



STORAGE AND RENTAL CENTER, LLC. (SRC)
OMAHA NORFOLK YANKTON
10702 S. 144TH ST. 84617 N HWY 81 3706 WEST 7TH ST.
OMAHA, NE 68138 NORFOLK, NE 68701 YANKTON, SD 57078
OFFICE MAILING ADDRESS: P.O. Box 2047 NORFOLK, NE 68702-2047
1-855-722-5658 WWW.STORAGEANDRENTALCENTER.COM



Renter: _____ **Phone #** _____

Address: _____ **City:** _____ **St:** _____ **Zip:** _____

Copy's of Drivers License **Copy of Insurance Card** **Social Security#:** _____

Check Out Date	Check In Date	Payment Information
____/____/20____	____/____/20____	CC____ Cash____ Check____ Check#_____
Check Out Location:	Check In Location:	Name On Card:
Omaha ____ NB:____	Omaha ____ NB:____	CC #
Norfolk ____ Yankton: ____	Norfolk ____ Yankton: ____	Exp Date: CVC #

Pontoon VIN# _____ Motor# _____ Trailer VIN# _____ Picnic Table VIN# _____

Boat: _____ Motor: _____ Trailer: _____

5 x 10/6 x 12 Cargo Single Axle	7 x 14/7 x 16 Cargo Tandem Axle	Dump Trailer	Car Hauler	Pontoon/Boat Motor Trailer	Picnic Table
Replacement Cost \$3,500/\$3,900	Replacement Cost \$4,800/\$5,200	Replacement Cost \$8,500	Replacement Cost \$5,500	Replacement Cost \$_____	Replacement Cost \$3,500
Daily - \$60	Daily - \$75	Daily - \$125	Daily - \$100	Daily - \$550	Daily - \$45
Weekend - \$85	Weekend - \$125	Weekend - \$200	Weekend - \$125	Weekend - \$850	Wknd - \$75
Weekly - \$150	Weekly - \$250	Weekly - \$350	Weekly - \$250	Weekly - \$1,250	Wkly - \$250
Month - \$400	Month - \$600	Month - \$750	Month - \$450		

100 Miles+\$25	Straps \$1.50 Each	Blanket \$1.00 Each	Receiver \$5.00	Wheel Chock \$5.00 Each	Flat to Round \$1.50	Neo Jacket \$5.00 Each	Paradise Pad \$50.00 / \$100.00	Tube & Rope \$50.00
\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

<small>The premium you pay covers the amount of physical damage done to the piece of equipment rented above, up to a maximum of \$10,000. This insurance does not assume liability coverage for yourself, or anyone in, on or around the equipment. You still have responsibility to carry liability coverage for any and all damages to other parties. You agree to indemnify and hold harmless SRC and it's affiliates of any and all claims, demands, damages, regardless of cause for your use, operation or possession of this equipment.</small>	Pontoon Physical Damage Insurance	Trailer Physical Damage Insurance	Picnic Table Physical Damage Insurance
	\$75 Per Day	\$25 Per Day	\$10 Per Day

Renter Responsibilities - Renter agrees that he (she) is responsible for any and all bodily injury or physical damage that may occur while rental equipment is in his/(her) possession. Renter agrees to hold the owner (Storage and Rental Center, LLC. and its affiliates) absolutely harmless from any responsibility for any claims whatsoever during the time between pickup and drop off of said equipment.

Damage Disclosure: The Renter agrees that rental equipment is valued at (\$ See Above) and agrees to pay the owner up to this amount for any damage to the rental equipment. Repair cost will be determined solely by SRC's choice of a Nebraska qualified repair company.

You have notified your insurance agent of your intentions to haul/use this rental equipment. You have been advised by your agent that your liability and physical damage insurance covers your risk of liability for injury or damage to others or their property and your insurance policy has been endorsed accordingly.

By signing below you acknowledge that you have been given an opportunity to read and agree to the Terms and Conditions of this Agreements on front and back before being asked to sign. Renter Print: _____ Renter Signature: _____ Date: _____	Rental Price	\$
	Add On(s)	\$
	Sales Tax (4% SD) (5.5% NE)	\$
	Total Collected	\$
	Form of Payment:	Cash Check #: CC

COMMERCIAL TRAILER RENTAL AGREEMENT TERMS AND CONDITIONS—PRIMARY

- 1. Definitions.** "Agreement" means all terms and conditions found on this form page and any other documents you sign or that we give you at the time of rental. "You" or "your" means the person identified as the Renter or additional Renter on this form, all Authorized Drivers, and any person or organization to whom charges are billed by us at its or the Renters' direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the business renting the equipment to you. "Authorized Driver" means you and any additional driver listed by us on this Agreement. "Equipment" means the trailer, pontoon or picnic table identified in this Agreement and any rental equipment we substitute for it. "Loss of Use" means the loss of our right to use the Equipment for any reason because of damage to it or loss of it during this rental. Loss of Use is calculated by multiplying the number of days from the date of loss or damage to the Equipment until it is replaced or repaired times the daily rental rate. "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the value of the Trailer after its repair. If we elect not to repair the Trailer "Diminished Value" means the difference between the actual cash value of the Trailer just prior to damage or loss less the salvage or sale value of the Trailer.
- 2. Rental, Indemnity and Warranties.** This is a contract for rental of the Trailer. We may repossess the Trailer at your expense without notice to you, if the Trailer is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. **We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.**
- 3. Condition and Return of Trailer.** You must return the Trailer to the place and on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Trailer is returned after closing hours, you remain responsible for the safety of, and any damage to, the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.
- 4. Responsibility for Damage or Loss; Reporting to Police.** You are responsible all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair or the actual retail cash value of the Trailer if it is not repairable or if we elect not to repair it. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim. You must report all accidents involving the Trailer to us and the police within 24 hours of occurrence.
- 5. Prohibited Uses.** The following uses of Trailer are prohibited: **(a) transporting dangerous or hazardous items or illegal materiel; (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a Renter or an Authorized Driver; (e) any use of the Trailer by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (f) use of the Trailer in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (g) use of the Trailer outside the United States or Canada; (h) use of the Trailer when loaded beyond its capacity, as determined by the manufacturer of the Trailer; (i) towing the Trailer through or under any structure without sufficient overhead or side clearance; (j) use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (k) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (l) damaging the Trailer by your intentional, wanton, willful or reckless conduct; and, (m) damaging the Trailer by placing signs, lettering or painting on the Trailer.**
- 6. Insurance.** We provide primary collision and comprehensive insurance on the Trailer with a per-occurrence deductible. Our insurance has a per-occurrence deductible, the amount of which is shown as Dealers' Deductible on the reverse. You are responsible for damage to the Trailer up to the deductible amount. The coverage does not extend to the contents of the Trailer. You must provide liability insurance coverage on the Trailer through the motor vehicle insurance policy covering the towing vehicle.
- 7. Charges.** You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us or the Trailer; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$100 for each such charge; (d) all costs we incur recovering the Trailer if you fail to return it as agreed above; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a 5% late payment fee on all amounts paid past the due date; (g) \$100 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (h) a reasonable fee not to exceed \$500 to clean the Trailer, if returned substantially less clean than when rented. We will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in.
- 8. Deposit.** We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the Trailer.
- 9. Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.
- 10.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

RENTAL AGREEMENT & RELEASE OF LIABILITY FOR PONTOON

STORAGE AND RENTAL CENTER, LLC OMAHA 402-334-8232 NORFOLK 402-379-2628 SCOTT 402-649-2357 EMERGENCY 911

RENTAL ITEMS AND FEE(S) & SECURITY DEPOSIT MUST BE PAID IN ADVANCE. STORAGE AND RENTAL CENTER, LLC also known as "SRC"

SECURITY DEPOSIT: A security deposit of \$500.00 is required for the Pontoon Rental Equipment. Upon return of said Pontoon Rental Equipment, SRC shall return the Customer's security deposit, less any amount due for the cost of repairs to, the cleaning of or replacement of Pontoon Rental(s).

ACCEPTANCE OF RENTAL EQUIPMENT: By accepting the Rental Equipment the Customer has examined the craft and acknowledged that the Pontoon Rental Equipment is in good operating condition "SEAWORTHY" and properly outfitted. Customers waives any claim against the company due to defective or faulty Rental Equipment.

EARLY RETURN, CANCELLATION AND NO SHOW, POLICIES: No Refund will be given to the rentals returned early. All cancellations must be made at least two weeks prior to their scheduled rental time. A cancellation fee of \$250.00 will be due for any cancellations within two weeks of rental dates. Should the lessens not show up to accept the rental equipment, for what ever reason, SRC will charge the Lessee for the full rental as if the Lessee was still renting the equipment. SRC will charge and keep the full rental payment and deposit.

TIME AND PLACE OF RETURN: The Lessee will return the Rental Equipment to SRC's facility and/or the dock at the time & date specified on the Check Out/Check In sheet. If the Lessee fails to return the Rental Equipment as specified the Lessee agrees to pay additional **LATE FEES, of normal rental rates per day the equipment is late. The equipment is considered late if not returned by 8PM of the last day rented.**

CLEANING FEES: The customer will return the Rental Equipment "broom cleaned" and without trash, reasonable wear and tear accepted. A \$100 cleaning fee will be applied if the craft comes back not cleaned.

CARE AND USE OF RENTAL EQUIPMENT: Customers will not use the Rental Equipment or permits others to use the Rental Equipment in any manner that is unsafe, negligent, or unlawful. The Lessee may not sublease/loan equipment out.

CRAFT RULES: ABSOLUTELY NO PETS, GRILLS, SMOKING OR DRINKING OF ALCOHOL ON RENTAL EQUIPMENT. If caught doing any of stated above activities, entire deposit will be forfeited.

RESPONSIBILITY FOR THE DAMAGES WHILE IN CUSTODY OF RENTAL EQUIPMENT: The Lessee acknowledges and accepts final responsibility for damages to, or loss, (any/all) Rental Equipment up to the full replacement value, except normal wear and tear. The Lessee accepts full and complete responsibility for the damage to any property associated with the use of the Rental Equipment. Customers authorizes SRC to retain Security Deposit and Card Card to cover cost occurred for said damage or repairs.

The Lessee is advised and acknowledge that the engine damage or prop damage, such as sucking sand or debris into intakes can cause serious damage to the engine. In the event ether is apparent damage, Lessee agree to pay a diagnostic fee of \$118 to determine the nature and extent of the damage. If it is determined the Lessee has caused damage, the Lessee agrees to pay the standard labor rate of \$118 per hour, plus cost of parts.

In the event of malfunction, or breakdown, or any defect is found after the craft is rented, please report to SRC immediately. Continued use shall be at the risk of the Lessee and they assume all liability.

FUEL: All fuel tanks will be full when picked up/delivered to the Renter and tanks must be returned full of unleaded fuel. **NO ETHANOL FUEL.** If the water craft is not returned full of fuel, than SRC will charge a fee of \$55, plus the current price of gas to top off tanks. Fees will be charged using the Renters credit card on this agreement or retained from the security deposit.

LESSEE'S COMPLIANCE WITH LAW: Lessee will, at its own expense, comply with all federal, state and local laws and regulations affecting the equipment and its use and operation.

DISCLAIMER: Customers acknowledges and agrees that SRC is not responsible for the loss or damage to any personal property of Customer, including any property left on or in the Rental Equipment by Renter. SRC is not responsible for the loss of any time of the use of Rental Equipment due to the Rental Equipment's failure, poor weather conditions, illness of Renter or accidents or for any other reason.

ACCIDENTS: Customers will notify SRC immediately after the occurrence of any accident or other events involving the Rental Equipment that results in injury to any person or damage to any property.

PASSENGER VESSEL SAFETY ACT ADVISORY: The maximum number of passengers or weight for watercraft rental is listed inside the watercraft. Non-compliance will result in loss of craft, possible fine(s) and no refund.

INSURANCE: I understand and accept that **NO** medical or other insurance or benefits are being provided to me. I have acknowledged and assume all risks related to any activity in which I or my dependents/passengers engage and I understand and accept that I am responsible for all damage up the replacement value of the rental equipment rented and for all accidents and injury to any person or property.

PHYSICAL & MENTAL CONDITIONS: I certify that I and my dependents/passengers are in good health and have not consumed any alcohol or drugs during the past 24 hours which could impair our ability to safely operate the SRC rental equipment. Furthermore, there is no physical condition, disability, impairment or injury which would make it difficult or dangerous for me or my dependents/passengers to participate in any water craft activity, or which would impair my ability to knowingly and voluntarily enter into a Rental Agreement.

DISCLOSURE & ASSUMPTION OF RISKS: I am aware that boating, water-skiing, wake boarding, tube riding or being a passenger in a boat or any other equipment on a lake or other body of water, and any other activity in which I am about to voluntarily engage bears unknown risks which could result in injury, death, illness, mental or physical harm to my self and others, and/or damage to my property or the property of others. I voluntarily assume and accept the risks of any injury or harm to my person, my children, and/or any of my dependents/passengers and to my property and/or my children's property and/or my dependent's/passenger's property which may result from these or any other hazards arising from any activity in which I may participate with SRC Rental Equipment. This assumption of risks included the risk of injury or harm, which may be caused by acts or omissions or negligence by the Storage and Rental Center LLC, it's officers, directors, employees, managers, agents, owners and any other persons/companies affiliated with SRC.

RELEASE AND DISCHARGE: I understand and agree that by signing this rental agreement and liability release I and voluntarily assuming risks and forever release and waive my right I, my heirs, assigns, personal representative and estate my have to recover damages, attorney fees, costs or other amounts from SRC officers, directors, employees, managers, owners, members, agents, or any other persons/companies affiliated with SRC for any injury or harm (including death) to my self, my children or other dependents/passengers or others resulting from risks and hazards from activity in which I may be engaged in with the rental equipment from SRC. I agree to follow all SRC Safety Rules, including wearing a life jacket, to obey all posted signs, lake regulations and all other written or verbal instructions associated with the use of Rental Equipment.

COVENANT OF GOOD FAITH: Lessee recognizes that SRC will operate under covenant of good faith and fair dealing, but SRC my find it necessary to terminate an activity due to forces of nature, medical necessities, unsafe use of craft or other problems; and/or terminate the participation of any person that SRC judges to be incapable of meeting the rigors or requirements of participation in the activity. Lessee accepts SRC right to take such action for the safety of Lessee and/or others participants/passengers.

ACKNOWLEDGEMENT: I the Customer, acknowledge that I have read and understand this entire Rental Agreement & Release and will be bound by all provisions with said agreement. If any part or provision of this Rental Agreement is deemed invalid or unenforceable, the remainder of the agreement shall remain in full force. With my signature, I also authorize SRC to bill by credit card for damages or additional service fees resulting from this rental.

To the fullest extent permitted by law, the Lessee shall fully indemnify, defend and hold harmless, and defend SRC from and against all suites, claims, actions, lawsuits (including but not limited to attorney's fees and litigations expense) arising directly or indirectly out of or in connection with the boats rental herein undertaken or resulting out of or in connection with this rental.

Lessee: Has contacted his/her insurance company and have been approved to rent this equipment

Lessee: Lessee has provided SRC a copy of Lessee's Drivers's License.

Lessee: SRC has answered any and all questions Lessee has about this rental equipment, including but not limited to: Unloading/loading boat, started and ran motor and showed how to operate, went over gauges and electronics, showed where all Life Vets and Safety items are located in boat.

Lessee: Is aware that any operator born after Dec. 31, 1985 must have successfully completed the Nebraska boating safety course and be in possession of valid certificate. Nonresidents may present certification from their state or another source approved by the National Associated of State Boating Law Administrators.