



Watercraft and Equipment Rental Agreement

BETWEEN

H2O Excursions, LLC

LESSOR

6649 Embarcadero Drive #2, Stockton, CA 95219

(209) 268-2300 (office)

Website: <https://myh2oexcursions.com> Email: info@myh2oexcursions.com

AND LESSEE		Leave Time	AM PM	Promised Return Date	Promised Return Time
Name					
Address		City		State	Zip
Home Phone	Cell Phone	Driver Lic. #		State	Expiration MM/YY
Email Address				CC# (last 4)	Expiration MM/YY
Craft (Make/Type)		CF #	Max # of Persons Allowed in Boat/ Max Weight (Persons, Gear and Motors):		

ADDITIONAL EQUIPMENT REQUESTED			CHARGES		
<input type="checkbox"/> Dry Bag (small)	<input type="checkbox"/> 1-2 Person Tube	<input type="checkbox"/> 1-4 Person Tube	_____ Hours		
<input type="checkbox"/> Dry Bag (large)	<input type="checkbox"/> 1-3 Person Tube	<input type="checkbox"/> Tow Ropes	Total Rental		
Extra Life Jackets Taken (Number and Sizes):			Additional Equipment		
Special Terms and/or conditions (if any) or Rental Information :			Misc. Charges (list)		
			Tax (if applicable)		
			Grand Total		
			Less Deposit		
EARLY RETURNS WILL NOT RESULT IN A REFUND!			Amount Due Lessor		
LATE RETURNS ARE SUBJECT TO \$50 FEE PER EACH 15 MINUTES					

In consideration of the agreement herein, H2O Excursions, LLC (herein after referred to as the LESSOR) agrees to 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 LISTED ON THIS AGREEMENT.** Initial: _____

THE LESSEE CERTIFIES THAT a) HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED; b) THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THE OFFICE AND/ OR ON THE CRAFT; AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH NINE (9) ON THE REVERSE SIDE. Initial: _____

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. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damage caused by my wake. I, the LESSEE(S) will not remove any equipment from the California Delta Inland Waterways and I (We) have familiarized myself/ourselves with a chart of the area. WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE(S) IS/ARE LIABLE. Initial: _____

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. Initial: _____

Principal Lessee:

Lessor : H2O Excursions, LLC

X _____ Date _____
(I am of Legal Age)

By : _____

X _____ Date _____
(I am of Legal Age)

RECEIPT OF PAYMENT FOR DAMAGE DEPOSIT

\$ _____ Method: _____

The deposit will be credited in full upon return of the rental, pending inspection of damages to any of H2O Excursions, LLC equipment. I expressly understand and agree to give H2O Excursions, LLC full authorization to charge my deposit in the event that I damage any of H2O Excursions equipment. I also expressly agree and understand that I will not dispute or charge back any charge that H2O Excursions may place on my credit card to pay for damages or misuse that I, or anyone in my party, may have caused. Security deposits will be refunded within 10 days of the final rental date less all fees including but not limited to all lost items, damages, and or fuel/oil costs incurred.

X _____ Date _____ By _____ H2O Excursions, LLC



Watercraft and Equipment Rental Agreement

The Watercraft and Equipment Lease Agreement furnished to: _____ by H2O Excursions, LLC, is subject to the following additional terms and conditions (continued from the other side of this Agreement):

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 or Credit Card deposit (as provided in the statement of charges section) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, clean, full of fuel, ordinary wear and tear excluded, as when received, for reimbursement of articles damaged, missing or broken equipment, fuel charges, 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 Excursions, LLC watercraft or equipment rental by LESSEE, H2O Excursions, LLC will retain the damage deposit. LESSEE understands and authorizes H2O Excursions, LLC to force funds from the security deposit held on cc# _____ exp. _____ (credit card authorization or cash) LESSEE agrees not dispute or chargeback any charges for damages, missing or broken articles to any H2O Excursions, LLC equipment. The foregoing shall not limit H2O Excursions, LLC ability to see its further damages at law or equity.
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;
 - e. of the rental craft after dusk or before dawn.
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 (including death) and/or property damage and H2O Excursions, LLC will be absolved and held harmless of any and all liability and/or property damage as a result of non- compliance by myself in 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 (INCLUDING DEATH) 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. LESSOR reserves the rights to cancel the Agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.
12. The rules and regulations contained herein and/or as posted in the office, and/or 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.
13. All damages will be settled upon return of the rental craft and equipment. Upon return of craft and equipment, 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 EXCURSIONS, LLC is the only party who will authorize repairs. H2O Excursions, LLC 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. LESSEE will ensure all occupants under the age of 13 will wear a life jacket at all times.
17. LESSEE will follow all boating safety regulations and rules (per California Harbors and Navigation Code, Vehicle Code, Penal Code, and California Code of Regulations).
18. RESCUE FEE Minimum Charge: \$125 first 30 min. \$200 per hour thereafter. Plus gas charge for rescue craft.
19. **ABSOLUTELY NO CASH REFUNDS!**
20. **NO INSURANCE AVAILABLE**

H2O Excursions, LLC will issue a credit towards future rentals if damage or problems with watercraft prove to be the fault of H2O Excursions. After a thorough inspection of said craft and/or equipment from an H2O Excursions, LLC representative, a credit slip will be issued to LESSEE, and will only be redeemable for a future H2O Excursions, LLC craft/equipment rental. H2O Excursions, LLC 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 **\$200.00 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 Excursions, LLC. **A \$30.00 service charge and a \$7.00 per gallon charge will be implemented to compensate for missing fuel or gasoline.** All crafts and equipment 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, I voluntarily agree on behalf of my estate, heirs, representatives and assigns, that they will be obligated to adhere to, be bound by and enforce the terms of this agreement, including the release and indemnification terms, and they will **waive, discharge, hold harmless, defend and indemnify** the Released Parties from any and all claims or any cause of action, except to the extent not permitted to be contractually excluded under California law. **Signed in California and subject to and governed by California laws.**

LESSEE SIGNATURE: _____ DATE: _____

LESSEE NAME (PRINT): _____