

Grace Landing Cottages
Power Boat Rental Contract
6606 Grace Avenue, Ludington, MI 49431

231.845.8544

Rental Date: _____
Name: _____ **Date of booking:** ____/____/____
Address: _____ **City:** _____ **State:** ____
Zip Code: _____ **Cell Phone:** _____ **E-Mail:** _____
Driver's License #: _____ **State:** ____ **DOB:** _____

****ALL RENTERS AND ANYONE OPERATING THE BOAT MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE****

Credit Card Number: _____ - _____ - _____ - _____
A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Exact Name on Credit Card: _____

Exp. Date: _____ **CVV2:** _____ **Billing Address if different than above:** _____

THIS IS NOT THE PAYMENT FORM. PAYMENTS MUST BE MADE THROUGH PROPERTY MANAGEMENT

LESSEE TO READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Grace Landing Cottages, 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. 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 AS POSTED IN THIS OFFICE OR ON THE BOAT, 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 BOAT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

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 a greater number of persons that is shown in this rental agreement. I, the LESSEE(S) am/are aware of the NO WAKE areas and will not navigate into the bayous. I, the LESSEE(S) will operate that said boat within limits of Hamlin lake from Grace Landing Cottages and I (We) have familiarized myself/ourselves with a chart of the area.

I authorize KIP'S KOTTAGES 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 tax. Boat must be refueled with marine gas only (no ethanol) at the level it was at when first acquiring the rental or a charge at \$5.00 per gallon for use. The LESSEE acknowledges he/she has carefully examined the boat and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe, dependable condition while he/she has custody. Damage done to the propeller will amount to a charge of two hundred dollars (\$200.00).

A major credit card authorization (VISA, MasterCard, Discover, or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of boat by LESSEE.

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 21 years of age, or not equally qualified;

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 FURTHER 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.

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 MASON.

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 231.845.8544. 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.

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.

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

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. 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 unenforceable, then that term shall be deemed severed from this agreement and the enforceability and the remainder shall not e affected and will remain in full force and effect.

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 THEIS RENTAL AGREEMENT.

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

LESSOR: Grace Landing Cottages, by: _____ DATE: _____

LESSEE: _____ DATE: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Grace Landing Cottages *(For purposes of this Waiver and Release, the term “Grace Landing Cottages” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Grace Landing Cottages 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 the undersigned’s minor children. Renter agrees that he/she will disclose to Grace Landing Cottages all potential operates, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Grace Landing Cottages 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 Grace Landing Cottages.

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 herby agrees that he/she is renting, operating or using the equipment provided by Grace Landing Cottages 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 Grace Landing Cottages.

IV. WAIVER/RELEASE OF LIABILITY – By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Grace Landing Cottages form 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 Grace Landing Cottages, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Grace Landing Cottages shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Grace Landing Cottages shall not be responsibilities for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY KIP’S KOTTAGES, 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 Grace Landing Cottages.

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Grace Landing Cottages 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 Grace Landing Cottages, even if such damages arise out of the negligence or fault of Grace Landing Cottages.

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 that 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 Grace Landing Cottages 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 Grace Landing Cottages for Grace Landing Cottages negligence.

RENTER: _____ DATE: _____ Additional Operators or Passengers 1) _____

2) _____ 3) _____

4) _____ 5) _____ 6) _____ 7) _____

8) _____ 9) _____ 10) _____