

**TERMS AND CONDITIONS** of this Rental Agreement between “LESSEE” (those who have provided financial responsibility by signing the Rental Agreement *and* those participants who have signed the Waiver and Release of Liability) and “LESSOR” (Happy Ours Inc. Kayak and Bike Outpost, and its officers and employees) are stated as follows:

1. All passengers must first sign a Waiver and Release of Liability for themselves and their minor children under the age of 18 before participating in these activities. By signing, participants agree to abide by all terms and conditions stated therein. These documents combined with all other signs and notices posted in the office, on the rental equipment, and around the grounds are for the safety and welfare of all who use these facilities.
  2. LESSEE will abide by all rules and regulations imposed by the Florida Marine Patrol, Highway Patrol, or other authorities who hold jurisdiction over the activity, and is solely responsible for all fines and/or incarceration incurred for any infraction.
  3. The LESSEE acknowledges that he/she will maintain all rental equipment in a safe, dependable condition while in his/her custody. If loss or damage does occur to rental equipment in their care, the LESSEE agrees to pay for its replacement cost when the incident occurs. A valid credit card is needed as security on all rental equipment, but does not limit the LESSEE's financial responsibility if damages exceed the credit limits of that card. Prior damage should be noted in writing (below) at time of rental.
  4. In the event of accident or malfunction, or if any defect is discovered after acceptance of the rental equipment, the LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may be become involved by its continued use.
  5. LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental equipment. LESSEE further agrees to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE's personal property while carried in, or on, the rental equipment, including loss or damage caused by fire, water, theft, or any other cause whatsoever.
  6. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this Rental Agreement by LESSOR, including expenses incurred in collection or attempting to collect late fees, retrieval fees, and/or damages and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of LESSOR.
  7. Advance reservations of rental equipment may be guaranteed by a valid credit card. Guaranteed reservations may be cancelled within 3 days of LESSEE's scheduled rental period without penalty; otherwise LESSEE is responsible for the full rental amount. However, if unsafe weather conditions exist at inception of rental, LESSOR may cancel the reservation without penalty to either party, in which case LESSEE agrees to reschedule, if possible.
  8. LESSOR's ability to provide rental equipment, if reserved, is contingent upon and subject to the return of the equipment by the previous lessee, or contingent upon any other cause beyond LESSOR's control.
  9. Once the rental equipment is dispatched, there will be no refunds for early return.
  10. A “half day” rental is defined as up to four (4) hours. A “full day” rental is defined by the current hours of operation. All rental equipment must be returned before the posted closing time unless otherwise stated on the Rental Agreement. On a multi-day rental, use of rental equipment at night is prohibited. “Night” is defined as one hour before sunset until one hour after sunrise.
  11. “Late Fees” will be charged at the rate of \$10.00 per hour, or every increment thereof, for each rental unit exceeding the agreed upon return time and place.
  12. “Retrieval Fees” will be incurred if LESSEE does not return rental equipment to the original debarkation point. The minimum retrieval fee will be \$25.00 per rental unit if retrieved from the St. Joseph Bay area.
  13. Prior rental equipment damage noted:
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