



Rental Agreement

Return Fax: 435-788-2303 Phone: 435-788-2142

Email: Service@Offshoremarina.com

THIS DOCUMENT LIMITS YOUR LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT. BY INITIALING EACH PARAGRAPH YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE PARAGRAPH AND ITS CONTENTS. YOU MUST INITIAL EACH PARAGRAPH AND SIGN THE AGREEMENT IN ORDER TO RENT ANY EQUIPMENT FROM OFFSHORE MARINA, INC.

PARTIES: This Rental Agreement is between Offshore Marina, Inc. hereinafter referred to as "OSM", located near Mile Marker 30, State Highway 276, Lake Powell, UT 84533 and the following individual hereinafter referred to as "Customer":

Printed Name: _____

Address: _____

City, State, Zip Code: _____

Home Telephone #: () _____ Cell #: () _____

Driver's License #: _____ Issuing State: _____

Social Security #: _____

The Customer agrees and understands that the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules are incorporated into and are part of this Rental Agreement. The Customer acknowledges and agrees that he/she will be bound by all provisions within the Rental Agreement, and the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules.

RENTAL ITEMS AND FEES: OSM rents to the Customer and the Customer rents from OSM the following boats, vessels, and other equipment (Rental Equipment), and is bound by the terms of this Rental Agreement:

BOAT AND PERSONAL WATERCRAFT:

Boat - Make:	Length:	OSM #:	HP:
1- PWC Make & OSM #:		3- PWC Make & OSM #:	
2- PWC Make & OSM #:		4- PWC Make & OSM #:	
Arriving - Month:	Day:	Year:	Pick-up Time:
Returning - Month:	Day:	Year:	Return Time:
Cost per Day - Boat:	PWC (each):		

OTHER RENTAL ITEMS:

Inner Tubes: _____ (#), Rate per day: _____, Size: _____	Water Skis: _____ (pairs rented), Rate per day: _____, Size: _____
Wake Boards: _____ (#), Rate per day: _____	Knee Boards: _____ (#), Rate per day: _____
Marine Radio: _____ (#), Rate per day: _____	Other Items: _____ (#), Rate per day: _____
Receiver: _____ (#), Rate per day: _____	Ball Hitch: _____ (#), Rate per day: _____
Life Jackets: _____ (#), Size(s) _____	

The total daily rental fee for the above Rental Equipment is \$ _____ per day for _____ total days.

Sales tax \$ _____. **TOTAL RENTAL FEE \$ _____.**



RENTAL FEE AND SECURITY DEPOSIT MUST BE PAID IN FULL IN ADVANCE.

SECURITY DEPOSIT: A security deposit of \$ is required for the above listed Rental Equipment. Upon return of said Rental Equipment rented by Customer, OSM shall return Customer's security deposit, less any amount due OSM for the cost of repairs to, the cleaning of, or the replacement of, said Rental Equipment (except in the case of normal wear and tear), and less any other amounts owed by Customer to OSM.

TIME AND PLACE OF RETURN: The Customer will return the Rental Equipment to OSM's Rental Facility, located near mile marker 30, state highway 276, Lake Powell, UT, at the time and on the date specified above under Rental Items and Fees. If the Customer fails to return said Rental Equipment to OSM at the time and on the date specified above, the Customer agrees to pay OSM an additional fee of OSM's then standard daily rate for each day or any part thereof that the return is late.

The Customer agrees to pay OSM for any losses or costs incurred by OSM as a result of the Customer's failure to return said Rental Equipment as specified above.

No refunds will be made to the Customer for an early return of said Rental Equipment.

If the Customer is late or fails to return said Rental Equipment, OSM may retain the security deposit.

RESPONSIBILITY FOR DAMAGE: The Customer acknowledges and agrees that he/she is responsible for any damage to, or loss of, OSM's Rental Equipment. OSM does not provide insurance coverage of any type for the Customer. The Customer understands and accepts that no medical or any other type of insurance policies or benefits are being provided to the Customer by OSM. The Customer acknowledges and assumes all risks related to all activities associated with the use of OSM's Rental Equipment. The Customer accepts full financial responsibility for all damage up to the replacement value of the Rental Equipment rented under this Agreement. The Customer accepts full and complete responsibility for any and all accidents and injury to any person, including death. The Customer accepts full and complete responsibility for damage to any property associated with the use of OSM's Rental Equipment.

In addition to agreeing to OSM retaining the Security Deposit to cover the costs of damage to OSM's Rental Equipment, the Customer agrees to be responsible for the costs over and above the amount of the Security Deposit to repair damage to OSM's Rental Equipment or to replace OSM's Rental Equipment.

The Customer is advised and acknowledges that engine damage to jet boats, such as sucking sand or debris into intakes can cause serious damage to the engine and/or jet drive. In the event the Rental Equipment is returned with apparent damage to the engine, engine controls or drive unit, Customer agrees to pay a \$150.00 diagnostic fee to determine the nature and extent of the damage. In the event OSM determines Customer has caused damage to the engine, engine controls or drive unit, Customer agrees to pay OSM's standard labor rates plus cost of parts for repair. Customer further agrees to pay the daily rental rate for each day the Rental Equipment is out of commission for repair.

Customer agrees to pay \$150.00 for "chip damage" to the propeller and \$300.00 in the event the propeller must be replaced.

Customer agrees to pay for all damage to the interior of the Rental Equipment, including damage to the stereo, radio, seat cushions, upholstery (including cigarette burns), glass, carpet, bimini top and all attachments and all other damage not the result of normal wear and tear.

CARE AND USE OF RENTAL EQUIPMENT: The Customer will return the Rental Equipment to OSM broom clean and without trash and otherwise in the condition it was when it was received by the Customer, reasonable wear and tear excepted. The Customer is responsible for all loss and/or damage to the Rental Equipment while being rented to the Customer. The Customer will pay on demand the full cost of repair or replacement of any lost or damaged Rental Equipment regardless of the reason or cause of damage or loss. Customer agrees and authorizes their credit or debit card used to pay for rental may be charged to cover the costs of repair or replacement. Customer will not use the Rental Equipment or permit others to use the Rental Equipment in any manner that is unsafe, a violation of law or for an unlawful purpose.

Operation of the Rental Equipment at night is prohibited except in cases of emergency.

_____**ACCEPTANCE OF RENTAL EQUIPMENT:** By accepting the Rental Equipment, Customer acknowledges that the Rental Equipment is seaworthy and in good operating condition. Customer waives any claim against OSM due to defective or faulty Rental Equipment.

_____**FUEL:** All fuel tanks will be full when Rental Equipment is delivered to Customer and Customer will return the Rental Equipment with all fuel tanks full. If the Rental Equipment is returned with the fuel tanks empty or less than full, Customer will pay OSM at OSM's then prevailing fuel charge to the public for fuel used but not replaced plus a \$15.00 service charge. Customer acknowledges and agrees that OSM will retain from the Security Deposit or will charge Customer's credit or debit card the cost of replacement fuel plus the service charge.

_____**RULES AND REGULATIONS:** Customer acknowledges and understands that the OSM Safety Rules are incorporated into and are a part of this Rental Agreement and that Customer has been explained the Safety Rules. Customer acknowledges that he/she understands each of the OSM Safety Rules and agrees to follow and be bound by each OSM Safety Rule. Customer also agrees to comply with all rules and regulations of the National Park Service for operation of motorized vessels on Lake Powell.

_____**DISCLAIMER:** Customer acknowledges and agrees that OSM is not responsible for the loss or damage to any personal property of Customer, including any property left on or in Rental Equipment by Customer. OSM is not responsible for the loss of any time of the use of Rental Equipment due to the Rental Equipment's failure, poor weather conditions, illness of Customer, accidents or for any other reason.

_____**ACCIDENTS:** Customer will notify OSM immediately 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.

_____**INDEMNIFICATION:** Customer agrees to indemnify and hold OSM harmless from and against any claims, suits, penalties, obligations, costs and expenses (including reasonable attorney's fees) and including any claims by the Customers or any third parties (which may include members of Customer's party), incurred or suffered by such indemnified parties with respect to injury to person (including death) or damage to property resulting from or arising out of the Customer's use of the Rental Equipment or the Customer's failure to comply with its obligations as set forth in this Rental Agreement, the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules.

_____**PASSENGER VESSEL SAFETY ACT ADVISORY:** The Passenger Vessel Safety Act of 1933 prohibits the carrying of a certain number of persons on each type of vessel. In the case of the Rental Equipment, the maximum number of passengers for boat model is , for boat model is , for boat model is , for PWC model is , for PWC model is . If more than this number of passengers is aboard the Rental Equipment at any time, Customer is in violation of the statute and is subject to fines imposed by the U.S.Coast Guard.

_____**SEVERABILITY CLAUSE:** Customer agrees and understands that if any part or provision of this Rental Agreement, the Agreement for Release, Discharge and Assumption or Risks and the OSM Safety Rules is deemed invalid or unenforceable, the remainder of the Agreements and Safety Rules shall remain in full force and effect and that Customer is bound by any provision or condition not determined to be void or unenforceable.

_____**ACKNOWLEDGEMENT:** I, the Customer, acknowledge that I have read and understand this entire Rental Agreement and I agree to be bound by the Rental Agreement, the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules.

SIGNATURE PAGE FOLLOWS.



SIGNATURE OF CUSTOMER:

_____ DATE: _____

PRINTED NAME: _____

WITNESS: _____

If the Customer or Participant who will be operating any OSM Rental Equipment is under the age of 18, I declare that I am the parent or legal guardian of the minor Customer or Participant and I agree that the Rental Agreement, the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules will bind the minor Customer or Participant's rights.

SIGNATURE OF PARENT OR LEGAL GUARDIAN:

_____ DATE: _____

PRINTED NAME: _____

WITNESS: _____



AGREEMENT FOR RELEASE, DISCHARGE AND ASSUMPTION OF RISKS

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CUSTOMER:

Printed Name: _____

Address: _____

City, State, Zip Code: _____

Home Telephone #: () _____ Cell #: () _____

Driver's License #: _____ Issuing State: _____

Social Security #: _____

_____ I state and affirm that I am the Customer identified above, that I am over the age of 18, or I am the Parent or Legal Guardian of _____, a minor, who is under the age of 18. I agree, on behalf of myself, the person for whom I am signing (the minor named above), and my successors, heirs, assigns, personal representatives and estate, that in consideration of the services provided by Offshore Marina, Inc., I will assume the following risks and release and discharge Offshore Marina, Inc., its officers, directors, employees, managers, agents and owners as follows:

_____ **DISCLOSURE OF RISKS:** I am aware that boating, riding a PWC (Personal Watercraft), water-skiing, wake boarding, tube riding or being a passenger in a boat or PWC or any other equipment on a lake or other body of water, and any other activity in which I am about to voluntarily engage bears unknown risks which could result in injury, death, illness, mental or physical harm to myself and others, and/or damage to my 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; BARE SPOTS; ROCKS; STUMPS; TREES; COLLISIONS WITH NATURAL OR MAN MADE OBJECTS, PERSONS OR THINGS; ROLL-OVERS; CAPSIZING; VARIATIONS IN THE TERRAIN AND SHORE LINE; FAILURE OF OTHERS TO PARTICIPATE WITHIN THEIR ABILITIES; INJURY FROM CARRYING, TOWING, LIFTING, OR DRAGGING EQUIPMENT; MY OWN PHYSICAL CONDITION; CONSUMING FOOD OR DRINK; THE BEHAVIOR OF WILD OR DOMESTICATED ANIMALS. **EXTREME CARE MUST BE TAKEN IN THE OPERATION OF AND USE OF RENTAL EQUIPMENT.**

_____ **ASSUMPTION OF RISKS:** I voluntarily assume and accept the risks of any injury or harm to my person, my children and/or any of my dependants and to my property and/or my children's property and/or my dependant's property which may result from these or any other hazards arising from any activity in which I may participate with Offshore Marina, Inc., including the rental and use of OSM's Rental Equipment. This assumption of risks includes the risk of injury or harm, which may be caused by acts or omissions or negligence by Offshore Marina, Inc., its officers, directors, employees, managers, agents, owners, and any other persons.

_____ **RELEASE AND DISCHARGE:** I voluntarily release and discharge Offshore Marina, Inc., its officers, directors, employees, managers, agents, owners, and any other persons related to Offshore Marina, Inc., from all liability, claims, demands, or causes of action which are related to, arise from, or are in any way connected with my participation in any activity associated with Offshore Marina, Inc.. This includes claims related to the hazards described above, as well as the negligent acts or omissions of Offshore Marina, Inc., or others. I agree to follow all OSM Safety Rules, including wearing a life jacket, to obey all posted signs, lake regulations and all other written or verbal instructions associated with the use of OSM's Rental Equipment. I agree to hold harmless and indemnify Offshore Marina, Inc., its officers, directors, employees, managers, agents, owners, and any other persons associated with Offshore Marina, Inc., from all costs and attorney's fees in connection with any claim or claims which may arise as a result of any activity in which I engage with Offshore Marina.



_____ **INSURANCE:** I understand and accept that no medical or other insurance or benefits are being provided to me by OSM. I have acknowledged and assume all risks related to any activity in which I or my children or dependants engage with OSM and I understand and accept that I am responsible for all damage up to the replacement value of the Rental Equipment rented through OSM and for all accidents and injury to any person or property.

_____ **PHYSICAL CONDITION:** I certify that I am in good health. There is no physical condition, disability, impairment, or injury which would make it difficult or dangerous for me to participate in any OSM activity, or which would impair my ability to knowingly and voluntarily enter into a Rental Agreement with OSM. I understand that OSM in relying on my statement of good health and condition in allowing me, my children and/or dependants to participate in any activity with OSM.

_____ **MENTAL CAPACITY:** I certify that I have not consumed any alcohol or used any drugs during the past 24 hours which would impair my ability to safely operate a boat, a PWC, or any other water toy or equipment rented through OSM. I certify that I have not engaged in any other activity which would impair my ability to knowingly and voluntarily enter into a rental agreement with OSM.

_____ **EQUIPMENT DAMAGE:** In consideration for OSM providing activity services and permitting me to use and enjoy its equipment, I agree that I am personally responsible for any damage to, or loss of OSM's property or equipment, which I cause. This includes, but is not limited to any damage to or loss of boats, PWCs, wake boards, water-skis, tubes, ropes, paddles, life jackets, radios, coolers, OSM's offices and equipment, and any other property that I damage or lose. This agreement expressly includes damage caused by any collision between any equipment I am using and any other person or thing.

_____ **EFFECT OF RELEASE AND AGREEMENT:** I understand and agree that by signing this agreement I am voluntarily assuming these risks and forever release and waive any right I, my heirs, assigns, personal representative and estate may have to recover damages, attorneys fees, costs or other amounts from OSM, its officers, directors, employees, managers, owners, agents, or any other persons related to OSM for any injury or harm to myself, my children or other dependants or others resulting from the risks and hazards described above or any activity in which I may engage with OSM. I understand that this Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules are incorporated and made a part of the OSM Rental Agreement. The Rental Agreement; Agreement for Release, Discharge and Assumption of Risks; OSM Safety Rules are the entire agreement between myself and OSM.

_____ **SEVERABILITY CLAUSE:** I understand and agree that if any part or provision of this agreement is deemed invalid or unenforceable, the remainder of this agreement shall remain in full force and effect and that I am bound by any provision or condition not determined to be void or unenforceable.

_____ **ACKNOWLEDGEMENT:** I acknowledge that I have read and understand this entire agreement and I agree to be bound by the Rental Agreement, the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules.

SIGNATURE OF CUSTOMER:

_____ DATE: _____

PRINTED NAME: _____

WITNESS: _____

If the Customer or Participant who will be operating any OSM Rental Equipment is under the age of 18, I declare that I am the parent or legal guardian of the minor Customer or Participant and I agree that the Rental Agreement, the Agreement for Release, Discharge and Assumption of Risks and the OSM Safety Rules will bind the minor Customer or Participant's rights.

SIGNATURE OF PARENT OR LEGAL GUARDIAN:

_____ DATE: _____

PRINTED NAME: _____

WITNESS: _____