

# TAHQAMENON FALLS BOAT RENTAL AGREEMENT

Michigan Falls Hospitality, LLC 6999 N. Lower Campground Lane, Mt. Morris, IL 61054

EMPLOYEE:

DATE:

|  |                   |                   |                           |                                 |  |                      |                    |
|--|-------------------|-------------------|---------------------------|---------------------------------|--|----------------------|--------------------|
| LESSEE -   |                   | ADDRESS -         |                           | Leave Time                      | am   | Promised Return Date | Actual Return Date |
|  |                   |                   |                           |                                 | pm   |                      |                    |
| CITY   | STATE             | ZIP               | CELL PHONE                | Return Time                     | am   | Promised Return Time | Actual Return Time |
|  |                   |                   |                           |                                 | pm   | am                   | pm                 |
| AUTO LICENSE #                                     | ST                | DRIVERS LICENSE # | ST                        | ALT. PHONE                      | <b>EARLY RETURNS WILL NOT RESULT IN REFUND</b> |                      | Max People on Boat |
| CRAFT - MAKE/TYPE                                  | Boat Weight Limit | SIZE              | SERIAL #                  | <b>SAFETY IS PRIORITY ONE!!</b> |  |                      |                    |
|  |                   |                   | CA Certificate of Number: |                                 |  |                      |                    |
| MOTOR - MAKE/TYPE                                  | HP                | SERIAL #          |                           | <b>Charges</b>                  |  |                      |                    |
| <b>ADDITIONAL EQUIPMENT PROVIDED</b>               |                   |                   |                           | PER                             | Day  | \$                   |                    |
|  |                   |                   |                           |                                 | 1/2 Day  | \$                   |                    |
|  |                   |                   |                           |                                 | HRS @  | \$                   |                    |
|  |                   |                   |                           |                                 | ACCESSORIES                                    | \$                   |                    |
|  |                   |                   |                           |                                 | TAX  | \$                   |                    |
|  |                   |                   |                           |                                 | <b>TOTAL RENTAL</b>                            | \$                   |                    |
|  |                   |                   |                           |                                 | OVERTIME CHARGES                               | \$                   |                    |
|  |                   |                   |                           |                                 | DAMAGE LOSSES                                  | \$                   |                    |
|  |                   |                   |                           |                                 | <b>GRAND TOTAL</b>                             | \$                   |                    |
|  |                   |                   |                           |                                 | LESS DEPOSIT                                   | \$                   |                    |
|  | REFUND DUE LESSEE | \$                |                           |                                 |  |                      |                    |
|  | AMT DUE LESSOR    | \$                |                           |                                 |  |                      |                    |
| Special Terms, Comments and/or Conditions (If Any) |                   |                   |                           |                                 |  |                      |                    |

1. In consideration of the agreement herein, LESSOR does lease to the undersigned ("LESSEE") the craft and equipment described herein. LESSEE agrees said craft will not be occupied a greater number of persons than is shown in this agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE POSTED RATE IN THE MARINA OFFICE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.
2. THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED AND THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS PRESENTED IN TRAINING MATERIALS, POSTED IN THE MARINA OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS, LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION, OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH 9 below.
3. This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.
4. LESSEE acknowledges that LESSEE is aware of the risk of injury participating in activities for which the craft and all other equipment are designed including the risk of bodily injury and/or death. LESSEE assumes all risks associated with the use of the craft and equipment by his/herself and minor children. LESSEE acknowledges that he/she has been fully warned and advised that he/she should wear a life vest, and that wearing of such life vest may prevent or reduce severity of injuries and even prevent death from happening. Minors ages 16 and under are required to wear life vests AT ALL TIMES.
5. Credit Card deposits (as provided in the charges section above of this Agreement) shall be retained by LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of damaged, missing or broken equipment; or to be applied to the rental charges upon return of the craft by LESSEE. To the extent that damages to the craft exceed the amount of the security deposit, LESSEE shall be billed by the LESSOR for the full amount of damages caused by LESSEE during the rental period, including reasonable attorney's fees. The foregoing shall not limit LESSOR's ability to seek its further damages at law or equity.
6. LESSEE agrees not to use the rental craft, nor permit the use: for any unlawful purpose, in a careless or negligent manner, while under the influence of alcohol and/or narcotics or any other drug, or by any other person who is not the signatory of this agreement.
7. LESSEE acknowledges that he/she understands and will abide by the **Rules of the Water** document provided at time of rental.
8. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR, or its officers, directors, managers, members, employees, agents, affiliates, successors and assigns (collectively, "LESSOR Parties"), shall not be held liable for damages, releases, discharges, waives and relinquishes any and all claims against LESSOR or LESSOR Parties. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and LESSOR Parties from, and against any and all claims for the loss of or damage to property or injury to persons (including death) resulting in LESSEE's use, misuse, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.
9. LESSEE acknowledges the maximum weight limitation of the watercraft being rented to be \_\_\_\_\_ and further acknowledges that if stated weight limit is exceeded Advenco, LLC will be held harmless and not liable for any physical harm or loss of property.
10. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this agreement by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county and state of LESSOR. This agreement shall be governed by the laws of the state of LESSOR.
11. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may arise as a result of its continued use.
12. LESSOR's ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous LESSEE, or any other cause beyond the LESSOR's control.
13. LESSOR reserves the right to cancel this Agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.
14. The rules and regulations contained herein and as presented in the training video or posted in the office, on the craft, and/or the grounds by LESSOR are for the safety and welfare of all who use the facilities. LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules. If at any time LESSOR determines that LESSEE has engaged in an unsafe or hazardous use of the craft, LESSOR may immediately terminate the rental. Upon notification of termination, LESSEE must return the craft to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, LESSEE will not be refunded his/her security deposit. LESSOR shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous".
15. Should any term or condition of this Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
16. THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RULES AND RATE INFORMATION POSTED IN THE MARINA OFFICE.

**This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same document. An electronic signature of either party including by Smartwaiver, shall constitute an original signature of such party for all purpose and is binding on said party.**

LESSOR

LESSEE

Michigan Falls Hospitality, LLC

X \_\_\_\_\_ DATE \_\_\_\_\_

(I am of Legal Age)

By: \_\_\_\_\_

X \_\_\_\_\_ DATE \_\_\_\_\_

(I am of Legal Age)

RECEIPT OF PAYMENT FOR RESERVATION

RECEIVED OF \_\_\_\_\_ \$ \_\_\_\_\_ to be applied on the rental of the craft and equipment described herein for period stated above. This deposit will be credited in full on the rental costs involved and/or reimbursement of articles damaged, broken or missing.

Date: \_\_\_\_\_

By: \_\_\_\_\_