

## RENTAL AGREEMENT TERMS AND CONDITIONS

### BEACH BUM SERVICES

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\*RESERVATION CANCELLATION POLICY: We require fourteen (14) days prior to your arrival date in order to issue a full refund. No refund will be issued with less than fourteen (14) days prior notice! No exceptions!

\*HURRICANE POLICY: In the event of high tides, high winds, or serious inclement weather that may be detrimental to our equipment, Beach Bum Services reserves the right to pick up rental equipment during the rental period. Beach equipment will be returned once the beach is deemed safe for our equipment and future weather predictions are favorable.

NO REFUNDS ARE GIVEN DUE TO WEATHER CONDITIONS.

ALL EQUIPMENT IS USED AT LESSEE'S RISK. The Lessee acknowledges that Lessee has inspected the equipment and has determined that equipment is in good condition and suitable for the purpose which it has been leased. The Lessee shall only use the property in the manner for which it is designed and intended to be used. Lessee recognizes that the property is being received AS IS and WITH ALL FAULTS.

LESSOR MAKES NO REPRESENTATIONS, PROMISES, OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTY CONCERNING THE MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. LESSOR EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE.

Lessee assumes all responsibility for equipment while out of possession of Lessor and promises to return such equipment to the Lessor in as good condition as it was at the effective date of the lease, natural wear from responsible use expected. Lessee shall be liable for any loss, theft or damage of leased property. All equipment lost or damaged beyond repair will be paid by the Lessee at regular replacement price. All damaged equipment which can be repaired, will be paid by the Lessor, on return thereof and the cost for such repairs shall be paid by the Lessee. Accrued rental charges cannot be applied against the purchase price or cost of repairs of such damaged or lost equipment. Scheduled rental rates begin when the equipment IS delivered and continues until picked up by us or reservation is scheduled to end. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, or proceedings (including all costs, expenses and attorney fees) related to or arising out of Lessor's use or possession of equipment. This equipment shall be used by the Lessee only.

This writing contains and constitutes the entire agreement between the parties. This lease agreement can only be modified by written agreement signed by both Lessor and Lessee. The Lessee represents that Lessee is at least eighteen (18) years of age and under no disability which will prevent Lessee from entering into this agreement.

Lessee agrees not to part with or assign this lease or the equipment without the written consent of Lessor.

All rentals are to be paid in advance unless other arrangement have specifically been made by the owner of Beach Bum Services.

Lessees staying in homes not directly Gulf front are required to use rental equipment in designated beach areas that are not in conflict with Gulf front homes.

All equipment, with the exception of the steel-framed canopies which are anchored in to sand by Beach Bum Services, are required to be brought back to your rental home or condo and placed in a secure area as to prevent theft, accident, or damage from water, waves, wind, or any other potential harm. You accept responsibility for damages incurred due to negligence while rented property is in your possession.

Lessees, and those using the kayak while in their possession, are required to wear a United States Coast Guard Approved Personal Floatation Device (PFD) while using our kayaks. Lessees are not allowed to ride more than 1 person on a 1-person kayak and 2 people on a 2-person kayak or use the kayak in a manner for which it is not intended. Kayak use is done at the Lessee's own risk and by signing this agreement acknowledge that Beach Bum Services will not be held liable for damages, personal injury, injury to others, or any other negative instances caused by its use or while in the Lessee's possession.

Renter(s) Signature\_\_\_\_\_ Date\_\_\_\_\_

Arrival Date:\_\_\_\_\_ Property Name:\_\_\_\_\_