties both agree to attempt resolve any and all disputes arising or relating to this Lease through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using Alternative Dispute Resolution procedures listed below:

Any controversies or disputes arising out of or relating to this Lease Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unsuccessful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator’s award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

**SIGNATORIES**

**This Lease shall be signed on behalf of Barefeet Kayak Rentals, LLC by Justine Parise (owner and operator) and by**

**and shall be effective as of the date first above written.**

**LESSOR:**

**JUSTINE PARISE(OWNER)**

**DATE:**

**LESEE:**

**DATE:**

**NUMBER AND DESCRIPTION OF WATERCRAFT AND ITS ACCESSORIES:**