

WHATCOM JET-SKI RENTAL(S), LLC

Whatcom Jet-Ski, LLC Rental Agreement

Contact Information:

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Purpose

This Rental Agreement is entered into between **Whatcom Jet-Ski Rental(s), LLC** (hereinafter referred to as "Owner" or "Company") and the undersigned **Renter(s)** (hereinafter referred to as "Renter"). By signing this agreement, the Renter agrees to the following terms and conditions: This agreement ensures that renters understand and accept the risks involved and absorbs Whatcom Jet-Ski Rentals, LLC, of liability for incidents during the rental period.

1. Equipment Details

- **Year:** 2021
- **Make:** Kawasaki
- **Model:** Ultra LX
- **Additional Equipment:** Life jackets provided.

2. Rental Period

- **Start Date/Time:**
- **End Date/Time:**

3. Rental Fee

- **Total Rental Cost:**
- **Fuel Charges:** All rentals include a full tank of gas. Fuel costs will be deducted from the deposit based on current pump prices.

4. Renter Responsibilities

- **Inspection of Equipment**
- Inspect the jet-ski and report any damage using the provided form before use.
- Assume responsibility for any unreported damage.

5. Operation of Equipment:

- Operate the jet-ski safely and in compliance with all applicable laws.
- Do not allow anyone other than authorized parties to operate the jet-ski.

- Do not operate the jet-ski under the influence of alcohol, drugs, or any impairing substances.

1. Usage Restrictions:

- Do not use the jet-ski for transporting individuals or items for payment.
- Do not exceed the maximum capacity of three individuals or the weight limit specified on the jet-ski.

2. Return of Equipment:

- Return the jet-ski to the designated dock at the agreed-upon time.
- Late returns will incur additional charges at the standard hourly rate.

3. Return Condition:

- Return the equipment in the same condition as received, excluding normal wear and tears.

6. Damage and Loss

- **Damage Deposit:** A refundable security deposit of \$500 per (Jet-Ski) is required and will be returned upon satisfactory inspection of the equipment.
- **Responsibility for Damage:** Renter is responsible for any damage, loss, or theft of the equipment during the rental period.
- **Repair/Replacement Costs:** If damages exceed \$1,000, the Renter is responsible for the remaining costs, including lost rental time.
- **Theft or Loss:** The Renter is liable for the full replacement cost of lost or stolen equipment.

7. Assumption of Risk and Liability

- **Risk Acknowledgment:** The Renter understands that jet-ski rentals carry risks such as collisions, mechanical issues, weather, drowning, and other hazards.
- **Release of Liability:** The Renter releases Whatcom Jet-Ski Rentals, LLC from any liability for injuries, death, or property damage, including those caused by negligence.
- **Indemnification:** The Renter agrees to indemnify and hold harmless Whatcom Jet-Ski Rentals, LLC, from any claims, damages, or liabilities arising from their use of the equipment or presence on the premises.

8. Insurance

- Whatcom Jet-Ski Rentals LLC does not provide insurance for equipment damage. Renters are encouraged to review their personal insurance policies for coverage.

9. Payment and Cancellation

- **Payment:** Full payment is required before the start of the rental period.
- **Cancellation Policy:** Rentals may be canceled due to inclement weather or hazardous conditions. Refunds or vouchers will be provided at the discretion of the Owner. Cancellations made 1 day before the rental period will receive a full refund. Cancellations made less than 1] hour before the rental period may be subject to a cancellation fee.

10. Termination of Rental

- The Company reserves the right to terminate the rental agreement immediately if the Renter violates any terms of this Agreement, including operating the jet-ski under the influence of alcohol or drugs. No refunds will be issued in such cases.

11. Governing Law

- This Agreement shall be governed by the laws of the State of Washington.

12. Entire Agreement

- This agreement constitutes full understanding between the parties. No modifications are valid unless made in writing and signed by both parties.

Acknowledgment and Signature

By signing below, the Renter acknowledges that they have read, understood, and agreed to all terms and conditions outlined in this agreement.

Renter(s) Signature:

Renter(s) Printed Name:

Date: