

DATE: _____

PROWEST PERFORMANCE

P.O. BOX 99344
SAN DIEGO, CA 92169
858-888-0082
PERSONAL WATERCRAFT AGREEMENT

NAME _____ ADDRESS _____
CITY _____ STATE _____ ZIP _____ PHONE _____
EMAIL _____

MAKE /MODEL Yamaha VX 110 REGISTRATION #: _____ CF8222RN _____ CF8029RN _____ CF9905RG
_____ CF7596PU _____ CF7596PU

PFD# _____ CUTOFF LAYARD Y/N _____ FIRE EXTINGUISHER Y/N _____

The following individuals certify that they have received safety and operation training from the LESSOR and are hereby the only AUTHORIZED OPERATORS of the rental watercraft.

Print Name	Signature	Age
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____
_____	X	_____

OFFICE USE ONLY

Number of Hours	_____
@ Per Hour	_____
Overtime Charges	_____
Tax (8.00%)	_____
Total Rental	_____
Grand Total	_____

By signing below, I acknowledge and authorize the payment of the aforementioned charges above.
X _____

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the watercraft and equipment described herein. LESSEE agrees said watercraft will not be occupied by a greater number of persons than is shown on the watercraft's CAPACITY PLATE. In the event the watercraft is not returned at time specified herein said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE.

THE LESSEE CERTIFIES:

- A) THAT HE/SHE HAS EXAMINED THE WATERCRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED.
- B) THAT ONLY THOSE INDIVIDUALS LISTED AS AUTHORIZED OPERATORS WILL OPERATE THE RENTAL WATERCRAFT.
- C) THAT LESSOR HAS PROVIDED ALL AUTHORIZED OPERATORS WITH SAFETY AND OPERATIONAL INSTRUCTIONS.
- D) THAT LESSOR HAS PROVIDED PRINTED MATERIAL EXPLAINING THE APPLICABLE STATE AND LOCAL BOATING RULES AND REGULATIONS, THE OPERATIONAL CHARACTERISTICS, THE ENVIROMENTAL EFFECTS, AND THE COMMON COURTESIES OF OPERATING PERSONAL WATERCRAFT.
- E) THAT ALL AUTHORIZED OPERATORS ARE CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF THE RENTAL WATERCRAFT AND WILL OPERATE IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS, AND FURTHER CERTIFIES THAT ALL AUTHORIZED OPERATORS HAVE READ AND UNDERSTAND SAID RULES AND REGULATIONS.
- F) LESSEE AGREES TO LIMIT THE OPERATION OF THE WATERCRAFT TO THE WATERS OF AND ONLY BETWEEN SUNRISE AND SUNSET.
- G) LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL WATERCRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE NEXT PAGE.

Initial Each

- A) _____
- B) _____
- C) _____
- D) _____
- E) _____
- F) _____
- G) _____

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PERSONAL WATERCRAFT AGREEMENT

I further agree (continued from the previous pages of this agreement):

1. The LESSEE acknowledges he/she has carefully examined the watercraft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both watercraft and equipment in a safe, dependable condition while in his/her custody.
2. Cash bond deposit (as provided in the statement of charges) shall be retained by the LESSOR as partial compensation for failing to return said rental watercraft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of the watercraft by LESSEE. Retention of the cash bond deposit shall be in addition to, and not exclusion of, any other remedies LESSOR may have at law.
3. LESSEE agrees not use, nor permits the use:
 - a. of the rental watercraft for any unlawful purpose;
 - b. of the rental watercraft in a careless reckless, or negligent manner,
 - c. of the rental watercraft while under the influence of liquor and/or narcotics;
 - d. by any other person who is not an AUTHORIZED OPERATOR under this agreement.

Reckless operation of a watercraft shall include but not be limited to:

- a. Weaving through congested traffic;
- b. Jumping the wake of another vessel unreasonably or unnecessarily close to such other vessel or when visibility around other vessel is obstructed or restricted.
- c. Because airborne or completely leaving the water while crossing the wake of another vessel within 100 feet of the vessel creating the wake;
- d. Operating a greater than slow/no wake speed within 100 feet of an anchored or moored vessel, shoreline, dock, pier, swim float, marked swim area, swimmer, surfers, persons engaged in angling, or any manually powered vessel;
- e. Operating contrary to navigation rule including following too closely to another vessel, including another personal watercraft. "Following too closely" shall be construed as proceeding in the same direction and operating at a speed in excess of 10mph within 100 feet to the rear or 50 feet to the side of another vessel which is underway, unless said vessels are operating in a narrow channel, in which case personal watercraft may operate at the speed and flow of the other vessel traffic within the channel.

4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the watercraft and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental watercraft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental watercraft. LESSEE further agrees to hold LESSOR harmless should loss or damage caused by fire, water, and theft or any other cause whatsoever.

5. LESSEE expressly agrees indemnify and hold LESSOR harmless or, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of LESSOR.

6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental watercraft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

7. LESSOR's ability to provide a rental watercraft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR's control.

8. LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.

9. The rules and regulations contained herein and as posted in the office, on the watercraft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.

10. Should any term or conditions of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

11. THE TERMS AND CONDITIONS OF THE ABOVE PAGES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT- NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAD BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON ALL PAGES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT IF REQUESTED. _____

BY _____
(Print Name)
LESSOR PROWEST PERFORMANCE

X _____
(Signature)
X _____

DATE _____
DATE _____