



2021 Water Craft Rental Agreement

NOTE: Complete this agreement and send it to bookings@sundaze.fun to reserve your rental today.

Name: _____ Date: _____

Address:

Street: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Driver's License #: _____ Issue State: _____

Date Requested: _____ Pick Up Time: _____ Return Time: _____

Equipment Requested

Jet Ski/Wave Runner ___ Canoe ___ Single Kayak ___ Double Kayak ___ Peddle Boat ___ Paddle Board ___
Tandem Bike ___ Floating Mat ___ Beach Umbrella ___ Beach Chair ___

Deposit: Reservations require a Reservation Deposit of \$100.00 per day per equipment.

Deposit Collected: \$ _____

Rental Period: All equipment can be rented for two hours. Equipment not returned by the return time listed above will be charged an additional 2 hour period rental rate for each hour late.

Damage/Loss Deposit: Upon arrival, a security deposit will be required. Wave Runner/Jet Ski security deposit is \$100 while all other equipment is \$50. The deposit can be put on a credit card or be held in cash. The security deposit will be returned after the rental equipment is checked back in at the end of the rental period for damage and the rental bill has been paid.

Cancellation Policy: Reservations cancelled inside of 10 days will forfeit the Reservation Deposit.

Rental Rates

- 1) Rental rates are seasonal and subject to change. Check website for current rates.
- 2) Rental rates do include NYS Sales Tax

Pre Rental Data and Fees:

Date Rented: ___/___/___ Time Scheduled: _____ Duration Scheduled: _____ Departure Time: _____

Jet Ski/Wave Runner ___ Canoe ___ Single Kayak ___ Double Kayak ___ Pedal Boat ___ Paddle Board ___
Tandem Bike ___ Water Carpet ___ Beach Umbrella ___ Beach Chair ___

Watercraft/Equipment ID #: _____ Number of passengers: ___

Personal Floatation Devices

Quantity: Adult 2XL ___ Adult XL ___ Adult L ___ Adult M ___ Adult S ___ Adult XS ___

Equipment ID #'s: _____

Quantity: Child XL ___ Child L ___ Child M ___ Child S ___

Equipment ID #'s: _____

Rental Fee: \$ _____ **Rental Rates do include NYS Sales Taxes**

Amount Due at time of Rental: \$ _____ (Rental Fee + Security Deposit)

Post Rental Data and Fees

Return Date: ___/___/___ Return Time: ___/___/___ Overtime/Late Fees: \$ _____

(Rental Fee Recap) Rental Fee: \$ _____

(_____) Damage/Loss Fees: \$ _____

SubTotal Due: \$ _____

Deposit Taken: \$ _____

Total Due ___ Refund ___ : \$ _____

No individual may operate or service a rented/provide watercraft from Lessor without fully initialing and signing this agreement.

An individual may operate a Personal Water Craft (PWC) including Wave Runners and Jet Skis without a valid New York State Boater Safety Certificate however they must obey all NYS laws.

In consideration of the agreement herein, Chadwick Bay Party Rentals, LLC. DBA Sundaze Water Sport Rentals (herein after referred to as the LESSOR) agrees to rent to the undersigned (herein after referred to as the LESSEE) the watercraft and/or equipment described herein. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for overtime at rate of \$75.00 per half hour or the full day rate (based on 6 times the 2 hour rental rate) whichever is less.

The LESSEE certifies that he/she has examined the watercraft/equipment and finds it acceptable and suitable for the purpose for which it is rented. That he/she will operate the watercraft/equipment in accordance with all safety rules and regulations as posted in the office on our www.sundaze.fun website or on the watercraft/equipment, and further certifies that he/she has read and understands said rules and regulations.

LESSEE agree to report any accident, malfunction or breakdown of rented watercraft/equipment to LESSOR immediately in accordance with the malfunction /breakdown clause which follows.

This certifies that I, the LESSEE am experienced and capable in all aspects of the handling and operation of the watercraft/equipment such as the watercraft/equipment rented above. LESSEE agrees said watercraft/equipment will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE am aware of the NO WAKE areas and am responsible for any damage caused by my wake. I, the LESSEE will not remove any equipment from Point Gratiot Beach area in Dunkirk, NY as mapped and attached ("The Navigable Area") and will operate that said watercraft/equipment within the limits of Point Gratiot Beach in Dunkirk, NY as mapped and attached and I have familiarized myself with a map of the area.

I authorize Sundaze to charge my credit card for any damages or loss of equipment

The LESSEE acknowledges he/she has carefully examined the craft/equipment and finds it suitable for the purpose for which it is rented and that equipment or accessory equipment is in suitable and acceptable condition: that he/she will maintain both watercraft and equipment in a safe, dependable condition while he/she has custody.

A payment of cashmajor credit card authorization (Visa, MasterCard, Discover, American Express or Debit) in the amount of the rental and security hundred dollars (\$300.00) shall be retained by the Lessor as partial compensation for failing to return said rental watercraft/equipment in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to applied to the rental charges upon return of craft/equipment to Lessee.

LESSEE agrees not to use, nor permit the use:

- a) Of the rental watercraft/equipment for any unlawful purpose;
- b) Of the rental watercraft/equipment in a careless or negligent manner;
- c) Of the rental watercraft/equipment while under the influence of alcohol or narcotics; or any drugs;
- d) By any other person not the signatory of the agreement, and or not equally qualified.

LESSOR'S ability to provide a rental craft/equipment 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.

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.

COVENANT OF GOOD FAITH: LESSEE recognizes that LESSOR, the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities, unlawful conduct or other problems; and/or refuse or terminate the participation of any person LESSOR judges to be incapable of meeting the rigors or requirements of participation in the activity. LESSEE accepts LESSOR'S right to take such actions for the safety of LESSEE and/or other participants.

AUTHORIZAION: LESSEE hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. LESSEE either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on LESSEE'S behalf.

TERMS: In consideration of the covenant provided, LESSOR agrees to rent to LESSEE the described watercraft/equipment for the period herein indicated. Rates do include tax. LESSEE accepts full and complete delivery of the watercraft/equipment and shall be responsible for the operation and charges incidental to the use of the

watercraft/equipment during the rental period including all items and equipment. You must agree to pay for the period herein indicated of the agreed upon rental term if the watercraft/equipment is out of service due to damage caused by LESSEE during your rental agreement. LESSEE agrees to pay for any and all damage caused by LESSEE at LESSOR service rate per hour, plus parts, should the water craft/equipment incur damage by LESSEE.

SECURITY DEPOSITS: LESSEE will deposit with LESSOR a security deposit in the amount of \$100 per Wave Runner/Jet Skis and \$50 each for all other equipment. In case of damage where the cost of which is not immediately ascertainable, the security deposit shall be retained and any portion of the deposit that has not been applied by LESSOR shall be returned to the LESSEE WITHIN 30 DAYS of the termination of this agreement. LESSEE will be responsible in excess of the security deposit for damages or loss. Clean up fees up to \$75.00 can be enforced and taken out of the security deposit if the watercraft/equipment is not returned in the same clean condition. You will be charged \$100 for replacement of any missing PFD. These charges are listed as examples. Additional charges may be applied dependent upon redelivery condition.

RENTAL DEPOSITS: 100% of the rental rate fee is due at the time of booking/reserving. If LESSEE does not show up for the watercraft/equipment rental, or gives less than 10 days' notice of cancelation, the entire deposit will be forfeited. Rental is for the specified date and hours on the contract and will not be prorated for late shows or early returns. LESSOR reserves the right to release the watercraft/equipment for rental one hour after the pick up time if LESSEE does not show, unless full payment and security deposit for rental has been received.

CONDITION OF WATER CRAFT/EQUIPMENT UPON DELIVERY: LESSOR hereby delivers this watercraft/equipment in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the LESSEE. LESSEE will examine the watercraft/equipment condition before departure and agrees to its condition and that the watercraft/equipment is safe, operable, and properly outfitted. LESSEE shall be responsible for payment of damaged or missing items. The LESSEE hereby agrees to pay all charges incidental to the use of the watercraft/equipment during the use period. The LESSEE shall keep the watercraft/equipment in good running condition and in the same condition as when received. Should the LESSEE not be present or not ready to accept delivery of the water craft/equipment, for whatever reason, at the specified time, LESSOR reserves the right to rent the watercraft/equipment to someone else, and the security deposit of the non-present LESSEE will be forfeited. Upon delivery of the watercraft/equipment to the LESSEE, and during the entire rental period, LESSEE shall be responsible for the operation, control and possession of the watercraft/equipment, as well as all expenses therein, except as may be noted otherwise in these agreements.

ASSIGNMENT: LESSEE shall not assign or sublet the water craft/equipment with prior written consent of LESSOR.

OPERATION: LESSEE certifies that LESSEE and all authorized operator are at least 18 years of age and that LESSEE fully understands and is experienced in the navigation of the watercraft/equipment rented or provided and is experienced in the use of all equipment provided. LESSEE further certifies, represents and warrants that LESSEE will at all times operate the watercraft/equipment in a reasonable and prudent manner, having due regard for other watercraft/equipment, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. LESSEE further warrants that at all times while operating the watercraft/equipment, LESSEE will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations. LESSEE agrees not to carry more than the maximum number of passengers allowed for the watercraft/equipment. LESSEE acknowledges that the operator of the watercraft/equipment is responsible for the safety and welfare of all passengers on the watercraft/equipment.

RUNNING EXPENSES: LESSEE agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the watercraft/equipment during the rental period, including but not limited to any and all damages. Under no circumstances shall LESSEE contract for or agree to the payment of such fees, charges or expenses in the name of LESSOR.

ACCIDENT, BREAKDOWNS, UPSET AND INDEMNITY: In the case of an accident, the LESSEE shall notify LESSOR immediately. LESSEE understands and agrees that in the event of a collision, accident or other casualty the LESSEE shall, so far as LESSEE can, without serious danger to the watercraft/equipment and its passengers, render to other persons affected by collision, accident or other casualty as may be practicable and be necessary in order to save them or minimize any danger or injury. LESSEE further agrees to cooperate fully, as may be necessary or required with all investigations conducted by LESSOR or any governmental agency or department. No repairs may be performed to the watercraft/equipment without permission from LESSOR. LESSOR agrees that should the watercraft/equipment after delivery, sustain mechanical failure during normal operation breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the watercraft/equipment by the LESSEE for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of LESSEE, LESSOR shall make a pro-rata return of rental fees to LESSEE. LESSEE indemnifies and holds LESSOR harmless from any loss, damages, expense or claim, including any attorney fees and costs arising out of LESSEE'S acts or omission to act.

SERVICE and DAMAGE FEE POLICY: Should the LESSEE damage to watercraft/equipment or lose equipment, the fees are as follows; Charges include labor of \$115.00 per hour plus cost of materials.

- 1) Running aground fee MINIMUM \$150. This damages the bottom of the jet ski and also most likely pre-maturely wears on the impeller & jet pump seals. Immediate damage may not be noticed by the use.
- 2) Damage to Impellar, Wear Ring, or Debris sucked into water intake — up to \$500 — occurs from operating outside of designated riding area and getting too shallow & sucking sand/debris though jet pump.
- 3) Water intrusion into the engine or sunken watercraft — up to \$3,000 — occurs from flipping the jet ski over and not following provided instruction on correcting.
- 4) Fiberglass chips, scratches, or cracks in paint — \$100 per inch — occurs from negligent operation, ie. running into things or other watercraft. Minimum \$250 charge for fiberglass damage.
- 5) Broken hatches, bumpers, seats, handles, throttles, or any physical part of jet ski — \$100+ as quoted

**** These are only examples. The renter is responsible for the total cost of any damage that occurs while jet ski is being operated, including other personal property, jet skis & or boats.

The rules and regulations contained herein and as posted in the Rental Office, on the watercraft, on www.sundaze.com and/or the grounds by LESSOR are for the safety and welfare of all who use the facilities, including but not limited to grass, parking lot, beach, rental office and/or water. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Further rules and regulations:

- 1) All rentals are rain or shine with the exception of lighting strikes within close proximity.
- 2) Wave Runners/Jet Skis are limited to 500 pounds total weight with a 2 person per craft limit.
- 3) Wave Runners/Jet Skis if towing MUST have one driver, one spotter sitting facing the tube and tube rider. The tube capacity is based on 500 pounds minus the two people on the Wave Runner/Jet Ski. The tube rider(s) will not exceed the 500 pound minus the two people on the craft.

- 4) LESSEE will not consume alcohol or part take in any illegal substances while using any rented watercraft/equipment.
- 5) LESSEE will not swap riders, passengers or participants. All participants
- 6) LESSEE, while using any watercraft, will NEVER approach any swimmer or other watercraft unless an emergency scenario, including but not limited to life saving exists.
- 7) LESSEE will ALWAYS yield to LESSOR staff approaching LESSEE on a LESSOR Wave Runner/Jet Ski by coming to a complete stop to await further instructions.
- 8) LESSEE will NEVER beach any craft without supervision of Lessor staff in a designated area only.
- 9) LESSEE will be warned for breaking any rules by LESSOR staff. Failure to heed said warnings could result in termination of the remainder of the rental time period and forfeiture of any rental fees paid.

Should any term of condition of the Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

The terms and conditions on all 6 pages of this contract contains the entire understanding between LESSEE and LESSOR and no other representation or inducement, oral or written, has been made which is not included in this rental agreement.

I have read all pages of this agreement and fully understand the terms and conditions as set forth on all 6 pages; that I acknowledge receipt of a copy of this agreement.

LESSOR,

Sign: _____

Print: _____

Date: _____

LESSOR,

Sign: _____

Print: _____

Date: _____