Sugar Springs Marine

& Storage LLC

Sales • Service • Parts • Boatlifts & Docking • Boat Storage

989-246-0281

2285 W. Sugar River Rd. • Gladwin, MI 48624 www.sugarspringsmarine.com

SUGAR SPRINGS MARINE ("LESSOR") RENTAL AGREEMENT & WAIVER OF LIABILITY

| Rent To | (Lessee) | | F | -mail | | | | |
|-----------------|---|---|--|--|---|--|-----------------|--|
| Mailing Address | | | | | | | | |
| Home Phone | | | | | | | | |
| D.O.BD | | | | | | | | |
| Deposit | t Taken Credit Card last 4#'s | Circle Typ | e: Visa | Master Card | | | | |
| | | | Boat Pick Up Date Boat | | | at Return Date |) | |
| | | | Circle Type: Same as Above Visa Master C | | | | | |
| Deposit | of \$ Returned To: | Date | Deposit r | eturned only | after equipm | ent is checke | ed by attendant | |
| | | | (C | Out) | (Du | e In) | | |
| Quantity | Description of Equipment | | Time | Date | Time | Date | Rental Charge | |
| | Boat: | | | | | | | |
| | Life Preservers | | | | | | | |
| | Tubes (Oasis V-Toon Only) | | | | | | | |
| | Other Items: | | | | | | | |
| | | | 1 | 1 | | Sub-Total \$ | | |
| | CANCELLATIO | ON FEE: \$50. | FEE: \$50.00 | | | Deposit Given \$ | | |
| | | | | | | Total Due \$ | | |
| * A II | tal baseta sanna annihumad usitib a falli | Fine Fedinancial a | | | | | | |
| | tal boats come equipped with a full ent Operators & Passengers (Equipr | | | | | | | |
| Name: _ | | Age: | Drivers | s License # _ | | | | |
| Name: _ | | Age: | e: Drivers License # | | | | | |
| Name: _ | | Age: | Drivers | s License # _ | | | | |
| Boater 9 | Safety Instructions Given: | | | | | | | |
| Lessee l | Notes: Upon re A late fee of \$50.00 will be ", I have read, understand and age therein acknowledges receipt of a as well as the attached Sugar Sp Equipment | De charged fo gree to Terms ar a copy of this ag | r every one of the condition of the cond | e half (1/2) sas set forth has read an ulations. | hour after on BOTH si d agrees to | "due-in" til ides of the a be bound by | greement. | |
| | LESSEE'S SIGNATUF | RE | | | DAT | E | _ | |

Marina copy White Rental copy Yellow

The undersigned hereunder referred to "Lessee" agrees to the following terms and conditions:

- 1. Lessee acknowledges receipt of the above-described Equipment and acknowledges that the Equipment was in good and serviceable condition. Lessee agrees that Lessee is responsible for the safety of the Equipment and further agrees to assume full responsibility for any injury or damage which may be incurred either to persons or property, while the Equipment is in Lessee's possession.
- 2. Only the parties hereto and those persons whose names are listed above are authorized to use said Equipment, and lessee will not permit said Equipment to be used by any other person without the express consent of the Lessor.
- **3.** Lessee agrees that in the event the Equipment becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly return it to Lessor, otherwise Lessee will be charged for its use.
- **4.** At the "Due In" time, Lessee will promptly return the Equipment and all attachments and parts belonging thereto, to the Lessor's place of business, in the same condition as such Equipment was received, ordinary wear and tear excepted, and agrees to pay for any damage to or loss of such Equipment while in the possession or control of Lessee hereunder.
- **5.** Lessees of boats (water craft) shall be responsible for operation of the Equipment in a safe manner and in compliance with all federal, state or local laws, which shall include but not be limited to:
 - a. All people on or towed by a water craft must wear a life jacket.
 - b. No wake jumping in heavy boat traffic, or coming unreasonably close to other boats.
 - c. No carrying more people than the water craft was designed to carry;
 - d. Lessee must observe the 100 feet rule; and
 - e. Lessee of a water craft may not allow young people to operate it illegally.
- 6. There shall be a \$25.00 cleaning fee for Equipment when taking pets aboard.
- 7. Lessee will not retain the Equipment beyond the "Due In" time without prior notice to and the consent of Lessor thereto. Lessee will pay rental in advance or immediately upon the return of Equipment. Lessee agrees to pay all collection charges, including a reasonable attorney's fee if the rental is not paid when due.
- 8. Cancellation of reservation must be done forty-eight (48) hours in advance or deposit will be forfeited.
- 9. LESSEE HEREBY WAIVES AND RELEASES LESSOR AND LESSOR'S SUCCESSORS, EMPLOYEES OR OFFICERS FROM ALL CLAIMS FOR INJURIES OR DAMAGES TO LESSEE ARISING OUT OF THE USE OF THE EQUIPMENT. NEITHER LESSOR NOR ITS SUCCESSORS, EMPLOYEES OR OFFICERS SHALL BE LIABLE TO LESSEE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT OR ACCIDENTAL BREAKAGE THEREOF. LESSEE AGREES TO INDEMNIFY AND SAVE HARMLESS THE LESSOR AND LESSOR'S SUCCESSORS, EMPLOYEES OR OFFICERS, AGAINST ALL LOSS, DAMAGE, EXPENSE AND PENALTY ARISING FROM ANY ACTION ON ACCOUNT OF ANY INJURY TO PERSONS OF ANY CHARACTER OCCASIONED BY THE OPERATION, HANDLING OR TRANSPORTATION OF THE EQUIPMENT WHILE THE EQUIPMENT IS IN THE POSSESSION OR CONTROL OF LESSEE.

Lessee herein acknowledges receipt of a copy of this Agreement and has read and agrees to be bound by all terms herein.

| IF DAMAGE OCCURRED DURING THE RENTAL OF THIS BOAT: | | | | | | | | |
|--|----------------------------|--|--|--|--|--|--|--|
| Describe the nature of the damage (attach sketch if necessary) | | | | | | | | |
| l | | | | | | | | |
| | | | | | | | | |
| Estimated cost of the repair or replace the part: \$ | | | | | | | | |
| Paid in full how? Cash or Check Credit Card last 4 #'s Circl | ele Type: Visa Master Card | | | | | | | |
| Additional Information: | | | | | | | | |
| <u></u> | | | | | | | | |
| | | | | | | | | |
| Customer Signature: | | | | | | | | |