

EmptyWeekend Toy Rental Contract

I LESSEE agrees:

1. The LESSEE acknowledges that he/she has carefully examined the Recreational Toy 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 Recreational Toy and equipment in a safe, dependable condition while in his/her custody and that the boat will be kept in a safe place when unattended by him/her personally.
2. Security deposit (as collected by EmptyWeekend) shall be retained by the LESSOR as partial compensation for failing to return said rental Recreational Toy 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 overtime rental charges, if any, return of the Recreational Toy by the LESSEE.
3. LESSEE agrees not to use, not permit the use:
 - i. Of the rental Recreational Toy for any unlawful purpose
 - ii. Of the rental Recreational Toy in a careless or negligent manner
 - iii. Of the rental Recreational Toy while under the influence of alcohol and/or narcotics
 - iv. By any other person not the signatory of this agreement, or not equally qualified
4. LESSEE acknowledges his/her responsibility for the safe proper operation of the Recreational Toy: and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or lost time caused by accident, malfunction or breakdown of the rental Recreational Toy. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss or damage to property or injury, to persons (including death) resulting, thru the use, operation of possession of said rental Recreational Toy, including loss by fire, water, theft or any other cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from and against any and all lost, cost, 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 rented property and/or enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the LESSOR.
6. In the event of the malfunction, breakdown, or if any defect is discovered after the acceptance of the rental Recreational Toy that LESSEE will immediately report it to LESSOR. LESSEE cannot authorize repairs by anyone without the consent of the LESSOR. Continued use of the rental Recreational Toy shall be entirely at the LESSEE's risk and thus to the LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. LESSOR'S ability to provide a rental Recreational Toy, 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.
8. The rules and regulations contained herein and as posted in the office, on the Recreational Toy, and/or on the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she had read and understands said rules and regulations, and further assumes the responsibility to see that his/her family or guest(s) obey the rules.

9. The individual renting the recreational toy agrees the person operating the motorize vehicle is over the age of 21.

10. Should any term or condition of this Rental Agreement be held void or unenforceable, then 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.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF THE RENTAL CRAFT TO THE LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE. Early return will not result in a refund. Gasoline is not included in rental rates This is to certify I(WE), the LESSEE(S) am/are experienced in all aspects of the handling and operation. I(WE) have read both pages of the agreement and fully understand the terms and conditions set forth on ***If you cancel without 48 hours notice you will be both pages; that I(WE) acknowledge receipt of a copy of this agreement.

LESSEE(Customer)_____

LESSOR(Toy Owner)_____