**Superb Watersports Lease Agreement**

**The Lease furnished to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by Superb Watersports is subject to the following additional terms and conditions:**

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 deposit (as provided in the statement of charges) shall be retained by the **LESSOR** as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received, for reimbursement of articles damaged, missing or broken, 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 Superb Watersports watercraft or equipment rental by LESSEE, Superb Watersports will retain the damage deposit LESSEE understands and authorizes Superb Watersports to force funds from the security deposit held on cc#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_exp.\_\_\_\_\_\_\_\_(credit card authorization, cash or check) LESSEE agrees not dispute or chargeback any charges for damages, missing or broken articles to any Superb Watersports equipment.**

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.

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 and/or property damage and Superb Watersports will be absolved and held harmless of any and all liability and/or property damage as a result of noncompliance by myself on 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 LIABILTY FOR ALL LOST REVENUE LOST DUE TO CANCELLED RESERVATIONS DURING THE TIME REQUIRED TO COMPLETE REPAIRS ON DAMGED 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 AND DAMAGE TO ALL PERSONS AND PROPERETY THAT MAY BECOME INVOVLED 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. The rules and regulations contained herein and as posted in the office, 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.

12. **All LESSEES MUST READ THE SAFE BOATING HINTS FOR PERSONAL WATERCRAFT PUBLISHED BY THE STATE OF CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS** in the presence of an Superb Watersports representative. Upon completion of reading this pamphlet **LESSEE** must initial that he/she has read and understood all safety and operational instructions found within the pamphlet. If the **LESSEE** is unable to read or understand any part of the pamphlet he/she will be prohibited to rent any equipment/crafts from Superb Watersports.

13. All damages will be settled upon return of the rental craft. Upon return of crafts, 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. **Superb Watersports** is the only party who will authorize repairs. Superb Watersports 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. **RESCUE FEE** Minimum Charge: $85 first 30 min. $125 per hour thereafter. Plus gas charge for rescue craft. **ABSOLUTELY NO CASH REFUNDS!**

**Superb Watersports will issue a credit towards future rentals if damage or problems with watercraft prove to be the fault of Superb Watersports. After a thorough inspection of said craft from a Superb Watersports representative, a credit slip will be issued to LESSEE, and will only be redeemable for a future Superb Watersports rental. Superb Watersports will not be held responsible or liable for any problems related to altitude or elevation. LESSEE rents all crafts at their own risk. All watercraft are to be returned clean, or a $150.00 cleaning fee will be collected from the deposit. All watercraft and boats are to be returned with the same or equal amount of Gasoline with which the crafts departed from Superb Watersports. A $20.00 service charge and a $6.00 per gallon charge will be implemented to compensate for missing fuel or gasoline. All crafts will be thoroughly inspected upon departure and return to ensure optimum quality control.**

**I have carefully read the foregoing agreement/contract/release and I understand and agree to the contents thereof. When signed, this contract will bind me, my spouse, my heirs, and my legal representatives. Signed in California and subject to and governed by California laws.**

**NO INSURANCE AVAILABLE**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_