

Office use only: circle one Boat 820 / Boat 822

Humming Bird? Yes No



Lessee Name: \_\_\_\_\_

Address \_\_\_\_\_

City/St/Zip/Phone \_\_\_\_\_

**WARNING!** PLEASE DO NOT USE THIS EQUIPMENT UNLESS YOU HAVE READ AND UNDERSTAND ITS CONTENTS AND PERSONALLY ACCEPT THE RISKS INVOLVED IN THE USE OF SUCH EQUIPMENT. YOU HAVE REPRESENTED THAT YOU ARE FAMILIAR WITH THE WATERCRAFT AND KNOW HOW TO OPERATE THE WATERCRAFT AND THAT IT IS IN SATISFACTORY OPERATION CONDITION. IF THERE IS ANY DOUBT IN YOUR MIND, DO NOT USE THIS EQUIPMENT. BE AWARE, INJURIES CAN OCCUR. RENTAL OF THE EQUIPMENT DESCRIBED ABOVE IMPLIES ACCEPTANCE OF RISK. READ THIS ENTIRE RENTAL AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.

**Definitions:** For the purpose of this Agreement the following definitions shall apply unless otherwise clearly indicated.

**a. Owner:** Defined as Buskey Bay Resort LLC

**b. Lessee:** Defined as the individual(s) named as Lessee on the front page of this Agreement. Lessee agrees not to permit any other person to use this Watercraft unless identified in this contract.

**c. Watercraft:** Defined as any boat, runabout, cruiser or pontoon boat.

The use of Watercraft is an inherently hazardous and risky activity with many dangers that can cause or contribute to injuries. Injuries can be a common and ordinary occurrence of this activity. Lessees of any Watercraft should understand and realize that by renting by and using said Watercraft, they are agreeing to freely accept and voluntarily assume all risk of personal injury or any kind of property damage resulting from inherent or any other risks. Rental and use for this Watercraft is likewise an agreement by the lessee not to hold Owner or any of its Administrators, Officers, Directors, Employees Staff or Agents liable for any personal injury or property damage that occurs in any way during the use of such equipment. Lessees accept full and absolute responsibility for any and all such damage or injury of any kind which may result from any cause.

If you do not agree to be bound by the terms and conditions of this Acknowledgment and Waiver is an acknowledgement of your agreement to the terms and conditions outlined in this Agreement. Variations in water or weather conditions, ice rocks, vegetation growth, fencing, posts, docks, submerged obstructions, collisions with other users of personal watercraft, or boaters, as well as other hazards and dangers both natural and man-made can occur at any time. By signing this Agreement, Lessees acknowledge that such hazards and dangers exist, agree to safely operate the rented Watercraft so as to be able to avoid collision with any such danger or hazard or otherwise avoid having injured thereby, and expressly assume all risk of injury associated with such dangers or hazards. Lessees further acknowledge that they are at least 21 years of age. Lessee further agrees to be responsible for all property damage to

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the rented Watercraft occurring from whatever cause during the entire rental period until such time as it is properly returned to the Owner; this will include lost rental sales.

By signing this agreement, Lessee acknowledges that they are relying solely upon their own judgment and are not relying upon any representation of any kind made by the Owner or any of its administrators, officers, director, employees, staff or agents.

ALL TERMS AND CONDITIONS ON PREVIOUS PAGE AND THIS PAGE APPLY. PLEASE READ BEFORE SIGNING AND INITIAL, AS NECESSARY.

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

- 1.** It is fully understood that Lessee or Lessees' insurance is responsible for all personal injury, death, damage or other loss, including damage to the rented Watercraft, regardless of fault, including Owner's loss of use.

LESSEES INDEMNIFY AND HOLD OWNER HARMLESS FOR ALL LOSS, LIABILITY, DAMAGE AND EXPENSES, INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES, AS THE RESULT OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE USE OF OPERATIONS OF THE WATERCRAFT. I, HEREBY, WARRANT AND ACKNOWLEDGE, THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, ACKNOWLEDGEMENT AND WAIVER, AND THAT I HAVE VOLUNTARILY RENTED SAID WATERCRAFT KNOWING THAT I WILL BE PERSONALLY LIABLE PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

- 2.** OWNER AGREES TO RENT THIS WATERCRAFT TO LESSEE SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

**a. AUTHORIZED DRIVERS:** The Watercraft may be operated only the lessee and other qualified operators named in this agreement. Lessees agree not to permit any other person to operate the Watercraft. Lessee and any other named operators must be 21 years of age or older. Lessees have represented that they have knowledge of and experience in usage of this type of Watercraft.

**b. USE OF WATERCRAFT:** The Watercraft must be operated in accordance with State Federal and local laws including, but not limited to, all laws regarding the use of alcohol and drugs. It must not be operated in a negligent or reckless fashion or in any race, speed test or contest. The Watercraft may not be used to transport persons or property for hire, not to push or tow any other boat, watercraft, equipment or materials. The Watercraft may not be taken to Eagle Lake. All rental

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boats must be docked or tied up to a shore ½ hour before sunset. It is in direct violation of Buskey Bay Resort LLC to use a watercraft after sunset.

**c. NO GRILLING OR COOKING ON BOAT.** All grilling and/or cooking must be done on land away from the boat or dock.

**d. NO SKIING, TUBING OR PULLING OF PERSONS OR ANY OTHER FLOATING DEVICE.**

**e. 3 gallons of gas are included with rental fee.**

**e. RETURN OF WATERCRAFT:** Lessee agrees to return the Watercraft in its present condition – normal wear and tear expected, to the Owner on or before the due date and time shown on the front of this Agreement or sooner, if demanded by owner. Owner may peacefully repossess the Watercraft, without demand, whenever found if the Watercraft is used in violation of law or this Agreement, is apparently abandoned, or was obtained as the result of any misstatement or fraud. Owner shall not in any way be liable to Lessee for damage resulting from such repossession nor shall it be responsible for the loss or damage to any property of Lessee in the Watercraft. Lessees must assume any damage the Owner's find and list on the damage report upon return of the Watercraft.

**f. AMOUNTS DUE TO OWNER:** Lessee agrees to pay Owner and Owner may charge against Lessees' credit card the following:

**I. Applicable taxes**

**II. All fines, penalties, forfeitures, court costs and out-of-pocket expenses incurred by Owner with respect to Lessees' use of the Watercraft, including violations assessed against Owner, the Watercraft or Lessees.**

**III. Owner's cost and expenses, including reasonable attorney fees incurred in collecting the charges due in repossessing the Watercraft;**

**IV. Full value of any loss or damage to the Watercraft, regardless of fault, including Owner's loss of use.**

**V. EXCESS CLEANING CHARGES** \_\_\_\_\_(Initial) up to \$125.00.

**VI. A towing charge will be imposed on any watercraft that has to be towed due to lessee error in operation of boat TOWING CHARGE**  
\_\_\_\_\_(Initial) up to \$150.00

**IMPORTANT:** IF DAMAGE TO RENTED WATERCRAFT IS COVERED BY THE LESSEES' INSURANCE, PAYMENT BY THE INSURANCE COMPANY WITHIN TIME LIMITS PRESCRIBED BY LAW IS ACCEPTABLE; PROVIDED LESSEES PAY ANY APPLICABLE DEDUCTABLE.

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**LESSEES AGREE THAT ALL DAMAGES, FUEL, AND LATE CHARGES MAY BE APPLIED TO THEIR CREDIT CARD ACCOUNT.**      \_\_\_\_\_ (Initial)

**h. NO AGENCY:** The Watercraft is the property of the Owner. This Agreement is a contract for the use of the Watercraft only. Neither Lessees nor any operator of the Watercraft is or may be deemed the agent, servant or employee of the Owner for any reason or any purpose.

**i. REPAIRS:** Lessee will not permit any repairs to be made to the Watercraft or any liens to be placed upon the Watercraft without the Owner's prior written consent. Lessees are liable for the cost of any unauthorized repairs.

**j. NO ASSIGNMENT:** Lessees cannot and will not transfer or assign this Agreement must be in writing and signed by the Owner or the Administrator.

**DAMAGE REPORT: IF ADDITIONAL DAMAGE IS FOUND FOLLOWING INITIAL WALK-THRU WITH LESSEE, DAMAGE WILL BE ASSUMED BY LESSEE.**      \_\_\_\_\_ (Initial)

**Boat Rented**

\_\_\_\_\_ Sylvania Mirage 820 WS 1367LP with 40 Horse Mercury engine

\_\_\_\_\_ Sylvania Mirage 822 WS 1407VE with 60 Horse Mercury engine

**Gas:** included *up to* 3 gallons per day / 15 gallons on a 7-day rental

**NOTE:** Please note we require a copy of your Driver's license and credit card kept on file until the end of the rental period.

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**PFD NOTICE AND WARNING**

A 2005 state law mandates that all persons 13 years of age and under wear a personal floatation device (PFD) at all times when occupying any boat. Failure to comply could result in a criminal misdemeanor charge, fine and/or imprisonment as well as the possible death by drowning of said person. I have read, understand and fully acknowledge that I will comply with the laws regarding personal floatation devices. I absolve Buskey Bay Resort LLC of any liability as the result of negligence on behalf of the Lessee regarding the use of PFD's for children 13 years of age and under.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### **Buskey Bay Resort LLC Boat Rentals Checklist**

Life Jackets left\_\_\_\_\_return\_\_\_\_\_

Anchor left\_\_\_\_\_return\_\_\_\_\_ Keys\_\_\_\_\_

Navigation Light left\_\_\_\_return\_\_\_\_\_

Prop Condition left \_\_\_\_return\_\_\_\_\_

Fenders left\_\_\_\_return\_\_\_\_\_

Reminders: shallow areas, \$200 for damaged prop

Left X\_\_\_\_\_ Return X\_\_\_\_\_

Missing/Damaged anchor \$50

Damaged Prop \$200

Damaged Rope\$50

Damaged Wench \$350

Dings in Pontoon minimum \$300

Damage seat tears/scratches \$500

Other damages based on cost and repair time and materials