



The lessee acknowledges that he/she has carefully examined the craft and finds it is suitable for the purpose for which it is leased and that other accessory equipment is in suitable and acceptable condition: that he/she will maintain both the craft and equipment in a safe and dependable condition while in his/her custody.

The credit card number will be kept by the lessor and any items damaged or missing during the lease will be charged to the credit card.

Lessee agrees not to use, nor permit use:

1. of the rental craft for any unlawful purpose.
2. of the rental craft in a careless or negligent manner
3. of the rental craft while under the influence of liquor and/or narcotics
4. of the rental craft by any other person not he signatory of this agreement

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 the lessee that lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rental craft. Lessee further agrees to indemnify and hold harmless the lessor 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 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.

Lessee expressly agrees to indemnify and hold lessor harmless of, from, and against 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 a suit by lessor to recover possession of said rented property and or to enforce any of the terms, conditions, and or provisions thereof. It is understood and agreed that the 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 the lessor.

In the event of a malfunction, breakdown, or in any defect is discovered after acceptance of the rental craft, that lessee will immediately report the 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 become involved by its continued use.

In the event of a malfunction that renders the craft unusable, it is the responsibility of the lessee to transport the boat to the delivery point for pick up by the lessor.

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

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.

The rules and regulations contained herein are for the safety and welfare of all who use the facilities. The lessee certifies that he/she understands the rules and further assumes the responsibility to see that his/her family and/or guests will obey the rules.

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.

The terms and conditions of this agreement contain the entire understanding between lessee and lessor and that 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.

Boat will be delivered with a full tank of fuel and full tank of XD100 oil. There will be two gallons of XD100 delivered with the boat. When the XD100 from the two gallons is used it will be charged at \$44.95 per gallon. Do not use any other oil in this engine. If you use up the two gallons and need more, call and we will bring you more. The fuel tank holds \_\_\_\_ gallons of fuel and can either be brought back full or we will estimate and charge \_\_\_\_\_ per gallon to fill the tank.

Lessee \_\_\_\_\_