

## **Las Vegas Sup Kayak Club Group Rental Agreement**

**In consideration of the services of Las Vegas SUP Kayak Club, it's members, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (herein collectively referred as "LVCKC")**

### **1. General**

These Terms and Conditions form a Rental Agreement (herein "Agreement"), which consists of the Rental Agreement (both front and reverse sides), the terms and Conditions stated herein, and a return document with final charges.

This Agreement is between the equipment renter as identified in this Agreement (herein "Renter") and Las Vegas SUP Kayak Club (herein "LVCKC"), and covers the rental of the equipment for the purpose of the Rental Agreement.

The word "Equipment" encompasses the following items for the purpose of this Group Rental Agreement : "Bicycle" means the two-wheeled bicycle provided by LVCKC and includes the frame, two tires, seat, lights, miscellaneous equipment, accessories (lock, toll set), and safety gear (helmet, braking system). The "SUP", Stand Up Paddle Board, means the floating board, leash rope, paddle and safety gear (life vest). The "Kayak", means the floating boat, seats, paddle, and safety gear (life vest). The "Pedal Boat", means the floating boat, the pedals, the seats, the paddle, and safety gear (life vest).

### **2. Authorized Rider/Prohibition on Passengers**

No other person may ride or otherwise operate Equipment except for Renter.

Renter is prohibited from carrying any passenger on the Equipment at any time.

Renter may not add any kind of seat or modification to allow someone to ride on the rear, and no one ride on handlebars at any time.

Renter is prohibited from pulling or towing any passenger or object with the Equipment at any time.

No one other the Renter is allowed to ride Equipment at any time.

### **3. Equipment Return**

Renter agrees to return the Equipment to LVCKC in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due time and at the location specified by LVCKC at the time of rental.

Renter agrees to return Equipment sooner if so demanded by LVCKC; Renter understands that there may be a rate or special charges if Renter returns the Equipment at a different time, date, or location than in this Agreement.

### **4. Rental Charges**

From the time identified on the front side of this Agreement until the Equipment is returned Renter agrees to pay the minute, hourly and daily rates as indicated in this Agreement.

The minimum charge is two hours.

Renter agrees to pay all charges for miscellaneous service and use, rental and excise taxes including any applicable tax-related surcharges.

Renter also agrees to pay a reasonable fee for cleaning the Equipment if the Equipment is returned with excessive stains, dirt, soilage attributed to the Renter's use.

## **5. Start of Rental**

The rental commences after the LVCKC representative has inured the Renter of the proper and safe operation of the Equipment and any additional instructions as may be requested by Renter; and Renter is aware of all dangers associated with operation of the Equipment, including the dangers of riding in traffic, on street or other locations and that natural and man made hazards may exist.

Renter agrees to assume ALL RISKS associated with operating Equipment.

## **6. Repossessing the Equipment**

LVCKC may repossess the Equipment at any time if:

The Equipment is used in violation of law,

It appears the Equipment is abandoned,

The Equipment is used in violation of any term or condition in this Agreement,

Renter made a misrepresentation LVCKC or

Renter fails to return the Equipment when due. LVCKC is not required to notify Renter in advance of repossession.

## **7. Prohibited Use of Equipment**

Renter will not use or permit the Equipment to be used for hire, to be operated in a test, race or contest, or on a designated bicycle trail if specifically prohibited, or in any location that would be illegal or a nuisance to others. Renter will not use or permit the Equipment to be used for an illegal purpose, including the transportation of a controlled substance or contraband.

A violation of this paragraph automatically terminates the rental and makes the Renter liable to LVCKC for any penalties, fines, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

## **8. Damage to Equipment**

Renter shall pay LVCKC for all losses and/or damage to the Equipment, regardless of fault (e.g. Renter agrees to pay for the loss even though someone else caused the damage or at fault).

Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible.

If the Equipment is damaged, Renter agrees to pay the reasonable cost of repair and diminution in value (if any).

If the Equipment is damaged beyond reasonable repair (as determined by LVCKC) Renter shall be responsible for the retail fair market value less any salvage value if applicable.

In addition to the above, Renter shall also be responsible for the reasonable down time ("loss of use"), reasonable administrative fee as determined by LVCKC or specified by law, plus any towing, pick up and/or storage charges. In the event of theft, Renter shall be responsible for paying Loss of Use at the daily rate for each 24 hours renter delays in paying the total loss.

Renter: (1) abuses the Equipment or violates any prohibited use or operation as specified in this Agreement; (2) rides recklessly; (3) rides while under influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and LVCKC; (5) fails to complete an accident report; (6) obtains the Equipment through fraud or misrepresentation; or (7) uses the Equipment for illegal purpose.

Renter authorizes LVCKC to collect from a responsible third party any applicable loss and/or damage. In the event LVCKC obtains a recovery from a third party after Renter has paid LVCKC for all or part of any loss, LVCKC will refund any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorney's fees.

## **9. Accidents**

Third Party Claims-LVCKC is not responsible if Renter causes injury to Renter or to another person or if Renter damages another Equipment, vehicle or personal property of another. Renter agrees to indemnify and defend LVCKC and pay any claim brought by a third party arising out of Renter's use of the Equipment and for any liability associated with any personal accident/injury as a result of Renter's use of the Equipment.

Renter Assumes Risk of Injury. Renter fully assumes all risks, including but limited to death or serious bodily injury, which may result from the operation of the Equipment. Renter acknowledges all the risk of operating Equipment on streets, roads, bike paths, bike lanes, water, shoreline and in traffic, including, but not limited to the risks of serious bodily injury or death from falling off the Equipment, colliding with other Bicycle, motorcycles,

motor vehicles, water crafts or other objects, hitting potholes, or suffer sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, and hazard relating to weather conditions. Despite knowing all associated risks, Renter freely assumes all risks of personal injury and/or damage in the operation of this Bicycle and Renter agrees to hold LVCKC, harmless from all claims of injury or damage.

**10. Payment**

Renter agrees to pay upon demand:

All rates, charges, (including those applicable to miscellaneous service and equipment), fees, and surcharges (if applicable), which may apply to the Equipment rental.

Charges for loss and/or damage to the Equipment in accordance with paragraph 8.

Renter understands that all charges are not final and are subject to audit. Renter specifically agrees and authorizes LVCKC to make any changes by the method of payment used by renter at time of reservation and/or rental, including credit card if that form of payment is utilized.

**11. Credit Reserve and Payment**

Renter understands that Renter must deposit an amount (To be used against final bill) equal to the estimated total charges for the bicycle rental at the rates indicated in this Agreement.

Renter authorizes LVCKC to charge any amount(s) due from Renter as a result of the Equipment rental on to Renter's credit card, if that form of payment is utilized.

**12. Property Loss**

LVCKC is not responsible for any personal property left on the Equipment, and Renter assumes all risk of loss if Renter leaves any such personal item(s).

Renter agrees to indemnify LVCKC in the event some third person leaves any personal items on the Equipment.

**13. Collection**

All charges, fees and expenses, including payment for loss or damage to the Equipment, are due upon LVCKC demand. If Renter does not pay all charges when due, Renter agrees to pay a late charge of 1.5% per month on the past due balance. If collection or legal action is necessary, Renter agrees to pay all LVCKC collection costs and reasonable attorneys' fees. If any check is not honored by a financial institution, Renter will be assessed a service charge of \$35.00.

**14. Fines and Expense**

Renter is responsible for paying all fines, tickets, fees, assessments, court costs and recovery expenses for any parking, traffic or other violations, including storage liens and charges incurred or imposed during rental of the Equipment.

**15. General Provision**

Renter represents that the information contained in this Rental Agreement is true, accurate, and complete. In the event that any information is not true, accurate or complete in any respect, Renter agrees that LVCKC have the right to terminate this Agreement with or without notice. Renter agrees that Renter will be responsible for any unauthorized repairs or modification to the Equipment. Renter understands that LVCKC will not reimburse Renter for any authorized repairs without receipt(s). Renter understands that in no event shall Renter be deemed and agent, servant or employee of LVCKC in any manner for any purpose whatsoever. Renter agrees that LVCKC do not waive any rights under this Agreement except in writing signed by LVCKC officer.

**All information in this Rental Agreement is correct and I agree to all term and conditions set forth in this Agreement.**

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_