

SLO Coast Kayaks Monthly Rental Subscription Contract

Please Print

Name of Client: (Last) (First) (M)			Birthdate (m/d/y):	
Address:			Driver's License #:	
City:		Zip Code:		
Phone #		Business #		
Emergency Contact	Phone #	Address		Relation
Emergency Contact	Phone #	Address		Relation
Physician	Phone #	List any medical/health problems		

Co-Signer if under the age of consent - Relation to Client

Name of Client (Last) (First) (M)			Birth date (d/m/y)	
Address			Driver's License	
City		Postal Code		
Phone #		Business #		

***Cosigner agrees to pay the dues or other payments required to pay under this agreement.**

The person whose name appears above applies for membership at the SLO Coast Kayaks rental facility on terms set out in this contract agreement.

This document is an application for SLO Coast Kayak's Monthly Rental Subscription Program related to their kayak and Stand Up Paddleboard ("SUP") rental services and will form an agreement between the Client and SLO Coast Kayaks. SLO Coast Kayaks will make no representation or warranties, written or oral, expressed or implied, other than those in this agreement.

Number of months: ____
 Cost per month: ____
 Discounts: ____
 Total Cost: ____

Upon default in any of the below payments, SLO Coast Kayaks may at its option and upon ten days written notice to the CLIENT declare the whole or any part of the balance less any unearned credit charges to be immediately due and payable. The Client agrees to pay interest on all overdue amounts under this agreement at a rate of 2% per month (24 % per year), calculated and compounded monthly in arrears from the date that the amount is due, and service charges of \$25.00 on each checks or other payments which is not honored or made by the Client's bank and savings institution. Administration fees are non-refundable.

Promise to Pay

The Client hereby promises to pay SLO Coast Kayaks dues in the amount of \$ _____ per month hereinafter referred to as "Dues", and said Dues are to be paid the _____ day of each month, commencing _____ . The Client may prepay six months Dues and over with a 5% discount being offered.

SLO Coast Kayaks may cancel the Client's right for kayak and SUP rental services if the Client fails to pay his/her Dues within ten (10) days from the date they are payable. However, the Client agrees to pay a minimum of six (6) months of guaranteed Dues and no portion of this is canceled or refundable. SLO Coast Kayaks may re-admit the defaulting client for kayak and SUP rental services at owners discretion.

In certain circumstances (at the sole discretion of SLO Coast Kayaks) the client is not able to commit to the full agreement; the member is responsible of the agreed upon subscription amounts and durations are to be paid up to date. Under this circumstance, a partial month will/can be prorated at a per day amount to be determined.

Assignment

The Client acknowledges and agrees that this Agreement and Promise to Pay may be assigned by SLO Coast Kayaks at its sole option to a third party, provided that the Client shall receive notice in writing of any such assignment. The Client acknowledges receipt of a copy of the agreement, acknowledges having read and understood its terms and agrees to be bound by its terms contained in this document.

Notice of Right of Cancellation

1. This is a contract to which the Consumer Protection Act of the State of California applies.
2. You, the Client, may cancel this contract by giving notice of cancellation not later than 10 days after the date of execution of the contract. It is not necessary to give reasons for the cancellation.
3. In order to cancel the contract, the Client must give notice of cancellation by a method that will allow you to prove that you gave notice, including email or personal delivery of notice within this 10 day period.

SLO Coast Kayaks Monthly Subscription Membership Confirmation

Mr.,Mrs.,or Ms. (print) _____

Signed _____

Cosigner (if necessary) _____

Witnessed by _____

Date of Acceptance _____

Please Read Carefully

1) Health Information

The Client represents that she/he is not aware of any existing mental or physical condition which might reasonably be expected to put him/her at any risk in using the facility or gear than that of a healthy woman/man of his/her age.

2) Default

SLO Coast Kayaks has the right to revoke the Client's contract in writing to the client if;

- a) any information given by the member on the previous pages is false at its time given;
- b) the client breaches any of the rules of this agreement or the rules of the facility;
- c) the client fails to make any payment under the agreement within ten days of the time it becomes due.

3) Refunds, Transfers, and Cancellation by Client

This agreement is non-refundable and non-transferable by the Client and may not be cancelled by the Client, except: a) pursuant to the right of cancellation set out on the front of this agreement, and

4) Notice of Right of Cancellation

a) In the event that the client wishes to cancel the kayak and SUP rental services following the 10 days after the date of acceptance, the client must give notice of cancellation by personal delivery and will pay for any services provided.

b) Cancellations can be done via email, phone but MUST be followed up in writing to be officially put into effect.

5) Location

Should SLO Coast Kayaks be unavailable for the Client's use due to no fault of Client's, then SLO Coast Kayaks will reimburse 'HOURS' for rentals at Current Rate. This does not apply to Acts of God (Conditions & Unsafe Kayaking due to Conditions).

6) Compliance with Rules and Regulations

The Client agrees to comply with the rules and regulations posted by SLO Coast Kayaks, relating to the use of the facility and rental equipment; including safety, acceptable clothing and footwear, and conduct.

7) Duty of Care

The Client agrees to exercise ordinary care while using the facilities and rental equipment for the protection of the Client, SLO Coast Kayaks and others public members.

8) Lost or Stolen Property

SLO Coast Kayaks is not liable for any stolen or lost property of the Client or guest. Each kayak or rental equipment is, upon checkout, the responsibility of the Client.

9) Indulgences

No failure or delay by SLO Coast Kayaks in enforcing any right under this agreement will operate as a waiver of that right under this agreement or prevent SLO Coast Kayaks from exercising any other right under this Agreement. No amendment or waiver of any term of this agreement will be effective unless it is in writing, except as otherwise provided here.

11) Severability

If any provision of this agreement is found to be invalid or unenforceable, it will be considered separate and severable from this agreement and will not affect the validity or enforceability of any other term of this agreement.

12) Law

This agreement will be governed by the law of the State of California.

Release and Indemnity Agreement

I acknowledge that the rental of kayaks and Stand Up Paddleboards (SUP) offered at SLO Coast Kayaks, LLC can provide for strenuous physical exercise, and I am aware of the inherent risk of serious physical injury and other dangers associated with the use of the equipment and the programs, along with the ocean/water environment. In consideration for SLO Coast Kayaks providing me with Monthly Subscription Kayak and SUP Rental Services, I hereby accept and fully assume all such risks and dangers and the possibility of personal injury, death, and property damage or loss resulting from such use and participation. I also hereby release, save harmless and indemnify SLO Coast Kayaks and all employees at SLO Coast Kayaks, from any and all claims, actions, costs, expenses and demands in respect to death, injury, loss or damage that I or my next of kin may suffer arising out of or in connection with my use of the equipment, my participation in the sport of ocean kayaking or stand up paddleboarding, and programs of SLO Coast Kayaks, due to any cause whatsoever, including without limitation, the negligence of SLO Coast Kayaks and its facility, and any one or more of the employees of SLO Coast Kayaks. I agree that the Release and Indemnity Agreement prior to signing and I am fully aware that by signing this agreement I am affecting my legal rights.

Clients Signature

Date

SLO Coast Kayaks, owner/director

Date