

WESTERN MICHIGAN RENTALS

3696 E. Bard
Twin Lake, MI 49457

Boat Rental Contract:

Rental Date: _____ Week ___ Full Day
Boat: _____
Start time: _____
End time: _____
Rental Fee: _____ (Includes Tax)
Deposit: _____
Lake: _____ (Boat may not leave this body of water)

****Rental Fee Does Not Include Fuel – Boat Must Be Returned Full of Fuel or Renter Will be Charged the Cost of the Fuel plus a \$100 charge**

****ALL RENTERS AND ANYONE OPERATING THE BOAT MUST BE AT LEAST 26 YEARS OF AGE AND PROVIDE PROOF OF AGE****

Name: _____
Date of booking: ___/___/___
Address: _____
City: _____
State: _____
Zip Code: _____
Phone or Cell Phone: _____
E-Mail _____
Drivers License #: _____ State: _____
DOB: _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Credit Card Number: _____ - _____ - _____
Exact Name on Credit Card: _____
Exp. Date _____
CVV2 _____
Billing Address if different from above: _____

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Western Michigan Boat Rental, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the boat and equipment described herein. In the event the boat is not returned at the time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$10 per every 5 minutes late and forfeits their full deposit after 30 minutes.

Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE BOAT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE BOAT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL BOAT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. LESSEE agrees said boat will not be occupied by more than 10 persons. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from _____ and will operate said boat within limits of _____ and I (We) have familiarized myself/ourselves with a chart of the area.

Initial: _____

NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE. THE BOAT MAY NOT BE OPERATED FROM DAWN TO DUSK.

Initial: _____

TUBING AND PULLING OF FLOTATION DEVICES IS PERMITTED, PROVIDED THAT OPERATOR ACKNOWLEDGES THAT SUCH ACTIVITIES ARE DANGEROUS AND HOLDS WESTERN MICHIGAN BOAT RENTAL, LLC HARMLESS FROM ANY AND ALL LIABILITY FOR INJURY, DEATH OR PROPERTY DAMAGE.

Initial: _____

I authorize and allow WESTERN MICHIGAN BOAT RENTAL, LLC to charge my credit card for any damages to or loss of boat and equipment at replacement costs. Boat rental price does not include refueling, or fuel taxes. Boat must be refueled at WESTERN MICHIGAN BOAT RENTAL, LLC and the tank FULL when the boat is turned in.

Initial: _____

LESSEE agrees not to use, nor permit the use:

- a. of the rental boat for any unlawful purpose;
- b. of the rental boat in a careless or negligent manner;
- c. of the rental boat while under the influence of liquor or narcotics; or any other drugs;
- d. by any other person not the signatory of the agreement, not at least 26 years of age, or not equally qualified.

Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental boat. LESSEE FUTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental boat. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial: _____

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report it to LESSOR by telephone at 231.638.6985. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial: _____

LESSOR'S ability to provide a rental boat if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

Initial: _____

The rules and regulations contained herein and as posted in the office, on the boat and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial: _____

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

Initial: _____

This Rental Agreement is conditioned upon the execution by all users of the boat of a WAIVER AND RELEASE OF LIABILITY in the form set forth herein as Exhibit "A." The WAIVER AND RELEASE OF LIABILITY will be collected at the time of rental.

Initial: _____

The boat may not leave the body of water for which it is rented. Failure to abide by this rule will result in the immediate termination of this agreement and the forfeiture of my deposit.

Initial: _____

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT I AM WAIVING IMPORTANT LEGAL RIGHTS, SUCH AS THE RIGHT TO BRING ANY ACTION FOR ANY INJURIES SUSTAINED IN RELATION TO MY USE OF THE BOAT. I FURTHER AGREE THAT I HAVE HAD THE OPPORTUNITY TO OBTAIN A PROFESSIONAL OPINION IN RELATION TO THIS AGREEMENT.

LESSEE: _____

DATE: _____

Initial: _____

EXHIBIT A

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. **DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Western Michigan Boat Rental, LLC. If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Western Michigan Boat Rental, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Western Michigan Boat Rental, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Western Michigan Boat Rental, LLC.

II. **ACKNOWLEDGEMENT OF RISKS** – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the boat's, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

III. **EXPRESS ASSUMPTION OF RISK** - The undersign hereby agrees that he/she is renting, operating or using the equipment provided Western Michigan Boat Rental, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Western Michigan Boat Rental, LLC.

IV. **WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Western Michigan Boat Rental, LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any 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 Western Michigan Boat Rental, LLC. regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Western Michigan Boat Rental, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Western Michigan Boat Rental, LLC shall not be responsible for such injuries, damages, loss or theft. **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY WESTERN MICHIGAN BOAT RENTAL, LLC**, 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 Western Michigan Boat Rental, LLC.

V. **LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Western Michigan Boat Rental, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boat's 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 Western Michigan Boat Rental LLC, even if such damages arise out of the negligence or fault of Western Michigan Boat Rental, LLC.

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and 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 another rental facility, but has chosen to rent, operate, or use equipment from Western Michigan Boat Rental, LLC 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 Western Michigan Boat Rental, LLC for Western Michigan Boat Rental, LLC's negligence.

I have read this release and understand that I am waiving important legal rights, such as the right to bring any action for any injuries sustained in relation to my use of the boat. I further agree that I have had the opportunity to obtain a professional opinion in relation to this release.

Print Name: _____

Signature: _____

DATE _____

Minor Children (Print name)

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____