



**SICK DAY RENTALS LLC
SURF BOAT RENTAL AGREEMENT**

In consideration of the agreement herein, Sick Day Rentals LLC, a Utah limited liability company, (herein after referred to as the LESSOR), agrees to lease to the undersigned (herein after referred to as the LESSEE) the surf boat and equipment described below.

	Description
Surf boat	2022 ATX 22 Type-S Surf Boat
Equipment	See invoice for equipment details
Equipment	
Equipment	

By signing this Surf Boat Rental Agreement (this “Agreement”), LESSEE acknowledges and agrees with, and represents to LESSOR, as follows:

LESSEE certifies that HE/SHE has examined the surf boat and equipment listed above and finds it acceptable and suitable for the purpose for which it is leased. LESSEE will not remove any safety equipment from the surf boat and will maintain both surf boat and equipment in a safe, dependable condition while HE/SHE has custody. Initial: _____

LESSEE agrees HE/SHE will be the sole operator of the surf boat and is over 25 years of age.

Initial: _____

LESSEE agrees HE/SHE will operate the surf boat in accordance with all safety rules and regulations as posted on the surf boat, and further certifies that HE/SHE has read and understands all said federal and state (Arizona and Utah) rules and regulations applicable to the safe use and operation of the surf boat. LESSEE acknowledges and agrees that copies of “The Boater’s Guide of Arizona: A Handbook of Boating Laws and Responsibilities” and “Utah State Parks Boating Laws and Rules” have been provided to HE/SHE and HE/SHE has had the opportunity to read and ask lessor questions about the information contained therein. Initial: _____

LESSEE certifies HE/SHE is experienced and capable in all aspects of the handling and operation of the surf boat such as the one rented above. LESSEE agrees said surf boat will not be occupied by a greater number of persons that is shown in this rental agreement or by a greater number of persons allowable per the capacity maximum of the surf boat. LESSEE further agrees not to use, nor permit the use of the rental surf boat, for any unlawful purpose, in a careless or negligent manner, while under the influence of drugs or alcohol, by any other person not the signatory of this agreement, nor operate the surf boat after dusk. Due to the hull design of the surf boat, LESSEE will NOT anchor the surf boat on the beach.

Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the surf boat; and for the safety and welfare of other boaters, persons, and passengers. LESSEE further agrees to indemnify

and hold harmless the LESSOR and its agents, affiliates and personnel 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 surf boat. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental surf boat, including loss or damage by fire, water, theft or any other causes whatsoever. Initial: _____

LESSEE agrees that HE/SHE will provide signed Waiver and Release of Liability Agreements of all potential passengers and users of said surf boat and rental equipment to LESSEE prior to the commencement of the rental period and will not permit the use or enjoyment of said surf boat or rental equipment by any person or minor child whose parents have not signed Sick Day Rentals' Waiver and Release of Liability Agreement. Initial: _____

LESSEE agrees to assume responsibility, even those risks arising out of negligence by LESSOR, other passengers, riders, and/or all participants on the surf boat. LESSEE assumes fully responsibility for HIMSELF/HERSELF and all passengers on the surf boat, including any minor children, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of others, and even if caused, in whole or in part by the negligence or other fault of the LESSOR, its members, managers, employees, agents, legal representatives and assigns. Initial: _____

LESSEE acknowledges that if anyone is hurt or property is damaged using the rental surf boat or equipment, LESSEE may be found by a court of law to have waived any right to maintain a lawsuit against LESSOR on the basis of any claim, including subrogation, from which LESSEE has released herein, including claims that LESSOR was solely or partially negligent or otherwise at fault with respect to such damage, injury or death. Initial: _____

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental surf boat the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental surf boat. Initial: _____

LESSEE acknowledges all reservations are subject to a non-refundable \$300 booking fee that will be applied toward applicable rental fees at the time of service. Any cancellation of this reservation will result in a forfeiture of the \$300 booking fee. Cancellations must be made 30 days prior to the first date of the rental period. In event that customer does not give 30 day notice of cancellation, customer authorizes and allows Sick Day Rentals LLC to charge his/her credit card for the entire amount of the boat rental fees during the reserved period. Initial: _____

LESSEE authorizes and allows SICK DAY RENTALS LLC to charge HIS/HER credit card for any damages or loss to the surf boat or equipment and any fees incurred associated with the surf boat rental. A major credit card authorization (VISA or MasterCard) in the amount of three thousand dollars (\$3000.00) shall be retained by the LESSOR 24 hours prior to the rental period as partial compensation for failing to return said rental surf boat in as good condition, ordinary wear and tear excluded, as when received; for application towards reimbursement of articles damaged, missing or broken. Initial: _____

In the event the surf boat is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME at rate of \$50.00 per each half-hour. Initial: _____

In the event the surf boat is not returned clean, in a similar condition as it was presented to LESSEE, said LESSEE agrees to pay for CLEANING at rate of \$50.00 per each half-hour. Initial: _____

LESSEE agrees to return the surf boat with all fuel tanks full (89 octane gas). In the event the surf boat is not refueled upon its return, said LESSEE agrees to pay for the fuel necessary to top off the tanks and a FUEL SERVICE FEE at rate of \$50.00 per each half-hour. Initial: _____

Rental Fees:

Surf boat	\$1100 per day (3 day minimum), \$950 per day (4 day), \$900 per day (5+ days)
Surf Package	\$50 per day (3 day min.)
Wakeboard package	\$50 per day (3 day min.)
Tube Package	\$50 per day (3 day min.)
Life Jackets	\$5 per jacket/per trip

Rental fees do not include refueling, other service fees or applicable taxes. The remaining balance on the invoice will be charged 24 hours prior to pick up and/or delivery of the surf boat. Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its members, managers, employees, agents, legal representatives and assigns, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with 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 terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in Washington county, UTAH.

Initial: _____

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN THE ENTIRE RENTAL AGREEMENT BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I HAVE READ, FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: Sick Day Rentals LLC, by: _____ DATE: _____

LESSEE: _____ DATE: _____

LESSEE'S NAME	
ADDRESS	
CITY, STATE ZIP CODE	
EMAIL	
DRIVER'S LICENSE #	

NAME PASSENGERS	NAME OF PASSENGER
1.	9.
2.	10.
3.	11.
4.	12.
5.	13.
6.	14.
7.	15.
8.	

