

TERMS AND CONDITIONS

of this rental agreement between LESSEE (including those in his/her party) and Happy Ours Kayak and Canoe Outpost, a division of Fine Lines Plus, Inc. (LESSOR), are stated as follows:

1. Each kayak or canoe rental includes paddle, life-vest, whistle, and seat.
2. A "half day" rental is defined as four (4) hours, a "full day" rental is defined as eight (8) hours, in duration from time of Check Out until time of Check In. On a multi-day rental, a "full day" may be 24 hours, however, if rental craft is not equipped with required navigational lights, use of rental craft at night is prohibited. "Night" is defined as one hour before sunset until one hour after sunrise. Once the rental equipment is dispatched, there will be no refunds for early return.
3. Advance reservations of rental equipment may be guaranteed by a VISA or MasterCard. 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 weather conditions prohibit safe paddling at time of rental, LESSOR may cancel the reservation without penalty to either party, in which case LESSEE agrees to reschedule, if possible.
4. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR's control.
5. Early returns of rental craft by LESSEE will not result in a refund.
6. "Late Fees" will be charged at the rate of \$10.00 per hour or every increment thereof for each rental craft exceeding the agreed upon return time.
7. "Retrieval Fees" will be incurred if LESSEE does not return rental equipment to the original debarkation point. The minimum fee will be \$25.00 per rental craft if retrieved from the St. Joseph Bay area.
8. A valid credit card (VISA or MasterCard) is needed as security against loss or damage on all rental equipment. Prior damage to any kayak should be noted in writing (below) at time of rental.
Prior damage noted: _____

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9. The LESSEE acknowledges that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.
 10. In the event of accident or malfunction, or if any defect is discovered after acceptance of the rental craft and equipment, that 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 become involved by its continued use.
 11. LESSEE agrees not to use, nor permit the use:
 - a. Of the rental craft for any unlawful purpose;
 - b. Of the rental craft in a careless or negligent manner.
 - c. Of the rental craft while under the influence of alcoholic beverages and/or controlled substances.
 12. LESSEE is of legal age (18 or older) and his/her signature represents compliance of all persons included in the rental party under this agreement. All minor children under the age of 18 must be accompanied by an adult.
 13. All passengers agree to wear life vests provided with the rental craft, and the number of passengers per craft will not exceed the seating limit. *Children under 13 are required by law to wear a PFD while aboard.*
 14. It is agreed and understood by LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. 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 craft, including loss or damage caused by fire, water, theft, or any other cause whatsoever.
 15. 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. **All participants must sign a Waiver and Release of Liability; all minors under the age of 18 must have a parent or legal guardian sign on their behalf.**
 16. LESSEE will abide by all rules and regulations imposed by the Florida Marine Patrol and other authorities and is solely responsible for all fines and/or incarceration incurred for any infraction.

The rules and regulations contained herein and as posted in the office, on the craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her party will obey the rules.