



OFFSHORE MARINA, INC. | BOX 330330, LAKE POWELL, UT 84533 | 435-788-2142 PHONE | 435-788-2303 FAX

RENTAL AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY AS IT MAY LIMITS YOUR LEGAL RIGHTS. BY INITIALING EACH PARAGRAPH AND SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU UNDERSTAND ITS MEANING AND EFFECT. EACH PERSON THAT WILL OPERATE THE RENTAL EQUIPMENT MUST SIGN THIS RENTAL AGREEMENT.

_____ **PARTIES:** This agreement (“**Rental Agreement**”) is between Offshore Marina, Inc., a Utah corporation (“**OSM**”), and the following individual and any individuals listed at “additional operators” at the end of this Rental Agreement, (hereinafter collectively and jointly and severally, the “**Customer**”):

Printed Name: _____

Address: _____

City, State, Zip: _____

Home Telephone: _____

Cell Phone: _____

_____ **AUTHORIZED EQUIPMENT OPERATORS:** Only those individuals who have a validly issued driver’s license and who have been listed as either the “primary operator” or “additional operator” at the end of this Rental Agreement, will be authorized to operate the Rental Equipment, as defined below. Personal Water Crafts (PWCs) may be operated, under adult supervision, by those who are at least 14 years old and have a valid PWC operators permit.

_____ **RENTAL ITEMS AND FEES:** Customer agrees to rent from OSM the boats (including trailers), PWCs(including trailers) and/or other rental items, as listed on Exhibit A of this Rental Agreement (collectively the “Rental Equipment”) at the costs provided for in Exhibit A. Exhibit A, is specifically and fully incorporated by reference into this Rental Agreement.

_____ **SECURITY DEPOSIT:** A security deposit in the amount listed on Exhibit A (“Security Deposit”) is required to secure the full and satisfactory performance of the duties and obligations of the Operators for rental of the Rental Equipment, including but not limited to responsibility for any and all damages to the Rental Equipment. Upon the return of the Rental Equipment by the Customer, OSM shall refund the Security Deposit, less any amounts due or owing to OSM, including, but not limited to, the replacement, repair or cleaning of the Rental Equipment, the late return of the Rental Equipment or other charges to Customer related to the rental of the Rental Equipment. Without limiting any of the foregoing, the Customer shall not be obligated to pay for expenses related to the normal wear and tear of the Rental Equipment. Normal wear and tear shall be determined in the sole discretion of OSM.

_____ **EXAMINATION OF RENTAL EQUIPMENT:** By accepting this Rental Equipment, the Customer acknowledges that the Customer has examined the Rental Equipment and determined its sea-worthiness and that it is in good operating condition and repair. As a result, Customer waives any and all claims against OSM for any faulty or defective Rental Equipment.

_____ **TIME AND PLACE OF RETURN:** Customer shall return all of the Rental Equipment to OSM’s rental facility, located near Mile Marker 30, State Highway 276, Lake Powell, Utah (“Rental Facility”), on or before the _____ day of _____, _____ at _____ A.M/P.M. (the “Due Date”). If Customer fails to return the Rental Equipment to the Rental Facility on the Due Date, the Customer shall pay to OSM an additional fee equal to the total of the daily rental fees for each of the items rented by Customer for each day or any part day thereof that the Rental Equipment is returned late. Customer further agrees to pay OSM for any losses or costs incurred by OSM as a result of Customer’s failure to return said Rental Equipment as required in this Rental Agreement. Other than the return of the Security Deposit, under the terms outlined in this Agreement, no refunds will be made to Customer for the early return of said Rental Equipment.

_____ **CARE AND USE OF RENTAL EQUIPMENT:** Customer agrees to return Rental Equipment to OSM at the Rental Facility in the operating condition and state of cleanliness and repair it was in when Customer took possession of said Rental Equipment. Customer agrees not to use or permit others to use the Rental Equipment in any manner that is unsafe, a violation of law or for any unlawful purposes. **Operating the Rental Equipment at night is expressly prohibited.**

_____ **GEOGRAPHIC RESTRICTIONS:** Customer shall only use and operate the Rental Equipment within the Utah and Arizona Lake Powell area (the “Geographic Area”). Any use of the Rental Equipment outside of the Geographic Area is expressly prohibited.

_____ **FUEL:** All fuel tanks are full when Rental Equipment is delivered to Customer. Customer will return Rental Equipment to OSM with all fuel tanks full. If fuel tanks are not full when Customer returns Rental Equipment to OSM, Customer will pay OSM a service fee of

\$25.00 per fuel tank plus the cost of fuel to fill said fuel tanks. OSM will deduct the total amount due for the service fee and fuel from the Security Deposit, or, at the election of Customer, Customer can pay the amount due in cash or by credit card.

SAFETY RULES AND REGULATIONS: Customer agrees that the OSM Safety Rules, attached hereto as Exhibit B, ("OSM Safety Rules") are specifically and fully incorporated by reference into this Rental Agreement. Customer agrees to fully comply with all of the OSM Safety Rules and with any and all federal and/or state regulations governing the use, possession and operation of the Rental Equipment.

ACCIDENTS: Customer will notify OSM immediately if possible, and in no event less than 24 hours after the occurrence of any accident or other event involving the Rental Equipment that results in injury to any person or damage to any property.

KNOWLEDGE OF CAUSES OF PWC ENGINES/JET DRIVES DAMAGE: Customer acknowledges having been informed (by reading this section) of the potential damage to PWC engines and/or jet drives including but not limited to the introduction (by any means) of sand, rocks or debris into the intakes and that, specifically, operating a PWC in shallow water is a primary cause of such damage. If upon Customer's return of Rental Equipment, OSM determines the engine and/or jet drive may have been damaged, Customer agrees to pay OSM a diagnostic fee to determine the nature and extent of suspected damage. If OSM determines damage to the engine and/or jet drive occurred during Customer's possession of Rental Equipment, Customer agrees to pay OSM's standard labor rates, the cost of parts required for repair and the daily rental rate for the Rental Equipment for each day the Rental Equipment is out of commission for repair.

KNOWLEDGE OF CAUSES OF BOAT PROPELLER DAMAGE: Customer acknowledges that the propeller of the boat rented from OSM, under the terms of this Agreement, other than as indicated on the Check-out Form, is free from chips and/or nicks in the blades at the time of pick up by the Customer. If Customer returns the boat with damage to the propeller, Customer agrees to pay chip and/or nick repair costs, in the event that the propeller can still be repaired. In the event OSM determines, in its sole discretion, that the propeller cannot be repaired, Customer agrees to pay any and all replacement costs, including labor for the replacement of the propeller.

FINANCIAL RESPONSIBILITY FOR LOSS AND/OR DAMAGE TO RENTAL EQUIPMENT: Customer acknowledges and agrees that, other than normal wear and tear of the Rental Equipment, which is to be determined in the sole discretion of OSM, the Customer is financially responsible for any damage to or loss of OSM's Rental Equipment from the time Customer takes possession of said Rental Equipment until Customer returns said Rental Equipment to the Rental Facility **and OSM has accepted the return of said Rental Equipment.** Customer acknowledges that in the event the Security Deposit does not cover the total cost of repair or the replacement cost (in the event the loss or repair cost is greater than the replacement cost), to Rental Equipment, Customer is liable for, and agrees to pay immediately the additional amount due for the repair or replacement of said Rental Equipment. By signing this Rental Agreement Customer authorizes OSM to charge Customer's Credit Card for any amounts due OSM, after deducting the Security Deposit, for the loss, repair or replacement of said Rental Equipment.

NO INSURANCE OF ANY TYPE IS PROVIDED CUSTOMER UNDER THE TERMS OF THIS RENTAL AGREEMENT: Customer acknowledges, under the terms of this Rental Agreement, OSM does not provide Customer liability insurance of any type for any occurrence or happening, including damage to property, personal injury or death, associated in any way with Customer's rental and use of the Rental Equipment.

OSM may offer Customer the option of purchasing insurance to cover damage to Rental Equipment only. Said insurance is separate from and not included in any way in this Rental Agreement.

PASSENGER VESSEL SAFETY ACT ADVISORY: The Passenger Vessel Safety Act of 1933 prohibits the carrying of a certain number of passengers on each type of vessel. In the case of said Rental Equipment, the maximum number of passengers allowed in OSM vessels is explicitly stated on Exhibit A. If more than this number of passengers is aboard the Rental Equipment at any time, Customer is in violation of the federal statute and will be personally responsible for any fines and penalties imposed by the U.S. Coast Guard.

INHERENT RISKS OF OPERATING RENTAL EQUIPMENT: Customer is aware that the use of the Rental Equipment bears unknown risks and hazards that could result in injury, death, illness, mental or physical harm to Customer's own body, other individuals and/or damage to the Customer's property or the property of others. These risks and hazards include, but are not limited to: HYPOTHERMIA; COLD; HEAT; FREEZING; EXPOSURE; DROWNING; WINDBURN; SUNBURN; FROSTBITE; CHANGING WEATHER AND WATER CONDITIONS; SNOW; UNSEEN ROCKS; STUMPS, TREES, OR OTHER FLOATING OR SUBMERGED OBSTRUCTIONS; COLLISION WITH NATURAL OR MAN MADE OBJECTS, PERSONS OR THINGS; ROLLOVERS; CAPSIZING; VARIATIONS IN TERRAIN AND SHORE LINE; FAILURE OF OTHERS TO PARTICIPATE IN ACTIVITIES. WITHIN THEIR ABILITIES; INJURY FROM CARRYING, TOWING, LIFTING OR DRAGGING EQUIPMENT; PERSONAL PHYSICAL CONDITION; CONSUMING FOOD OR DRINK; THE BEHAVIOR OF WILD OR DOMESTICATED ANIMALS. Given the inherent risks, **EXTREME CARE MUST BE TAKEN IN THE USE AND OPERATION OF RENTAL EQUIPMENT.**

ASSUMPTION OF RISKS: Customer voluntarily assumes and accepts the risks of loss, cost, expense, damage, liability, including any injury or harm, including death, to his person, his dependants, or any other persons either participating with him in any way in the use of Rental Equipment or affected in any way because of Customer's use of said Rental Equipment. Customer voluntarily assumes and accepts the risks of any damage or harm to his property or the property of others that is the result in any way from Customer's use of the above referenced Rental Equipment.

RELEASE, DISCHARGE AND INDEMNIFICATION: Customer hereby forever releases and discharges OSM, its officers, directors, owners, employees, contractors and any other individuals associated with OSM, in its business operations from any and all liability, claims, demands or causes of action which are related to, arise from, or are in any way connected with Customer's rental and use of the Rental Equipment. Further, Customer forever indemnifies and holds harmless OSM, its officers, directors, owners, employees, contractors and any other individuals associated with OSM, in its business operations against any claims, suits, penalties, obligations, costs and expenses (including attorney's fees), including any claims by the Customer or any third parties (which may include others participating with the Customer in the use of the Rental Equipment), incurred or suffered by such indemnified parties with respect to injury to persons (including death) or damage to property resulting from or arising out of the Customer's use of the Rental Equipment or Customer's failure to comply with the obligations set forth in this Rental Agreement. Customer acknowledges and agrees that OSM is not liable to Customer for the loss or damage to any personal property of Customer or members of Customer's party, including property left on or in Rental Equipment by Customer or members of Customer's party. OSM is not liable to Customer for the loss of time of use of Rental Equipment due to Rental Equipment's failure, poor weather conditions or any reason whatsoever.

PHYSICAL CONDITION/MENTAL CAPACITY: Customer certifies that he is in good health. There is no physical condition, disability, impairment, or injury which would make it difficult or dangerous for the Customer to safely operate the Rental Equipment, or which would impair his ability to knowingly and voluntarily enter into this Rental Agreement. Customer understands that OSM is relying on this statement of good health and condition in renting the Rental Equipment to him. Customer certifies that he has not consumed any amount of alcohol or used any drugs during the past 24 hours that would impair his ability to safely operate Rental Equipment or enter into this Rental Agreement. Customer further agrees not to use alcohol or any drugs that would impair in any way his ability to safely operate Rental Equipment.

SEVERABILITY CLAUSE: If any provision of this Rental Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the Customer or the OSM will not be materially and adversely affected thereby: (a) such provision will be fully severable; (b) all agreements will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of the agreements will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

JURISDICTION: Customer and OSM agree that any disputes arising out of this Rental Agreement, shall be governed by and construed in accordance with the laws of the State of Utah without regard to such state's conflicts of laws rules.

LEGAL FEES AND COSTS: In the event either party elects to incur legal expenses to enforce or interpret any provision of this Rental Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorneys' fees, costs and necessary disbursements, in addition to any other relief to which such party shall be entitled.

ENTIRE AGREEMENT: This Rental Agreement, supersedes all previous understandings between the parties and constitutes the entire agreement of every kind or nature existing between or among the parties in respect of the within subject matter and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Rental Agreement and or any agreements incorporated by reference herein, the parties rely solely upon the representations and agreements contained herein and no others. All prior representations or agreements, whether written or oral, not expressly incorporated herein are superseded unless and until made in writing and signed by all parties hereto. No terms, conditions, warranties, or representations, other than those contained herein and no amendments or modifications hereto, shall be binding unless made in writing and signed by both parties.

ACKNOWLEDGEMENT: Customer acknowledges having read and understood the entire Rental Agreement and agrees to be bound by all conditions stated in this Rental Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Rental Agreement has been executed as of this ____ day of _____,
20____ by and between OSM and the Customer.

(1)Primary Operator's Signature: _____

Print Name: _____

Driver's License/PWC Operators Permit: _____ Issuing State: _____

Guardian's Permission for Underage Minor to Sign: _____

(2) Additional Operator's Signature: _____

Print Name: _____

Driver's License/PWC Operators Permit: _____ Issuing State: _____

Guardian's Permission for Underage Minor to Sign: _____

(3) Additional Operator's Signature: _____

Print Name: _____

Driver's License/PWC Operators Permit: _____ Issuing State: _____

Guardian's Permission for Underage Minor to Sign: _____

(4) Additional Operator's Signature: _____

Print Name: _____

Driver's License/PWC Operators Permit: _____ Issuing State: _____

Guardian's Permission for Underage Minor to Sign: _____

If there will be more than 4 operators, please complete an additional signature page and attached it to this Rental Agreement.

EXHIBIT A
RENTAL EQUIPMENT

BOATS & PWCs

Boat Make/Model/Year: _____
Length: _____ OSM #: _____ HP: _____ Cost\$/Day: _____
Rental Pick Up Date & Time: _____
Rental Drop Off Date & Time: _____
Maximum Number of Passengers Allowed Pursuant to Passenger Vessel Safety Act of 1933: 8
(1)PWC Make/Model/Year: _____
OSM #: _____ HP: _____ Cost\$/Day: _____
Rental Pick Up Date & Time: _____
Rental Drop Off Date & Time: _____
Maximum Number of Passengers Allowed Pursuant to Passenger Vessel Safety Act of 1933: 3
(2)PWC Make/Model/Year: _____
OSM #: _____ HP: _____ Cost\$/Day: _____
Rental Pick Up Date & Time: _____
Rental Drop Off Date & Time: _____
Maximum Number of Passengers Allowed Pursuant to Passenger Vessel Safety Act of 1933: 3
(3)PWC Make/Model/Year: _____
OSM #: _____ HP: _____ Cost\$/Day: _____
Rental Pick Up Date & Time: _____
Rental Drop Off Date & Time: _____
Maximum Number of Passengers Allowed Pursuant to Passenger Vessel Safety Act of 1933: 3
(4)PWC Make/Model/Year: _____
OSM #: _____ HP: _____ Cost\$/Day: _____
Rental Pick Up Date & Time: _____
Rental Drop Off Date & Time: _____
Maximum Number of Passengers Allowed Pursuant to Passenger Vessel Safety Act of 1933: 3

OTHER RENTAL ITEMS

Inner Tubes: # _____ Size: _____	Cost\$/Day: _____
Water Skis: (# of pairs) _____ Size: _____	Cost\$/Day: _____
Wake Boards: # _____	Cost\$/Day: _____
Knee Boards: # _____	Cost\$/Day: _____
Marine Radio: # _____	Cost\$/Day: _____
Hitch Receiver: # _____	Cost\$/Day: _____
Ball Hitch: # _____	Cost\$/Day: _____
Other Items:	
1. _____	Cost\$/Day: _____
2. _____	Cost\$/Day: _____
3. _____	Cost\$/Day: _____
4. _____	Cost\$/Day: _____

Total Daily Rental Fee for the above Rental Equipment: \$ _____ for _____ days.
Total Rental Fee: \$ _____ Plus Sales Tax: _____ Total Rental Due \$ _____
Security Deposit Due: \$ _____ TOTAL AMOUNT DUE \$ _____

EXHIBIT B

OSM SAFETY RULES

OSM requires all operators and users of Rental Equipment:

1. Comply with all Federal and State Regulations for the use and operation of Rental Equipment.
2. Comply with all National Park Service regulations for the use and operation of Rental Equipment on Lake Powell and in the Glen Canyon Recreational Area.
3. All persons under 15 years of age must wear approved life jackets at all time when in Rental Boat. OSM encourages all persons to wear approved life jackets at all times when in Rental Boat.
4. All persons must wear an approved life jacket when operating or riding on Rental PWC.
5. When using rental equipment operators and users must be on constant look out for other vessels, swimmers, divers in the area and operate / use Rental Equipment in a safe manner so as not to endanger or harm self, others or equipment.