

DEADMANS ISLAND KAYAK + SUP

Kayak and Paddle board Rental Agreement

*This agreement is made on the above date by and between **Deadmans Island Kayak + SUP** and the undersigned, hereafter referred to as **Customer(s)**.*

Kayak Rental Terms and Conditions of Use:

1. Customer acknowledges that he/she is skilled enough, strong enough, and experienced enough to participate in this activity.
2. Any questions that the Customer has regarding this activity have been addressed to the satisfaction of the Customer.
3. Kayaks and paddleboards are intended for use by one or two persons, depending on the craft; the Lessee agrees not to overload.
4. All safe boating regulations and procedures must be followed.
5. Life jacket/personal flotation device (PFD) will be securely fitted and worn whenever Customer is on the water. Sunscreen will damage life jacket, so shirt should be worn under PFD at all times.
6. Customer acknowledges that Deadmans Island Kayak +SUP has their approval to charge credit card on file for damages, loss, and fines resulting from their use of the kayaks, paddleboards, and/or equipment. Customer agrees to comply with all Deadmans Island Kayak + SUP Rental Terms and Conditions, and to pay any applicable fees, as included below.
7. It is illegal for boat operators to consume alcohol or drugs of any kind regardless of the degree of impairment. Customers must refrain from drug or alcohol use prior to or during use of rented equipment.
8. Equipment must be returned on time; there is no grace period for late returns. Early returns will be charged full rental rate (either hourly or daily as previously agreed upon); rentals are not prorated.
9. No one under 18 is allowed to rent kayaks except when accompanied by a legal guardian.
10. Only signatories of the Rental Agreement and Release Forms are allowed to use Deadmans Island Kayak +SUP's equipment. Customer is responsible for loss or damage caused by other users.
11. Customers may not use kayaks or rented equipment for any use not intended by the manufacturers. In addition, customers may not use the kayak for: any illegal purpose or in an illegal manner; in a reckless, abusive, or negligent manner (including dragging or paddling up onto a beach); or in low-visibility conditions.

Customer acknowledges that the estimated replacement value of items rented is up to \$1500 for each sit-on-top kayak or paddleboard rental package and up to \$3500 for each sea kayak package.

By signing this agreement, Customer agrees that the credit card on file may be charged for any accrued fees.

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Kayak and Paddleboard Rental Agreement

Fees for Violation of Terms & Conditions:

1. There is a \$25/hour late charge, which is payable for any time over five minutes into the hour.
2. Any lost or stolen gear will be charged to the credit card on file; the charge will reflect the full cost of replacement and may include surcharges for any necessary rush orders.
3. Customers will be charged the full actual cost of any damaged parts on all kayaks, paddleboards, and associated gear, plus \$95/hour for repair labor.
4. Customers will be charged a \$90 replacement fee for damaged PFDs; we cannot repair damaged life jackets.
5. If any item cannot be satisfactorily repaired, Customers will be charged the full replacement cost of the item.
6. A cleaning fee of \$50 will be charged for any boats, boards, and/or gear brought back in an excessively dirty state, including excessive gravel, sand, dirt, trash, or food. Moderate sand and dirt are acceptable and will not incur an additional fee.
7. Any and all loss or damage to the equipment that is caused as a result of the Customer's operation or oversight is the sole responsibility of the Customer. Do not leave any rental equipment unattended. Do not drag the boats or boards, or paddle them up onto the beach.
8. Customer is responsible for being aware of tides, currents, winds, boat traffic, and weather predictions.
9. Any Search & Rescue operations or extractions (emergency or otherwise) are at the sole expense of the Customer.
10. Any damage or loss of equipment due to a Search & Rescue operation or extraction is the sole responsibility of the Customer.
11. In no even shall the customer sub-lease boats, boards, or gear to another person or entity. The Customers' rights under this agreement are non-transferable.
12. No Deadmans Island Kayak + SUP staff has the right to change any of the terms or conditions of this agreement (except an owner when done in writing).
13. If any provision of this agreement is found to be void, invalid, or unenforceable, such finding shall not affect the validity or enforceability of any other part of this agreement.
14. This agreement constitutes the entire understanding of the parties with respect to the subject matter contained herein and shall supersede all other agreements, either oral or written, with respect to the same. This agreement is binding upon the heirs, successors, and assigns of the parties.

Customer Name Printed: _____

Customer Signature: _____ **Date:** _____

Staff Signature: _____