

EPRec Equipment, LLC (Epic)

PO Box 376 · Garden City, UT 84028 · (435) 757-2052

Rental Agreement

Name _____ Todays Date _____ Age _____
Home Address _____ City _____ State _____ Zip _____
Mobile Phone: _____
Email Address: _____

The undersigned as Lessee of the equipment described in Attachment 1 ("Rental"), hereby agrees to lease from EPRec Equipment, LLC ("Epic") the Rental at the rates and upon the terms and conditions set forth herein. The rates are effective until the Rental is returned to Epic. Lessee expressly warrants and represents to Epic that it has examined the Equipment, and except as noted on check out form, said Rental is free from defect or damage. The lessee acknowledges and agrees that it will be solely responsible to Epic for any damage to the Rental while the Rental is in Lessee's possession, whether such damage is caused by the Lessee or by any third party, ordinary wear and tear excepted.

LESSEE AGREES THAT ITS USE OF THE RENTAL IS AT ITS OWN RISK. Epic assumes no responsibility for property damage or personal injury to the Lessee or others. Lessee has been informed and acknowledges that Epic does not make insurance available to the Lessee. The Lessee warrants and represents to Epic that it is familiar with and has been instructed in the proper use and operation of the Rental. Lessee agrees and covenants that Lessee will be assure that each person using the Rental has signed Epic's release form. **Lessee agrees to indemnify and hold Epic harmless from and against all claims, damages, costs and expenses (including a reasonable attorney's fee and costs) which Epic may incur as a result of the use, possession, or operation of the Rental by Lessee or its guests.** Lessee agrees to return the Rental in the same condition as when leased, except for reasonable wear and tear. All repairs shall be at Lessee's expense and shall utilize only new MB, Seadoo, or other specified brand parts in such repairs. Lessee shall be liable for all parts and labor incurred in such repairs, as well as any rental down time experienced by Epic.

Epic requires that Lessee and its guests operate the Rental responsibly by maintaining controllable speeds, keeping a safe distance from other craft, swimmers, the shore, and marked and unmarked hazards. Deviation from this requirement may result in personal injury and property damage for which Lessee shall be liable.

I HEREBY AGREE TO THE ABOVE TERMS:

Lessee's Signature

Date

Epic Representative

Rental Equipment (Boat, Seadoo, UTV, Scooter) Damage Agreement

The Lessee, by signing below, agrees that in the event of damage to any motorized watercraft leased from Epic, the Lessee will be responsible to pay the first \$750 of damage to the Seadoos and UTVs, \$1,500 for Boat rentals, and \$100 for scooters, and Epic will be responsible for the remaining damage to the Rental. **Lessee agrees to pay 10% of rental price for each Rental.** Said payment is due on or before the time when the Lessee takes possession of the Rental. In the event that the Rental covered hereunder is damaged, lessee shall be solely responsible for returning the damaged Rental to Epic. Failure to return the Rental to the Epic office/beach location will result in forfeiture of Lessee's rights hereunder and Lessee shall be solely responsible for the loss of the non-returned rental, notwithstanding any provisions herein to the contrary. This Agreement is non-transferable and applies only to the Rentals listed on Attachment 1. The following damages will void this Agreement: (1) damages in any way related to the violation of State's laws and regulations (2) driving while under the influence. In the event that the lessee fails to pay any amount due under this Agreement, the Lessee shall be liable for all collection costs and attorney fees incurred by Epic.

I HEREBY AGREE TO THE ABOVE TERMS: _____ (Signature)

DAMAGE AGREEMENT HAS BEEN OFFERED AND I DECLINE _____ (Initial)

A late fee will be charged for late return unless prior arrangements are made in writing by management

Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS AND WILL ADHERE TO STATE LAWS AND REGULATIONS.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in said Rental. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake.

Initial: _____

LESSEE authorizes and allows Epic to charge my credit card for any damages or loss of equipment. Motorized rental price does not include refueling, oil or tax. Motorized vehicles must be refueled at Epic and by its employees at site.

Initial: _____

* Price does not include applicable taxes to be applied at time of checkout