

# Rental Agreement

Please read carefully. The following is for your benefit and convenience.

Lessee Disclosure: The Lessee acknowledges that Lessee has inspected the equipment and has determined that same is in good condition and suitable for the purpose for which it has been leased. The Lessee shall only use the property in the manner for which it is designed and intended to be used. Lessee assumes all responsibility for equipment while out of possession of lessor, and promises to return such equipment to the lessor in as good condition as it was at the effective date of the lease, natural wear from a responsible use expected. Lessee shall be liable for any loss, theft, damage or destruction of leased property. All equipment lost or damaged beyond repair will be paid by the lessee at regular replacement price. All damaged equipment which may be repaired will be repaired by the lessor, on return thereof and the cost for such repairs shall be paid by the lessee. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment.

Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, or proceedings (including all costs, expenses, and attorney's fees) related to or arising out of Lessor's use or possession of the equipment. This equipment shall be used by the Lessee only. This writing contains and constitutes the entire agreement between the parties. This lease agreement can only be modified by written agreement signed by both Lessor and Lessee. The Lessee represents that Lessee is at least eighteen (18) years of age and under no disability which will prevent Lessee from entering into this agreement. Lessee agrees not to part with or assign this lease or the equipment without the written consent of Lessor.

All equipment is used at Renter's risk. Renter understands that there exist certain risks of injury from the use or misuse of such items, including the potential risk of serious injury, disability or death from the use of such items. Renter assumes all responsibility for rented equipment while in Renter's possession. Renter agrees to indemnify and hold harmless Chincoteague Island Outfitters Inc. and their officers, shareholders, owners, operators, agents, and employees from any claim arising from renter's use, operation or possession of the rented equipment. Under no circumstances will Chincoteague Island Outfitters Inc. be held responsible for any damage to person or property, disability, injury or loss, including death, arising from the use of any rented equipment or the failure of the equipment to function as intended by the manufacturer.

I, \_\_\_\_\_, have read and understand the terms and conditions of this contract.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Thank you for choosing Chincoteague Island Outfitters and enjoy your vacation!