

TAOS RAFT AND KAYAK RENTALS, LLC.
RAFT & KAYAK RENTAL CONTRACT AGREEMENT

1. The Parties. This agreement dated on the ____ day of _____, 20____ by and between Taos Raft and Kayak Rentals, LLC, with a mailing address of 248 State Hwy 150, Unit #2. El Prado, NM. 87529, and _____ with a mailing address of _____ in the city of _____, State of _____. This agreement is subject to the following terms and conditions:

2. Rental. Owner hereby agrees to rent the following raft and/or kayak/Type V Personal Flotation Devices/Helmets:

Raft/Kayak: _____ Gear _____

3. Rental Period. Owner agrees to rent the raft and/or kayak for the following period:

Start Date: _____ End Date: _____

4. Rent. The rental payment shall be due on the day of rental in the amount of _____ dollars (\$_____).

Payment shall be delivered to the Lessor by the Lessee in the following manner:

☐ - Cash ☐ - Payment App ☐ - Credit

If paid by credit, fill out authorization below.

Type of Card ☐ - AMEX ☐ - Discover ☐ - MasterCard ☐ - Visa

Cardholder Name: _____

Credit Card Number: _____ - _____ - _____ - _____

Expiration Date: _____ Security Code (3 Digits) _____

Billing Address: _____

By signing this form, you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only and does not provide authorization for any additional unrelated debits or credits to your account.

Cardholder's Signature _____

5. Security Deposit. [Check the provision that applies.] ☐ - There is no security deposit.

☐ - A security deposit of \$_____ as security for each raft and/or kayak, and gear. Owner shall retain this deposit to be used, in the event of loss of or damage to the Kayak during the term of this Agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the rental fee and any excess shall be returned to the Renter.

6. Rental Disclosure.

☐ Renter has check for any recalls. ☒ Renter has check for any safety issues

☐ Add any other issues checked here

Seller's Signature _____ Date _____ Print _____

7. RENTER'S RESPONSIBILITIES: As a renter, I acknowledge and agree to fulfill certain responsibilities during the boat rental period. I will operate the rented boat in a safe and responsible manner, complying with all applicable laws, and regulations. I will ensure that all passengers onboard are aware of and adhere to safety instructions. I will be responsible for the proper care and maintenance of the rented boat, including inspecting it for any damages or malfunctions before and during use. I will promptly report any accidents, damages, or concerns to the boat rental company. I will not exceed the maximum occupancy or allow unauthorized individuals to operate the boat. I assume full liability for any loss or damage to the rented boat caused by my negligence or failure to fulfill these responsibilities.

8. RELEASE OF LIABILITY: By signing this boat rental agreement, I acknowledge and accept the inherent risks and dangers associated with boating activities. I understand that operating a boat involves potential risks of accidents, injuries, or property damage. In consideration for being allowed to rent and use the boat, thereby release and discharge the boat rental company, its owners, employees, agents, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to my use of the rented boat. I assume full responsibility for any injuries, damages, or losses that may occur during the rental period, whether caused by my actions, the actions of other passengers, or external factors beyond the control of the boat rental company. This release of liability applies to all present and future claims, whether known or unknown, arising from my use of the rented boat.

9. Liability To Third Parties. I understand and acknowledge that while operating the rented boat, I may come into contact with or interact with third parties, including other boaters, swimmers, or individuals on shore. I agree that the boat rental company, its owners, employees, agents, and affiliates shall not be held liable for any injuries, damages, or losses suffered by third parties as a result of my use of the boat. I agree to indemnify and hold harmless the boat rental company from any claims or liabilities arising from third-party injuries, damages, or losses resulting from my actions or negligence while operating the boat.

10. Indemnity. Regardless of insurance coverage, Renter shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorney's fees that Owner suffers due to Renter's use of Kayak during the term of this Agreement, including but not limited to, damage to the Kayak. This provision survives the termination of this Agreement.

11. Owner Warranty. The Owner represents that to the best of his knowledge and belief that the raft and/or kayak is in working condition and free of any known faults or defects that would affect its safe operation under normal use.

12. Scope of Use. Renter will use the raft and/or Kayak for recreational purposes only. Renter will not sub lease the raft and/or kayak or use it as a raft/kayak for hire.

13. Maintenance. Lessee is required to keep the raft and/or kayak in good repair and free of water hazards.

14. Confidentiality. The Parties acknowledge and agree that all parties to this Agreement will keep completely confidential the terms and conditions of this Agreement, the Contract and any financial, operational or confidential information of any kind not already public.

15. Entire Agreement. The raft/kayak agreement constitutes the entire agreement between parties with respect to this rental agreement. No modifications can be made to this agreement unless in writing and signed by both parties.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

This agreement was signed on the ____ day of _____, 20____.

Lessor's Signature

Date

Lessor's Printed Name

Date