



## RENTAL RESERVATION FORM

<b>Renter Information:</b>	
Name _____	Phone _____ Email _____
Address _____	City _____ State _____ Zip _____
Driver's License # _____	State of issuance _____
Where did you hear about us?	
Google <input type="checkbox"/> Word of Mouth <input type="checkbox"/> KSL <input type="checkbox"/> Yelp <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Parade <input type="checkbox"/> Returning Customer <input type="checkbox"/> Other _____	
Was Damage Waiver Purchased prior to Rental? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Date and Time of Check Out/Pickup _____	
Return Due Date and Time _____	
Check Out Staff Member _____	
Note items checked out here:	

### Signatory

In agreement and authorization of the Rental Reservation Form, Rental Agreement, and Acknowledgement, Waiver and Indemnification (together "the Agreement") I hereby sign:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

<b>For Office Use Only</b>	
Date and Time Returned _____	
Check In Staff Member _____	
Note items returned here and condition:	



## RENTAL AGREEMENT

Green Adventure Sport Rentals ("Green"), agrees to provide certain rental equipment and services to \_\_\_\_\_ ("Renter") and Renter agrees to provide monetary compensation for such services on the following Terms and Conditions:

### I. Pricing and Payment

- A. Prices are set at the time of reservation. Prices are posted online and a price list will be provided on the Rental Reservation Form. If there is any conflict between the two the prices written on the Rental Reservation Form will be controlling.
- B. Payment in full is required at the time of reservation.

### II. Cancellations and Refunds

#### A. Watercraft Rentals and Guided Tours

1. Free Cancellation
  - a. Reservations canceled **48 hours or more** before the scheduled start time receive a **full refund**.
2. Weather & Safety
  - a. For Tours - If weather, water, or safety conditions are deemed unsafe by our staff, you will receive a **full refund or the option to reschedule** at no cost.
  - b. For Rentals - There are no refunds for illness, weather, early returns or non-usage.
3. Late Cancellations (Within 48 Hours of Start Time)
  - a. Watercraft Rentals (Kayaks & Paddleboards):
    - i. Cancellations within 48 hours receive **either a 50% refund OR a 100% credit** toward a future booking.
  - b. Guided Tours:
    - i. Cancellations within 48 hours receive a **100% credit** only toward a future tour (no cash refund).
  - c. eFoil Rentals (Premium Equipment)- Due to limited availability, high equipment value.
    - i. eFoil reservations canceled **within 48 hours** of the start time are **non-refundable**.
    - ii. Late eFoil cancellations receive a **100% credit** toward future bookings (no cash refund).
  - d. No-Shows
    - i. No-shows are charged in full and are not eligible for a refund or credit.
  - e. Rescheduling
    - i. One complimentary reschedule is allowed if requested **48 hours or more** prior to the start time.
    - ii. Reschedule requests within 48 hours are subject to the same terms as late cancellations.
  - f. Credits
    - i. All credits must be used **within 12 months** of the original booking date.
    - ii. Credits are **non-transferable** and may be applied to any available product unless otherwise noted.

### III. Late Returns - If you anticipate being late, contact us immediately.

#### A. Prices are only good for the Rental Period; any equipment not returned before it is due will be subject to the following:

1. Rental Period Definition
  - a. All rentals are charged in **24-hour rental periods**.
  - b. **One rental day = 24 consecutive hours** from the scheduled pickup or delivery time.
  - c. Equipment must be returned on or before the exact return time shown on your reservation.
2. Grace Period
  - a. A **15-minute grace period** is allowed beyond the scheduled return time to account for unloading or minor delays.
  - b. Returns beyond the grace period are considered late.
3. Late Return Fees
  - a. Watercraft Rentals (Kayaks & Paddleboards):
    - i. **More than 15 minutes late:** \$25 per item (\$50 for eFoils)
    - ii. **More than 1 hour late:** Additional **\$25 per hour (\$50 for eFoils)**, up to the full daily rental rate and possible retrieval fees if staff have to retrieve it.
      - b. If Renter fails to return equipment within 1 weeks after rental was due, Renter will be charged the estimated replacement cost of the equipment (Fair Market Value of a "New Retail" replacement)



IV. Renter Requirements

- A. Renter represents and warrants that Renter is at least 18 years of age
- B. Renter must submit a valid, major credit card from which any applicable fees (late fees, damage fees) may be drawn, as described in this agreement.

V. Equipment Check-Out

- A. Renter must present Proof of Identification (Current Driver's License or other government issued photo identification) at the time of pickup.
- B. Renter (or person financially responsible for the rental under this agreement) must be present at the time of pick-up or item(s) will not be released.
- C. Renter should inspect all rental equipment before leaving the rental facility for any preexisting damage or defects on the rental equipment. Renter should note any such findings on the Rental Reservation Form to avoid being charged any damage fees upon return of the equipment.
- D. Renter must allow approximately 30-45 minutes to check out rental equipment.
- E. If Renter requires assistance or instruction with regard to the equipment, a staff member will be made available at Checkout for this purpose.
- F. Renter may purchase a Damage Waiver for incidental damage or replacement cost. This waiver does not cover intentional damage or abandonment.



VI. Equipment Return Condition and Potentially Applicable Fees

- A. A Cleaning Fee of \$5.00 per article will be charged if the equipment is dirty.
- B. A Damaged Equipment Fee of \$50/hour (for rework or repair time) will be charged if the equipment is damaged. Equipment that is damaged beyond repair will be charged an Equipment Replacement Fee at the "New Retail" replacement price. Green, at its sole discretion, will determine if equipment is damaged beyond repair but bent paddles, folded or wrapped canoes, kayaks, or other badly damaged watercraft will always be considered damaged beyond repair).
- C. An Equipment Replacement Fee ("New Retail") will be charged for equipment that is missing, or abandoned, regardless of the age of the equipment at the time of rental.
- D. An Unattended Equipment Drop off Fee of \$100.00 per article will be charged for equipment left unattended (during Closed hours) at Green Adventure Sport Rentals unless arrangements are made beforehand with a staff member. If the equipment is lost or stolen while left unattended, the Renter will be charged an Equipment Replacement Fee.
- E. If Renter abandons equipment in the field, Green will attempt to recover the abandoned equipment. Renter will be charged an Abandoned Equipment Recovery fee of \$50/hour up to the cost of the Equipment Replacement Fee for recovering abandoned equipment.

VII. Miscellaneous

- A. Choice of Law and Choice of Forum
  - 1. Any dispute regarding this contract or its described equipment and services can only be brought in the relevant court in the State of Utah, if applicable, in the County of Davis.
- B. Whole Agreement
  - 1. This Agreement (comprising the Rental Reservation Form, Rental Agreement, and Acknowledgement, Waiver and Indemnification) comprises the whole agreement between the parties. No other agreement or communication, except a written agreement referencing and superseding this agreement, will be controlling in any legal proceeding.
- C. Severability
  - 1. Should any part of this Agreement be found to be unlawful or otherwise unenforceable the remaining sections of the Agreement will remain in full force and effect.



## ACKNOWLEDGMENT, WAIVER AND INDEMNIFICATION

- I. Renter acknowledges and agrees that:
  - A. There are inherent risks associated with water sports and with pulling and loading and unloading a trailer. Renter acknowledges that he/she has the necessary skills to use the equipment properly. Renter also acknowledges that he/she will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards.
  - B. The hazards associated with the use of outdoor equipment, include, but are not limited to physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. Renter understands that such risks simply cannot be eliminated due to the inherent qualities of the activity.
  - C. Renter is responsible for connecting the trailer, lights, and chains properly and for securing all canoes, kayaks, paddles, SUPs, life jackets and other equipment before driving.
  - D. Loading a canoe, kayak, SUP, or other boat onto my vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. It is Renter's choice to have the boat loaded/unloaded by the Green's staff and Renter agrees to assume responsibility for any damages to person or non-rental equipment property that may occur due to loading, unloading or transport of this rental equipment.
  - E. The necessary equipment and safety devices have been provided (such as flotation devices, etc.).
  - F. he/she will be solely responsible for the proper use of safety and other equipment and procedures.
  - G. It is Renter's responsibility to inspect all equipment including trailers, tires, light connections, chains, and tire pressure prior to use.
  - H. It is the Renters' responsibility to ensure that any required permission forms, trip permits, invasive species tags, boating permits, and trainings are completed and up to date prior to launching boats.
- II. Renter hereby releases Green, its officers, agents and employees, and waives on behalf of Renter's self, heirs, representatives, successors, executors, and administrators, any cause of action, claim, or demand of any nature including, but not limited to, a claim for negligence, related to Renter's possession and use of Green's equipment.
- III. Renter agrees to hold harmless and/or indemnify and defend Green and its officers, agents, and employees from all liability, costs, or expenses resulting from accidents or injury to -- or for the death of -- any person or property directly or indirectly arising from my use or my permission, express or implied, to use the rental equipment.