

Vick LLC

Peoria Kayak Rental Agreement

____ Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Peoria kayak rental Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from Peoria Kayak Rental.

____ Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.

____ Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft to include that the renter is deemed responsible for securement of all Equipment, and shall pay the Lessor (Vick Enterprises LLC) the full cost of repair or replacement.

____ Renter shall return boats and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental boats or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

____ **RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking and paddle boarding are activities with inherent risks of injury to persons and property. RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Renter acknowledges that PFD's (Lifejackets) are made available and that ALL RENTERS ARE REQUIRED TO WEAR PFD's/LIFEJACKETS WHILE USING RENTAL BOATS AND EQUIPMENT. Renter understands that use of a PFD does not remove all risks of injury; nor does PFD use make Kayaking and Paddle boarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.

____ **RELEASE OF LIABILITY:** Renter hereby RELEASES Lessor (Vick Enterprises LLC), its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat and/or equipment to include the renter's vehicle as a result of transporting equipment.

____ This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said boat(s) or Equipment. The laws of the State of Arizona shall govern this agreement.

____ I understand a minimum of a \$60 deposit will be held until the kayak is returned to Peoria Kayak Rental. If any equipment or kayak is lost, damaged, or stolen I understand I will pay for the damages at the cost of the items listed below.

____ I understand that if I drag the kayak out of the water and damage the keel (front/back underside of kayak/SUP) of the kayak, I will pay the price listed below for the kayak/SUP.

____ I understand that Peoria Kayak Rental is not responsible for repairing or replacing any contents lost or damaged within the floating dry bags.

____ I understand that the kayaks and all equipment rented to me will be returned by 8PM on the specified day to 8127 W Larkspur Dr. Peoria, Az 85381 or late fees will be assessed.

Prohibited uses: Customers may not use boats for any use not intended by manufacturer. In addition, customers shall not use the boat in any of the following manners:

- For any illegal purpose or in an illegal manner
- To carry any type of hazardous or explosive substance
- After dusk or during the night
- To carry loads beyond stated capacity
- In a reckless, abusive or negligent manner
- By any person consuming alcohol or drugs
- In violation of the terms and conditions of this agreement in any way

I AM AWARE THAT KAYAKING IS A DANGEROUS SPORT AND I AM AWARE OF THE DANGERS OF KAYAKING. I UNDERSTAND THAT PEORIA KAYAK RENTALS IS IN NO WAY RESPONSIBLE FOR MY SAFETY OR THE SAFETY OF THE EQUIPMENT I AM RENTING. I further state that I am of lawful age and legally competent to sign this agreement. I also understand that this is a contract and not a mere recital, and I agree I have signed this contract as my own free act. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE I SIGNED.

*****Do Not Drag Kayaks Out Of Water*****

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand the above. I agree to the terms and conditions as stated.

Print Name _____ Signature _____ Date _____

Vick LLC

Peoria Kayak Rental Agreement

Last Name _____ First Name _____ Driver's License # _____

Phone # _____ Email _____

Item Description	Cost To Replace
Life Jacket	\$15
Red Life Jacket	\$40
Manual SUP Pump	\$75
Automatic SUP Pump	\$140
SUP Fin w/ Clip	\$25
SUP Fin Washer	\$6
SUP Fin Bolt	\$6
SUP Paddle	\$65
Kayak Paddle	\$60
Kayak Back Rest	\$60 (Fishing kayak \$100)
Kayak Seat	\$50
Fishing anchor	\$40
Fishing Rod Holder	\$60
Stand Up Paddle Board Fin	\$60
Stand Up Paddle Board Ankle Leash	\$40
Seat Clip	\$15
Foot braces (sit in kayaks)	\$60
Kayak Compartment Lid	\$60
Bungee/Handle	\$10
Drain Plug	\$15
Ratchet Strap	\$10
Kayak Description	Cost To Replace
Perception 13.5 Tandem Kayak	\$800
Green Perception Access Sit On Kayak	\$350
Perception Swifty 9.5 Single Sit In Kayak	\$380
Green Pelican Single Seat Sit In Kayak	\$300
Blue Fusion-145 Single Seat Sit In Kayak	\$350
Perception 105 Angler Hook Single It In Kayak	\$550
Akona Havana 10'6" Inflatable SUP (Kiefer)	\$599 (\$699)
Akona Havana 11'3" Inflatable SUP	\$629
Pulse Tropic 10'6" Inflatable SUP	\$889
Pulse Tropic 11'3" Inflatable SUP	\$915
Perception Tribe Sit On Top Kayak (Tandem)	\$350 (\$659)

I understand and agree to the above cost to replace items if they are lost or damaged. I accept the items given to me are in proper working condition and they shall be returned to Peoria Kayak Rental in proper working condition or part or all the security deposit may not be refunded back to me. I have inspected the items to ensure they are in good working condition and accept responsibility for the items. I have ensured that the items that are marked are in fact in my possession and that the items I am leasing are identified correctly on the above table. In the event that a piece of equipment is damaged beyond the amount of the security deposit I will pay Vick LLC (Doing Business as "Peoria Kayak Rental") the full cost specified to replace the damaged piece of equipment within 48 hours or I will accept a fee of \$35 per day past the 48 hours. In the event that Peoria Kayak Rental has to file judgment against me in order to recover the cost of damaged equipment I may be liable for all the cost associated with filing a judgement against me including but not limited to time spent filling paper work, travel time, filling fee's, lost revenue, and other legal expenses. I understand that the owners and employees of Peoria Kayak Rental may help me in loading and securing the equipment for transportation, but it is still my responsibility to ensure the equipment is secure and safe for transportation.

Print Name _____ Signature _____ Date _____