

Equipment Rental Agreement
Between
Big Daddy's Beach Rentals, LLC.

And

(Renter Name)
(Renter Address)
(Renter Phone #)
(Renter Email)

("Renter(s)")

THIS EQUIPMENT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER(S) AND BDBR

RENTAL PROPERTY:
Kayak(s) and/or Paddle Board(s)

(collectively "Equipment")

RENTAL DATE: _____ **RENTAL RATE: \$85.00 per board per day**

DEPOSIT: A booking deposit of 25% is required to hold the reservation and is due at the time of booking for the Renter(s). If booked online and paid in full, 25% of the total payment is considered as the "deposit".

CANCELLATION POLICY - Renter(s) are responsible for the entire equipment rental **rate within 48 hours of the rental date**. NO REFUNDS OR REBATES will otherwise be offered within 48 hours of the rental date. Cancellations made more than 48 hours from the rental date will receive the total payment refunded minus the 25% booking deposit.

NO SHOW POLICY - BDBR commits to having equipment available at agreed check-in time and is not responsible for Renter(s) inability to arrive or if Renter(s) chooses to depart early for any reason, or if a member(s) of Renter(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered.

INSPECTION OF EQUIPMENT- BDBR certifies that equipment is in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter(s) will inspect said Equipment and leases the same without any representations by BDBR.If Equipment has damage or problems not listed on this agreement, Renter(s) must notify the BDBR.

DAMAGES TO EQUIPMENT -Renter(s) acknowledges and understands that Equipment is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter(s) acknowledges and understands that BDBR reserves the right to charge Renter(s) for any repairs or special cleaning. Additionally, Renter(s) understands and agrees that BDBR reserves the right to charge Guest(s) for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter(s) acknowledges, understands, and agrees that by signing this equipment Rental Agreement/Contract, he/she is authorizing BDBR to charge Renter(s) for any damages sustained.

Renter(s) agree to pay for all damages or loss of equipment that may occur during my rental. Renter(s) acknowledge that charges for any damages will be automatically charged at the end of rental from their card saved on file. Renter(s) also agree to pay for loss of time/rentals if equipment is not able to be rented due to damage.

THEFT OR LOSS -In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment. The maximum liability for damage to this rented equipment is \$ 400.00.

OPERATION - Renter(s) acknowledge and agree that the Equipment will be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is a qualified operator of said Equipment; that Renter(s) will not allow any other persons except a member of their party to operate the equipment. Renter(s) will be responsible for all such operation. Renter(s) will not operate the Equipment, or permit anyone to operate the Equipment, while under the influence of alcohol or drugs.

Renter(s) will be responsible for the operation of the equipment within all laws.

USE -The Renter(s) agrees not to permit the use of or to use the equipment for transportation of persons or property for hire and not to allow more than 1 persons or the maximum listed weight on the equipment at any one time.

REPAIRS- SERVICE CALLS - Renter(s) acknowledges and understands that BDBR cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify BDBR of defective or non-working units. BDBR will

make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the BDBR. Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Renter(s) oversight or neglect or misuse, Renter(s) agrees that the repair call costs may be deducted from the Renter(s) security deposit.

LOSS OF RENTER(S) PROPERTY -It is expressly agreed that BDBR shall not be liable for loss of or damage to any property left of stored by Renter(s) or any other person in or upon said equipment after return thereof to BDBR Renter(s) agree to hold BDBR harmless from and against any such claims.

RETURN OF EQUIPMENT-Renter(s) acknowledges and understands that they will return the Equipment to dock where they were launched no later than 5:00PM.

ASSUMPTION OF RISK: I, the Renter, understand and am aware that boating, skiing, riding water toys are HAZARDOUS activities. I, the Renter, understand that the sport of boating, skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the user's body and possible DEATH. I, the Renter, hereby agree to freely and expressly assume and accept any and all risks in the use of the Equipment rented.

RELEASE OF LIABILITY: I, the renter, hereby release from any legal liability BDBR and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting misfit: the Renter(s), the full responsibility for any and all such damages or injury which may result. It is understood and agreed that the Rental Fee is a presently earned fee for the use of the equipment and that the Security Deposit is a deposit against costs of repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to BDBR pursuant to this agreement. Further, I the Renter(s) am responsible for all damages and/or losses to the equipment or any of its contents during that period.

TERMINATION OF RENTAL FOR UNSAFE CONDITIONS: BDBR reserves the right to revoke the use of the equipment for safety reasons, including, but not limited to: 1) unsafe operation of the equipment, 2) lack of sobriety of the Renter, 3) unsafe weather conditions.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.

Renter Signature:

Renter Name:

Date:

BIG DADDY'S BEACH RENTALS, LLC WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by **BIG DADDY'S BEACH RENTALS, LLC**. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of **BIG DADDY'S BEACH RENTALS, LLC**). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to **Rental Company** all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify **Rental Company** of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence of **Rental Company**.

EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by **Rental Company** at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence of **Rental Company**.

WAIYER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that **Rental Company** shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by **Rental Company**, including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full

responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Rental Company shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY RENTAL COMPANY, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company. Initials:

LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company, even if such damages arise out of the negligence of Rental Company. Initials:

ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence.

Initials:

SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. Initials:

READ RELEASE BEFORE SIGNING

RENTER SIGNATURE

RENTER ADDRESS

DATE/TIME

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER