



Eostre Enterprises, Inc., dba Quiet Waters Paddling Adventures

RENTAL AGREEMENT

Name _____ Credit Card # _____
 Address _____ Expiration Date ____/____/____ Credit Card Security # _____
 City _____ State _____ Zip _____
 Home Phone (____) _____ Work Phone (____) _____ E-mail _____
 Destination/Intended Use: _____
 Date Reserved ____/____/____ Pick-up Date ____/____/____ Return Date ____/____/____

Rental Equipment

| Qty | Description | Serial # | First day | Additional Day | Total | Replacement Value (MSRP) |
|-----|-------------|----------|-----------|----------------|-------|--------------------------|
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| | | | | | | |
| | Late Charge | | \$35 | \$35 | | |

I agree that it is my responsibility to know how to properly use and operate the equipment and obtain necessary instruction. I understand the function of the equipment, and will not misuse or abuse the equipment. I acknowledge that I have received and understand a checklist of New Mexico state requirements regarding the operation of paddlecraft, and understand that **STATE LAW REQUIRES THE USE OF PERSONAL FLOTATION DEVICES AT ALL TIMES** while using this equipment. I further acknowledge that I have received thorough instruction and fully understand the proper techniques involved in securing the equipment for vehicle transport, and accept all liability for any and all personal and/or property damage that may result if the equipment becomes dislodged from my vehicle during transport. If I feel the equipment is not functioning properly, I will stop using it and have it inspected, repaired or adjusted by a qualified technician.

I accept the equipment **AS IS** and without any warranties, express or otherwise. I accept full responsibility for the care of this equipment and will replace at full retail value any equipment rented under this agreement but not returned to Quiet Waters Paddling Adventures (QWPA) on or before the return date specified above and will reimburse QWPA for any loss or damage to this equipment other than reasonable wear and tear. I understand it is my responsibility to pick up and return all equipment to QWPA. I agree to return all rented equipment by the return date in clean and dry condition; EQUIPMENT WILL BE SUBJECT TO A MINIMUM REFUNDABLE CLEANING DEPOSIT OF \$25.00.

I AUTHORIZE QWPA TO CHARGE MY CREDIT CARD FOR THE REFUNDABLE CLEANING DEPOSIT AND TO CHARGE MY CREDIT CARD FOR ANY DAMAGE OR LOSS OF EQUIPMENT AND UNDERSTAND THAT I WILL BE CHARGED THE FULL RETAIL PRICE FOR THE EQUIPMENT IN THE EVENT OF LOSS.

Initial: _____

I agree not to use or permit the use of the equipment: (a) for any unlawful purpose; (b) in a careless or negligent manner; (c) while under the influence of alcohol or other drugs; or (d) by any other person who has not signed this Agreement.

I agree to pay all costs, including attorney's fees, incurred by QWPA in enforcing or defending any rights under this Agreement. I agree that this Agreement shall be governed by the laws of the State of New Mexico and that any disputes relating to this Agreement shall be brought in Bernalillo County, New Mexico.

I have carefully read this Agreement and fully understand its contents. If any part of this Agreement is deemed unenforceable, all other parts shall be given full force and effect. I sign it of my own free will.

CUSTOMER'S SIGNATURE: _____ Date: _____

PARENT/GUARDIAN'S SIGNATURE: _____ Date: _____

Note: If I am signing on behalf of a minor, I agree that all terms of this Agreement shall be binding and enforceable as to myself and my minor child or minor child for which I am the legal guardian.