

## EQUIPMENT RENTAL AGREEMENT



Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

How did you learn about the CBC? \_\_\_\_\_

**FULL NAME of RENTER (Please Print Clearly)** \_\_\_\_\_

Address \_\_\_\_\_ City, ST \_\_\_\_\_ ZIP \_\_\_\_\_

Best phone \_\_\_\_\_ Email \_\_\_\_\_

Emergency contact name & phone \_\_\_\_\_

Security deposit Keys  Other \_\_\_\_\_

**TIME OUT** \_\_\_\_\_ **Est. RETURN TIME** \_\_\_\_\_

**OUTING PLAN** \_\_\_\_\_

As the RENTER, I affirm that I am **18 years of age or older**. I acknowledge that the minimum rental charge will be for one hour and that all additional time will be charged at the one hour rate.

As the RENTER or a USER, I confirm that I have read and do accept all the **Terms and Conditions** listed on *the other side of this form*. I also affirm my ability to tread water and swim at least 50 yards. I will not take the Rental Equipment beyond the area restricted for its use, and unless I have the skill and capacity to navigate in extreme wind and wave conditions, and have completed an Outing Plan on this form, I will not take the Rental Equipment beyond a line connecting Post Point and Squalicum Harbor. If I am renting or using a sea kayak, I affirm that I can reliably execute a wet exit and self-recovery. If I am renting or using a rowing shell, I affirm that I am skilled in operating a sliding-seat rowing craft.

**Signature of RENTER** \_\_\_\_\_

**PRINTED NAMES and signatures of all *other* Rental Equipment USERS**

PRINTED NAME of USER \_\_\_\_\_ Signature \_\_\_\_\_

PRINTED NAME of USER \_\_\_\_\_ Signature \_\_\_\_\_

PRINTED NAME of USER \_\_\_\_\_ Signature \_\_\_\_\_

PRINTED NAME of USER \_\_\_\_\_ Signature \_\_\_\_\_

PRINTED NAME of PARENT or GUARDIAN for all USERS under the age of 18 \_\_\_\_\_

Signature of PARENT or GUARDIAN for all USERS under the age of 18 \_\_\_\_\_

<b><i>For employee use only</i></b>				
RENTAL EQUIPMENT	Rate	Hours Out	Amount	
	\$		\$	<i>Initials</i> _____ Payment Method Visa <input type="checkbox"/> Mstr Cd <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Season Pass <input type="checkbox"/> Gift Certificate <input type="checkbox"/> Voucher <input type="checkbox"/> QuickBooks entry <input type="checkbox"/>
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
<b>TOTAL (inc. tax)</b>			<b>\$</b>	

## **Terms and Conditions of Equipment Rental Agreement**

### **INSPECTION**

Renter acknowledges that he or she has personally inspected the Equipment and accompanying accessories and finds them suitable for his/her needs and User's needs, with no unacceptable defects or damage.

### **PROHIBITED USES**

Use of the Equipment in any of the following circumstances is prohibited, and constitutes a breach of this Agreement:

- (a) use under the influence of alcohol or any illegal substances
- (b) operation by anyone other than the Renter or User listed on the other side of this form
- (c) use for illegal purpose or in illegal manner
- (d) use without all occupants wearing life jackets
- (e) any other use prohibited under the provisions of this Agreement
- (f) use when the Equipment is in bad repair or is unsafe.

### **REPLACEMENT OF MALFUNCTIONING RENTAL EQUIPMENT**

If the Equipment becomes unsafe or significantly damaged, Renter or User will, as soon as is practical, discontinue use and return to the Community Boating Center (CBC). Upon receiving such property, if its condition is not the fault of the Renter or User, the CBC agrees to provide replacement, if available.

### **ACCEPTANCE OF RISK AND HOLD HARMLESS AGREEMENT**

Renter and User understand and agree to accept any and all risks involved in using Equipment, including property damage, personal injury and or death. Renter and User agree to hold harmless and to indemnify the CBC, its directors, officers, employees and volunteers for property damage and personal injuries or death of any person whomsoever, caused by the Equipment and/or negligence of the CBC, its directors, officers, employees and volunteers. The parties agree that should any part of this clause be ruled invalid, the remainder shall nonetheless remain valid.

### **DAMAGE TO OR LOSS OF EQUIPMENT**

Renter agrees to compensate the CBC for any damage to or loss of the Equipment resulting from any cause other than normal wear and tear.

### **REPOSSESSION**

Upon any breach of this Agreement, the CBC may terminate the Agreement and take repossession of the Equipment from wherever it may be.

### **CLAIMS AND FEES**

Any claim by Renter or User against the CBC, its directors, officers, employees or volunteers must be filed in writing within six (6) months after the date of occurrence. Any such legal action must be commenced in Bellingham, Whatcom County. Renter or User shall be liable and shall indemnify the CBC for all attorney fees incurred in the enforcement of this Agreement.