

Black Dog Storage & Kayak Rentals, LLC

Personal Property Rental Agreement

RENTER REPRESENTATIONS. Renter represents that he/she has examined the rental items and has found them to be in good working order, condition and repair.

Renter represents that he/she has adequate skills, knowledge and experience to safely use the items rented.

RECOGNITION OF RISK. RENTER EXPRESSLY STATES THAT HE/SHE IS AWARE OF AND UNDERSTANDS THAT KAYAKING AND PADDLEBOARDING ARE PHYSICAL ACTIVITIES WITH INHERENT RISKS OF INJURY TO PERSONS AND PROPERTY.

REQUIRED USE OF PERSONAL FLOTATION DEVICES (PFD) AKA LIFEJACKETS. RENTER UNDERSTANDS THAT ALL PARTIES ARE REQUIRED TO WEAR THE PFD FURNISHED BY OWNER AT ALL TIMES WHILE USING RENTED ITEMS. RENTER UNDERSTANDS THAT USE OF A PFD DOES NOT REMOVE THE RISK OF INJURY NOR DOES ITS USE MAKE KAYAKING OR PADDLEBOARDING SAFE ACTIVITIES.

NO REPRESENTATIONS OF SAFETY. Owner has not made any representations to Renter regarding the risks of kayaking or paddle boarding and Renter has expressly assumed all risks of such activities.

1. **Rental Agreement**

Black Dog Storage & Kayak Rentals, LLC, as Lessor, of Benton, Illinois, hereafter referred to as Owner and the undersigned hereafter called Renter.

Owner, for and in consideration of the covenants, promises and agreements of the Renter, and the Renter for and in consideration of the covenants, promises and agreements of Owner hereby leases/ rents the following for the stated length of time at the stated rate:

I am renting from Black Dog Storage & Kayak Rentals, LLC

- _____ **Single Person Kayak with Paddle**
- _____ **Tandem Kayak with two Paddles**
- _____ **Paddle board with one Paddle**
- _____ **Personal Flotation Device**
- _____ **4 hr rental** **Start Time:_____ Return Time:_____**
- _____ **8 hr rental** **Start Time:_____ Return Time:_____**

2. ***Release And Waiver of Liability And Indemnity.*** See Exhibit A attached hereto and incorporated herein by reference.

3. **Use.** Renter shall exercise due care in the manner in which and purposes for which the property is used, and shall comply fully with all laws, ordinances, and regulations relating to the possession, maintenance, and use of property of a like kind.

4. **Inspection by Renter.** Renter acknowledges that he/she has inspected the leased property and found it to be in good condition and suitable for its designed purpose.

5. Loss and Damage. Renter hereby assumes all risk of loss of and damage to the leased property from any cause. No loss of or damage to the leased property shall impair any obligation of Renter under this lease, which shall continue in full force and effect. In the event of loss of or damage to the property, Renter shall,

Pay Owner therefore by cash/credit card the "Stipulated Loss Value" as set herein:
\$450.00 for a single kayak; \$650.00 for a tandem kayak;
\$50.00 for a floatation device; \$450.00 for a paddle board;
\$50.00 for a paddle. On such payment, this lease shall terminate as to the property paid for, and Renter shall become entitled thereto as the owner thereof.

6. Return of leased property. On expiration or prior termination of this lease, Renter shall (unless Renter has paid lessor the "Stipulated Loss Value" of the property as provided in Section 5 hereof return the same to Owner in good repair, ordinary wear and tear attributable to proper use excepted, in the following manner:

By delivering the property at Renter's expense to such place which the same was delivered to Renter.

7. indemnity. Renter shall indemnify Owner from and against any and all claims, demands, costs (including reasonable attorneys' fees) and judgements arising out of, connected with, or resulting from the leased property, including without limitation the manufacture, selection, delivery, installation, possession, use, operation, maintenance, alteration, improvement, or return thereof.

8. Waiver. Any waiver, permit, consent, or approval of any breach or default of Renter under this lease, and any waiver of any provision or condition of this lease, shall be in writing and shall be effective only to the extent specifically set forth in such writing. No failure to exercise or delay in exercising any right, power, or remedy or be construed as a waiver of any such breach or default, and no waiver of any single breach or default theretofore or thereafter occurring. All remedies afforded to Owner under this lease and by law shall be cumulative and not alternative.

9. Notices. All payments and notices required herein to be made and given may be made and given by mailing the same to lessor at Black Dog Storage & Kayak Rentals, LLC 11381 Rend City Road, Benton IL 62812, and to Renter at the address below.

10. Location of Property Leased. Renter will not, without prior written consent of lessor, permit the property leased to be removed from Rend Lake, Benton, Illinois.

11. Ownership. The property leased is and shall at all times remain the sole property of Owner, and Renter shall have no right, title, or interest therein except as expressly set forth in this lease.

12. Applicable law. This lease shall be governed by and construed under the laws of the State of Illinois with venue in Franklin County, Illinois

* _____ (INITIAL) I have completed the abbreviated safety course provided by Black Dog Storage & Kayak Rentals or have provided a copy of my boat safety education card.

Signature: _____ **Date:** _____

Print Name: _____ **Driver's License Number:** _____

Address: _____ **State:** _____

DOB: _____ ***if under 18 you MUST have signature of Parent or Guardian**

Phone: _____ **Email:** _____



KEEPING YOUR PADDLING (CANOE/KAYAK) EXPERIENCE FUN AND SAFE



A Checklist from the U.S. Coast Guard and this Company

Preparation/Float Plan

- I will plan ahead of time where I am going and will let someone on shore know about my float plan.
- I will give myself more time to return on my trip than when I go out and will not attempt any trip that will be too long for my physical condition.

Planning

- I will plan for unexpected immersion in the water, and understand it is a good idea to bring extra clothes in a plastic bag, as well as extra drinking water, sunscreen, snacks, sunglasses, a hat, and a safety whistle.
- I understand I am encouraged to bring some means of communication with me on my paddling trip, such as a cell phone in a plastic bag or a portable VHF-FM radio.
- I understand that it is important to wear shoes while paddling, in case of the need for portaging my vessel.

Life Jackets

- I will make sure that each passenger has a properly-fitted, USCG approved life jacket that is of the proper size for the intended wearer, is in good and serviceable condition (including straps and zippers) and properly stowed.
- I understand that the U.S. Coast Guard recommends that I always wear a lifejacket while underway on a boat.

Boarding/Seating

- When boarding my vessel, I will stay low, keep my shoulders inside the gunwales, and keep my knees bent, always maintaining three points of contact with the vessel.
- I will sit only on the seats positioned centrally in the vessel. I understand that sitting on the sides of the canoe may cause it to capsize.

Boat Traffic

- In order to prevent capsizing, if a wave is heading my direction while underway, I understand the best course of action is to turn the bow of the vessel into the wave so that I don't take the wave broadside.
- I understand the safest way to cross the path of a powerboat is to do so astern, or behind the vessel.
- I will be courteous and mindful of the stopping distances of other vessels in the water

Flashlights/Whistles

- If I paddle at night, I will have a white light, such as a flashlight, with me on board. If other vessels are in my vicinity, I will display this light to ensure the other vessel sees me to prevent potential collision.
- I will carry a whistle or other sound signal on board with me so that I can make appropriate sound signals when needed.

Navigation Aids

- I have been made aware of any buoys, markers, and lights I may encounter on my journey and will pay attention to their significance on the water so as to avoid potential hazards.

Capsizing

- If my vessel tips over, I understand the best course of action is stay calm, remaining with my boat (if possible) and then paddle or swim it to shore if I am close to the shore, with the boat downstream from myself.

Crossing Channels

- If I cross a channel, I understand the best method is to cross at a right angle to the waterway in order to reduce my time in the crossing.

Drinking and Boating

- I will not drink and boat. I understand that paddling and alcohol do not mix and that the operation of ANY vessel while intoxicated is dangerous and against local, state, and federal laws.
- I also understand that the effects of alcohol while paddling may be increased due to heat and movement on the water.

Signed

Date