

**Berkeley  
Island  
Marine**



298 Butler Blvd  
Bayville, NJ 08721  
Marina: 732 - 269 - 1186  
Service: 732 - 269 - 9909  
BerkeleyIslandMarine.com  
services@BerkeleyIslandMarine.com

## Watersports Equipment Rental Agreement

Rental Cost \$ \_\_\_\_\_  
 Rental Date From: \_\_\_\_\_ To: \_\_\_\_\_  
 Delivery YES NO Address \_\_\_\_\_

Renter Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_  
 Emergency Contact \_\_\_\_\_

### Rental Equipment

Kayak	Qty _____	Serial # _____
Kayak Paddle	Qty _____	Serial # _____
Paddleboard	Qty _____	Serial # _____
SUP Paddle	Qty _____	Serial # _____
SUP Leash	Qty _____	Serial # _____
PFD	Qty _____	Serial # _____
Other (describe)	_____	
	_____	

By signing below, the Renter certifies that he/she has read, understands and agreed to all the terms and conditions printed hereafter, posted in the marina office, and found on the website BerkeleyIslandMarine.com. The Renter acknowledges a release of liability and recognition of risk is included in this agreement. Renters under 18 must include parent/guardian signature.

Renter Signature _____	Date _____
Renter Signature _____	Date _____
Renter Signature _____	Date _____
Renter Signature _____	Date _____

**Official Use Only:**

Equipment Out Condition: \_\_\_\_\_ Official Signature \_\_\_\_\_

Notes: \_\_\_\_\_

Equipment Return Condition: Acceptable Unacceptable Official Signature \_\_\_\_\_

Notes: \_\_\_\_\_

This agreement is between Berkeley Island Marine, Inc, herein called Lessor, and the undersigned herein called Renter(s).

Terms and Conditions:

1. Renter assumes full responsibility for the equipment and accessories listed on this rental agreement.
2. Renter agrees to obey all state and local boating regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the watercraft. In the event of a citation for violation of these rules, the Renter shall be solely responsible. Renter agrees to notify Lessor of any incidents or injuries occurring while renting watercraft.
3. Renter represents that he/she is capable of operating the equipment and finds it in good working condition, order and repair.
4. Renter shall bear all risk of damage or loss of the equipment, or any portion thereof, including but not limited to damage and theft, and shall pay Lessor the cost of repair or replacement.
5. Renter understands that he/she is liable for all dirty, damaged, lost, or stolen equipment and any fees associated with the listed equipment, and that all equipment must be returned in good condition as determined by the Lessor.
6. Renter understands that he/she must return the equipment by 5 pm on the due date listed on this agreement. A late fee will be charged for each hour or day that an item is past due.
7. Renter agrees that it is his/her responsibility to ensure proper transportation of the equipment on this/her vehicle and that watercraft must be transported using proper restraint devices.
8. Renter acknowledges that improper loading and attachment of the equipment may result in damage to his/her vehicle, other vehicles, and the equipment.
9. Renter releases Lessor from all liability for any assistance provided in loading or securing equipment.
10. Renter releases Lessor from all liability for any damage that may occur to Renters vehicle while loading, unloading, or transporting the equipment.
11. **Recognition of Risk:** Renter expressly acknowledges that the watersport equipment rented is an activity with inherent risks of injury to persons and property. Renter is aware of those risks and understands them. Renter acknowledges that United States Coast Guard (USCG) regulations stipulate that all participants are required to have a USCG approved personal flotation device (PFD), and that the Lessor requires all Renters and participants to wear a USCG approved PFD at all times while on the water. Renter understands that the use of a PFD does not remove all risks of injury, nor does it make the use of this equipment a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that the Renter decides to take to minimize the risks of the activity. No party related to the Lessor, including owners and employees, and it agents, has made any representation regarding the safety of, or the risks of the activity. Renter expressly assumes the risks of the activity. Renter understands the dangers of operating this equipment on tidal or fresh water, and understands that weather can play a factor in watersport safety and that such activities are subject to the unpredictable forces of nature.
12. **Release of Liability:** Renter hereby releases Lessor, its agents, contractors, employees, and owners from liability for negligence and holds harmless the Lessor, its agents, contractors, employees and owners from any loss, expense, or cost, including attorney fees, arising out of damages or injuries, whether to persons or property, including those not listed on this agreement, occurring as a result o the rental or use of the equipment listed.
13. This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified, including any provision against oral modification, except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter not to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said equipment. The laws of the state of New Jersey shall govern this agreement.

Credit Card Information, for security deposit only

Type VISA MC AMEX Discover

# \_\_\_\_\_ Exp \_\_\_\_\_

Zip Code \_\_\_\_\_ CCU \_\_\_\_\_