

Surf And Sky Beach Supply Rental Agreement

For the purpose of this Rental Agreement, The “Lessor”, Surf and Sky Beach Supply, shall mean its owners, shareholders and employees, and “Lessee” shall mean customer or anyone else using equipment during the term of this agreement. In consideration of renting the equipment described within this Agreement it is agreed as follows:

INDEMNITY / HOLD HARMLESS. Lessee will take all necessary precautions regarding the equipment rented, and protect all persons and property from injury or damage. Lessee agrees to hold harmless Lessor from and against any and all liability, claims, judgment, attorney’s fees and costs, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession of the equipment rented.

ASSUMPTION OF RISK / DISCHARGE OF LIABILITY. Lessee is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the equipment rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage arising out of the use or operation of the equipment; and Lessee further agrees to waive, release and discharge any and all claims for injury or damage against Lessor which Lessee otherwise may be entitled to assert.

ORDINARY WEAR AND TEAR. Lessee shall be responsible for all damage not caused from ordinary wear and tear. “Ordinary wear and tear” shall mean only the normal deterioration of the equipment caused by ordinary, reasonable and property use of the equipment.

LEASE TERM. This Agreement shall begin on the Effective Date and shall terminate on the End Date. At the end of the lease term, the customer shall be obligated to return the equipment to the Lessor.

LOCATION. The equipment will be delivered to the agreed upon location by Lessor by 5:00pm on the Effective Date of this agreement, and picked up by the Lessor in the exact same location no later than 10:00am on the end date of the agreement. The equipment shall not be removed from that location without the Lessor’s prior written consent.

Please leave all equipment where it was delivered, and in a similar fashion to how it was delivered.

A full refund will be issued on all cancellations received 7 days prior to the effective date of the rental agreement. A 50% refund will be issued less than 7 days prior to the effective date, but no refund will be issued on or after the effective date of this agreement.

NO REFUNDS WILL BE GIVEN DUE TO WEATHER CONDITIONS