

BOAT RENTAL AGREEMENT AND WAIVER OF LIABILITY

PLEASE PRINT NAME OF PERSON FINANCIALLY RESPONSIBLE FOR BOAT

FIRST AND LAST NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CELL PHONE _____

Renter's Valid DL # _____ State _____ Exp _____ DOB _____ AGE _____

RENTER'S INITIALS AS THEY APPEAR THROUGHOUT _____

_____ **NO WARRANTY** _____ **NO INSURANCE PROVIDED** _____ **DANGEROUS ACTIVITY**

_____ **LATE FEES** If your BOAT returns late, a late fee of:

- \$50.00 for FIRST 30 MINUTES

- then \$100.00 up to one hour and EACH additional hour will be charged in addition to any rental charges.

NO EXCEPTIONS! NO CREDIT FOR EARLY RETURNS!

_____ **EXCESSIVE MUD AND TRASH FEE** Renter is expected to return the BOAT without excess mud and trash or you

will potentially be assessed a cleaning fee **\$75.00**

_____ **DAMAGES:** Renter is responsible for all damages to the BOAT. All renters must sign a rental agreement prior to renting a BOAT. If the rental is damaged the money for damages, INCLUDING DEPOSIT, will be paid for when the rental is returned. There may be additional fees for: damages that are unseen, LOSS OF USE UP TO 14 DAYS, fuel, cleaning, abuse, and late fees.

_____ **DEPOSIT:** RENTER shall pay a \$1,000 security deposit (valid DEBIT credit card only) at the time this rental agreement is signed for each BOAT rented. This deposit will be credited to the RENTER upon termination of this rental agreement, less any expenses incurred to retrieve the BOAT and/or to repair any damage caused in to the BOAT by the RENTER or anyone else during the rental period. If RENTER is paying by NON-DEBIT credit card \$1000.00 security deposit will be charged immediately to credit card if BOAT comes back with any damage. If damages exceed the damage deposit, RENTER agrees to make payment in full immediately upon Northern Route Stay & Play, LLC's presentation of an itemized repair bill, including lost rental time. This security deposit shall not bear interest.

_____ **BAD WEATHER:** Northern Route Stay & Play, LLC reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used. Northern Route Stay & Play's, LLC's ability to provide a rental BOAT, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

_____ **EQUIPMENT CONDITION:** RENTER must be at least 21 years of age acknowledges he/she has carefully examined the BOAT, and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he /she will maintain both BOAT and equipment in a safe, dependable condition while in his/her custody.

_____ **BREAK DOWN/MALFUNCTION:** RENTER assumes full responsibility for the BOAT. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental BOAT, RENTER will immediately report it to Northern Route Stay & Play, LLC. Continued use of the rental BOAT shall be entirely at the RENTER's risk.

_____ **SAFETY** RENTER certifies that he/she understands the rules and regulations and acknowledges his/her responsibility for the safe and proper operation of the BOAT; and for the safety and welfare of other BOAT operators and persons. It is AGREED AND UNDERSTOOD BY RENTER that Northern Route Stay & Play, LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental BOAT.

_____ **HEALTH** RENTER certifies that he/she are in good health, has no physical defects that may be of danger to himself or herself or anyone else, and that he/she is capable of safe operation of this BOAT. Furthermore, RENTER certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

_____ **HOLD NORTHERN ROUTE STAY & PLAY, LLC HARMLESS** RENTER further agrees to indemnify and hold Northern Route Stay & Play, LLC harmless from, and against all claims for loss of/or damage to property or injury to persons (including death) resulting through the use, operation or possession of the rental BOAT. RENTER further agrees to hold Northern Route Stay & Play, LLC harmless should loss or damages occur to any of RENTER's personal property while carried in, or on, the BOAT, including loss or damage caused by malfunction or theft.

_____ **WHAT RENTER CAN'T DO** RENTER agrees **NOT** to use, nor permit the use of the rental BOAT for any unlawful purpose, In a careless or negligent manner, By any other person not the signatory of this agreement.

_____ **RISK OF LOSS OR DAMAGE:** RENTER assumes all risks of loss or damage to the BOAT and equipment from any cause, and agrees to return the BOAT in the condition received from Northern Route Stay & Play, LLC, with the exception of normal wear and tear. RENTER agrees to return this BOAT on or before the expiration of the rental period in the condition it is in now. If an BOAT is damaged or lost, Northern Route Stay & Play, LLC shall have the option of requiring RENTER to restore it to good working order, or replace it with a like BOAT in good repair.

_____ **COVENANT NOT TO SUE LIABILITY AND INDEMNITY:** RENTER hereby agrees to bind him/her self, their heirs, personal representatives and assigns and release and discharge Northern Route Stay & Play, LLC, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which RENTER or RENTER's heirs, personal representatives or assigns may have, or claim to have, against Northern Route Stay & Play, LLC, its owners, employees, agents and assigns. Further, RENTER hereby agrees to defend, indemnify and hold harmless, Northern Route Stay & Play, LLC, its owners, employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out RENTER's out RENTER's operation of the BOAT during the rental period. RENTER agrees to pay all claims brought by third parties resulting from the operation and/or use of the BOAT during the rental period.

_____ **ADDITIONAL COSTS FOR DAMAGES** RENTER expressly agrees to indemnify and hold Northern Route Stay & Play, LLC harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Northern Route Stay & Play, LLC, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Northern Route Stay & Play, LLC to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in Manitowoc County, Wisconsin.

I/WE the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

PRINT

AGE

SIGNATURE

DATE
