

## Jet Ski Rental Terms and Conditions

### **RENTAL TERM**

The term of a Jet Ski Rental runs from the date and hour of Jet Ski pickup, until the return of the Jet Ski to Semedo's Rentals, LLC ("Owner"), and completion of all terms as noted herein by both Renter(s) and Owner (together the "Parties").

#### **1. SCOPE OF USE**

Renter(s) will use the Rented Jet Ski(s) only for personal recreational use and operate the Rented Jet Ski(s) only on authorized and/or allowable waterways. Renter(s) will comply with all applicable laws relating to the operation of Jet Skis. Renter(s) will not allow anyone to operate the Jet Ski(s), other than those individuals as noted herein, or use it/them as a watercraft for hire.

**RENTER WILL NOT ALLOW ANYONE TO OPERATE THE RENTED JET SKI(S), OTHER THAN RENTER OR THOSE INDIVIDUAL(S) APPROVED BY THE OWNER.**

#### **2. RENTAL FEES**

Renter(s) will pay to Semedo's Rentals, LLC, rental fee(s) for use of the Jet Ski(s) as noted in the Invoice provided to Renter(s) by Owner, plus any additional charges, including, but not limited to, additional rider(s), per agreement, verbal or otherwise, between the Parties.

#### **3. FUEL**

The Jet Ski(s) will be delivered by the Owner to the Renter(s) with a full tank of fuel, which under normal operating conditions should provide the Renter with enough fuel for up to a 6 (six) Hours/Full Day Rental Period, and is included in the Total Rental Fee. Should the Renter(s) use all fuel provided, the Renter(s) is/are responsible to purchase any additional fuel required during the duration of the Rental Period. Additional fuel may be available for purchase by the Renter(s) from the Owner, at prevailing market price for such fuel, plus storage and delivery charges, as determined by the Owner in its sole discretion. Any additional fuel purchased by the Renter(s) and not used by the end of the Rental period, will not be credited toward the Total Rental Fee and is considered forfeited by the Renter(s).

#### **4. ADVANCE BOOKING/RESERVATION DEPOSIT**

Renter('s) is/are required to pay an Advance Booking/Reservation Deposit to reserve a date, time, and Rental Period in advance. The Advance Booking/Reservation Deposit is calculated at the price of the full rental for each Jet Ski reserved. The Advance Booking/Reservation Deposit will be credited toward the total cost of the Rental, and is not refundable should the Renter(s) not show up for the reserved Rental Period, or cancel for any reason. If weather prevents Semedo's Rentals, LLC from being able to provide Renter(s) with a safe Jet Ski Rental experience, on the date Booked/Reserved by Renter, the Renter(s) can either choose a refund of the Advance Booking/Reservation Deposit, or reschedule the Booking/Reservation

for a different date/time. Weather safety conditions shall be solely determined by the Owner. All refunds shall be timely made in the same manner as original payment, and Semedo's Rentals, LLC is not responsible for any delay(s) caused by Renter's Bank or credit issuer, regarding Renter(s) receipt of a refund.

## **5. SECURITY DEPOSIT**

Renter(s) agree(s) and understand(s) that all rentals require a \$500.00 Security Deposit per Jet Ski rented. The Security Deposit is required to be paid at, or before, time of Rental Period beginning. The Security Deposit shall be returned/credited to the Renter(s) if/when the rented Jet Ski(s) is/are returned undamaged. If a Jet Ski is damaged during a Renter's Rental Period, the Renter(s) is/are liable for those damages, and the Security Deposit will not be returned until Semedo's Rentals, LLC is made whole for the damages. In lieu of collection of a Security Deposit, Semedo's Rentals, LLC, may agree, solely in its own discretion, to place a hold on the Renter's credit card, in the same amount as the required Security Deposit. In the event of damage to any Jet Ski rented, Semedo's Rentals, LLC will apply the Security Deposit towards the costs of necessary repairs or replacement. If the cost for repair or replacement of damage to a Jet Ski rented exceeds the amount of the Security Deposit, Renter(s) will be liable for payment to Semedo's Rentals, LLC, for the full balance of cost of repairs and/or replacement.

## **6. INSURANCE**

Renter must provide Semedo's Rentals, LLC, satisfactory proof of Insurance Coverage of any potential damage to a rented Jet Ski or Jet Skis, as well as personal injury to the Renter(s), additional passengers/riders, and other persons or property, at and during the time of Rental. If a Jet Ski(s) is/are damaged or destroyed while it is in the possession of Renter(s), Renter(s) agree(s) to pay any required Insurance Deductible, and assign all rights to collect Insurance proceeds to Semedo's Rentals, LLC. In lieu of providing satisfactory proof of Insurance Coverage Semedo's Rentals, LLC, may agree, solely in its own discretion, to waive such proof. Waiver of satisfactory proof of Insurance Coverage by Semedo's Rentals, LLC, does not relieve Renter(s) of their liability for any potential damage to a rented Jet Ski or Jet Skis, as well as personal injury to the Renter(s), additional passengers/riders, and other persons or property, at and during the time of Rental.

## **7. INDEMNIFICATION**

Renter(s) agree(s) to indemnify, defend, and hold harmless Semedo's Rentals, LLC, for any loss, damage, claims, liability, costs, or legal actions that may arise against Semedo's Rentals, LLC as a result of Renter's operation or use of the Rented Jet Ski(s) during the term of this Rental Agreement. This includes any attorney fees which may be incurred. Renter will also be liable for any violations, or other citations received while in possession and/or operation of the Rented Jet Ski(s). Owner may repossess the Jet Ski(s) at Renter's expense without notice to Renter(s) if the Jet Ski(s) is/are abandoned, or used in violation of law or this Agreement. Renter(s) also agree to indemnify Semedo's Rentals, LLC for any and all costs and fees incurred in defense of any claim made against them arising out of and in connection with the Renter's Rental as noted herein.

## **8. RESPONSIBILITY FOR DAMAGE OR LOSS REPORTING TO POLICE**

Renter(s) is/are responsible for all damage to, or loss, or theft of, the Jet Ski(s), including, but not limited to, damage caused by weather, water conditions, and acts of nature, whether or not Renter(s) is/are at fault. Renter(s) is/are responsible for the cost of repair, or the actual cash retail value of the Jet Ski(s) on the date of the loss if the Jet Ski(s) is/are not repairable, or if Semedo's Rentals, LLC, in their sole discretion, elects not to repair the Jet Ski(s), loss of use, diminished value of the Jet Ski(s) caused by damage to it/them, or repair of it/them, and any administrative expenses incurred by Semedo's Rentals, LLC in processing the claim. Renter(s) must report all accidents or incidents of theft and/or vandalism to Semedo's Rentals, LLC and the appropriate Police Department or Law Enforcement Authority, as soon as soon as discovered by Renter(s).

## **9. RENTER'S PROPERTY**

Renter(s) release(s) Semedo's Rentals, LLC, their agents, employees, and or assigns, from all claims of loss, or damage to the Renter's personal property, or personal property of any other person, that Semedo's Rentals, LLC received, handled, stored, left, or carried in or on the Rented Jet Ski(s) during Renter's Rental Period, or in any service vehicle, or in Semedo's Rentals, LLC offices, whether or not the loss or damage may have been caused by the negligence of Semedo's Rentals, LLC, their agents, employees, and or assigns.

## **10. REPRESENTATIONS AND WARRANTIES**

Semedo's Rentals, LLC represents and warrants that to the best of their knowledge, the Rented Jet Ski(s) is/are in good condition and is/are safe for ordinary operation and recreational use. Renter(s) represent(s) and warrant(s) that Renter(s) is/are legally entitled to operate a Jet Ski under the laws of this jurisdiction and will not operate it/them in violation of any laws, or in any negligent or illegal manner. Renter(s) has/have been given an opportunity to examine the Jet Ski(s) in advance of taking possession of it/them, and upon such inspection, is/are not aware of any damage.

## **11. JURISDICTION AND VENUE**

The Parties herein agree that any dispute regarding this Agreement, shall be construed under the laws of the State of Rhode Island, USA, and any action must be brought in said jurisdiction. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

## **12. EMERGENCY CONTACT INFORMATION**

Renter(s) agree(s) to provide the name and phone number of at least one (1) Emergency Contact.

## **13. MINOR PARTICIPATION**

In consideration of any person or persons under the age of 21 (Minor) being permitted by Semedo's Rentals, LLC to participate in its activities and to use its equipment and facilities, I

further agree to harmless Semedo's Rentals, LLC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

#### **14. RULES AND SPECIAL CONDITIONS**

Renter(s) agree(s) that the number of persons riding on each Jet Ski shall not be more than the rated capacity of each Jet Ski.

15. The following activities are prohibited in or within One Hundred (100) feet of each Jet Ski;

Consumption of alcoholic beverage by a minor; Consumption of illegal drugs;

Smoking; Persons operating or riding while consuming their own alcoholic beverages; Violent or unruly behavior;

Conduct causing, or in Semedo's Rentals, LLC's opinion is likely to cause, damage to a Jet Ski, owner's property, and/or Public or Private Property;

Conduct interfering with, or in Semedo's Rentals, LLC's opinion, likely to interfere with the safe operation of a Jet Ski; and

Semedo's Rentals, LLC expressly reserves the right to terminate or cancel service, with balance of full Rental Fee(s) immediately due and payable, without any refund whatsoever, if Semedo's Rentals, LLC, their agents, employees, and/or assigns, observes or is notified of, any violation(s) of any of the rules as stated above.

#### **16. JOINT AND SEVERAL LIABILITY**

Each Renter agrees that he/she/they/them/it is jointly and severally liable for the prompt payment and performance of all obligations under this Agreement.

#### **17. ENTIRE AGREEMENT**

This Participant Agreement, Release, and Assumption of Risk, together with the additional Jet Ski Rental Terms and Conditions constitutes an Agreement between the Parties. No modification to this Agreement can be made unless in writing, and signed by both Parties. Any notice required to be given to a Party shall be made to the contact information as noted on the Rental Invoice and/or the Participant Agreement, Release, and Assumption of Risk waiver as required to be signed by all Renters.