

EQUIPMENT RENTAL AGREEMENT

The undersigned Renter agrees to rent from Owner (LowerGear Rentals, a dba of Mast Advertising & Publishing, Inc, 2155 E University Drive, Ste 112, Tempe AZ 85281 (480) 348-8917) the equipment and accompanying accessories listed below, for the designated rental period and subject to the terms and conditions stated herein. Renter represents and warrants:

I have read and understand the Owner's required Waiver and Release of Liability form and have read and understand the Owner's Rental Policies, including my obligations for rental costs, deposits, return times, and late fees.

I will abide by all state and local rules and regulations governing use of the equipment, and will not use or operate the equipment in violation of any law, nor in any manner for which the rented equipment was not designed or intended.

I am in good health and can swim; will wear a personal flotation device at all times using any watercraft; and will not consume alcohol while using operating any rented equipment.

I have adequate training or knowledge to safely operate the rental equipment, and have adequate and safe means to transport the rented equipment.

I am aware that Owner is not providing any insurance whatsoever related to the rental of the equipment and that I am financially responsible for the rented equipment while in my possession and during the initial term of this rental agreement and any extension thereto, including loss or damage to the equipment; loss or damages caused to other property; or injury or other claims made by other equipment users or other third parties arising from my use of the equipment. I further agree to pay for any and all costs incurred by Owner in the retrieval, rescue or repossession of the rented equipment if so required.

RENTAL TERM: <input type="checkbox"/> 24 Hours <input type="checkbox"/> Weekend <input type="checkbox"/> Multi-Day (_____)				
EQUIPMENT RENTED	QTY	RATE	TOTAL	SUMMARY
_____	_____	_____	_____	Other fees _____
_____	_____	_____	_____	Subtotal _____
_____	_____	_____	_____	Sales Tax _____
_____	_____	_____	_____	Total _____
_____	_____	_____	_____	_____
NOTES: _____				
<p>The rented equipment is due back to Owner by _____ on _____. In addition to the rental rates above for the initially designated term, I authorize Owner to place a credit hold on my credit card in the amount of \$_____ at the time of rental as a deposit to pay for, in full or in part, potential damages, losses or rental extensions. I further authorize Owner to charge my credit card for any damages, losses, additional rents or other costs incurred by Owner that exceed any deposit amount initially provided. I understand there is no credit given for early return or non-use of the rented equipment.</p>				
RENTER NAME _____		ADDRESS _____		
CITY _____	ST _____	ZIP _____	PHONE _____	
RENTER SIGNATURE _____			DATE _____	

OFFICE USE ONLY:

Renter DL # _____ Transport Vehicle License # _____

Reviewed Waiver _____ Reviewed Policies _____ Reviewed Costs _____ Deposit Auth: _____ Inspection: _____

RENTAL POLICIES

Timely return is critical to meet commitments to other renters. Late fees may accrue after a 15-minute grace period, at a rate of 10% of the 24-hour rate for each item per full or part of each hour beyond the originally scheduled return deadline.

A "24-hour Rental" return is due 24 hours after pickup. A "Weekend Rental" assumes pickup after 10am Friday and return by 10am Monday. A weekday "Multi-Day Rental" is due back by the same time as pickup X number of days later - a 3-day weekday rental would be due 72 hours after pickup, for example. If the due-back time is before our opening hours, then the due back time is deferred until the time we open that day.

Each rental includes paddle(s), PFD(s) and straps.

Our rates assume a "carry out" rental – we will assist the renter in getting the rented equipment up on or in the transporting vehicle, but will not assist securing the rented equipment in or on any vehicle.

A deposit of \$450 may be required on all rentals via an authorization against a major credit card. A debit card is not acceptable unless there is adequate reserve on account for an authorization equal to the replacement value of the rented equipment. Pre-authorization deposits are released upon return of the rented equipment, net of any deduction for loss or damages.

Renter is responsible for any and all damages and losses to the rented equipment. For purposes of calculation of damages or loss, the Replacement Value of any equipment shall be defined at 80% of MSRP. Cost of repair, retrieval or rescue of the rented equipment is charged at \$75 per man-hour, plus \$.50 per mile for any required travel. Common repair/replacement costs (examples only; actual may vary): Hull breach \$200; lost PFD \$60; lost paddle \$50; lost straps \$20

All renters must be at least 21 years old. All operators of the rented equipment must be at least 14 years old. Renters must present a valid driver's license and major credit card in the same name.

Renter and other users must each read and sign a Waiver and Release of Liability form.

Rental charges on advance reservations are placed up to 48 hours prior to the rental period, and there are no refunds allowed thereafter, unless the equipment is not available at time of reservation. There are no weather-related or early-return refunds or credits.

Renters and other operators must wear Personal Flotation Devices at all times while operating any water craft.

Rented equipment must be picked up and returned to our store during regular business hours, 9-5 weekdays; 10-4 Saturdays; 12-4 Sunday.

Any transported boat must have at least 3 points of security: two tie-down straps of at least 1" in width plus an attached security line to the front of the vehicle or trailer.

All transporting vehicles must have adequate capability to carry the rented equipment. We cannot confirm whether or not the rented equipment falls within the transporting vehicle's or its attachments weight limits or carrying capacity, but may refuse a rental at our discretion if we believe the transporting vehicle poses a risk to the rented equipment. All transporting risks are borne by the renter.

USER PRINTED NAME _____ SIGNATURE _____ DATE _____

WAIVER AND RELEASE OF LIABILITY

PARTIES TO THIS AGREEMENT - The "Owner" of the rented equipment includes LowerGear Outdoors; LowerGear Rentals, lowergear.com, and all employees, officers, shareholders, agents, representatives, partners, lessors, insurers, assigns and other parties related thereto, and of the corporate parent Mast Advertising & Publishing, Inc. The "User(s)" include the renter of the equipment; any operator, passenger, or participant in any activity involving the equipment; any minor in the care or under the supervision of any User; and the heirs, executors, administrators, successors and assigns of the foregoing. Renter and all other Users signing below agree that they will be the only operators, passengers or otherwise the only users of the rented equipment. Each User below further agrees that if any other party or individual is allowed to use the rented equipment, each of the undersigned will be personally liable for any damages to such unauthorized Users or damages to others caused by such unauthorized User, even if such damages arise out of the negligence or fault of Owner.

ACKNOWLEDGMENT OF RISKS - The undersigned hereby acknowledge that some, but not all of the risks of participating in water-sport activities and the transportation and use of watercraft and other rented equipment include: road accidents; damage to the transporting automobile; failure of transporting attachments such as roof racks and trailers; unpredictable currents and water flow; collisions with submerged objects and other watercraft; capsizing or sinking of watercraft; exposure and hypothermia; encounters with wildlife and insects; lightning strikes; equipment and operator errors; incapacitation due to illness; becoming lost or otherwise requiring expensive rescue; dangerous winds and storms; expensive damages to the rented equipment and to the property of others; and any other event that may cause expense, illness, injury or death.

EXPRESS ASSUMPTION OF RISK – Each undersigned hereby agrees that each is operating or using the equipment provided by Owner at his/her own risk. Each undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. Each undersigned assumes full responsibility for the risks of personal injury, accidents or illness, and any resultant expenses from any such risk, damage or loss to themselves, any other User, the rented equipment and for any personal injury or property loss caused by any User while using the rented equipment, even if the risks arise out of the negligence or fault of Owner.

WAIVER/RELEASE OF LIABILITY - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Owner from any and all liability of any nature for any and all injury or damage arising from personal injuries or property damage sustained or caused by the undersigned or any other User or minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Owner regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur. The undersigned specifically agrees that Owner shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY OWNER whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner.

LIABILITY TO THIRD PARTIES – Each undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, any other users of the rented equipment; operators and passengers of other watercraft; and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Owner, even if such damages arise out of the negligence or fault of Owner.

MISCELLANEOUS - The provisions of this Release will prevail over any conflicting clauses in any rental agreement executed concurrently hereto. Any claims or disputes arising from this agreement shall be exclusively governed by and construed in accordance with the laws of the state of Arizona, and venue for any litigation arising herefrom shall exclusively be in the state courts of competent jurisdiction sitting in Maricopa County, Arizona. This Agreement shall inure to the benefit of, and is binding upon, the parties hereto, and their respective heirs, representatives, successors and assigns. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

ACKNOWLEDGMENT OF POTENTIAL RAMIFICATIONS OF SIGNING THIS WAIVER AND RELEASE – Each undersigned states that he/she has had sufficient time to review this Release and to ask any questions associated with said Release. Each undersigned further states that he/she has carefully read the foregoing Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from any other rental facility, but has chosen to rent, operate, or use equipment from Owner with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Owner for Owner negligence.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

USER PRINTED NAME _____ SIGNATURE _____ DATE _____

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USER PRINTED NAME _____ SIGNATURE _____ DATE _____