

WILGREEN LAKE MARINA
520 Wilgreen Lake Road
Richmond, Kentucky 40475
(859) 623-1881

BOAT RENTAL AGREEMENT

1. THE PARTIES TO THIS AGREEMENT ARE:

1.1 OWNER/LESSOR:

Owner's Name: WILGREEN LAKE MARINA

Owner's Address: 520 Wilgreen Lake Road, Richmond, Kentucky 40475

1.2 RENTER/LESSEE:

Lessee's Full Name: _____

Lessee's Home Address: _____

Lessee's Phone Number: (____) _____ - _____

Lessee's Driver License Number: _____ State of Issue _____

2. SECURITY DEPOSIT: Before departure from Wilgreen Lake Marina, a security deposit of \$_____ will be required. The security deposit will be returned after the rental boat is inspected for damage and rental bill is paid. A major credit card authorization or CASH in the amount stated below shall be retained by the LESSOR as partial compensation for LESSEE's failure to return said rental craft in the same 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 craft by LESSEE. I authorize and allow WILGREEN LAKE MARINA to charge my credit card for any damages or loss of equipment.

DEPOSIT PAID: \$_____.

Check Cash Credit Card: _____ - _____ - _____.

3. RENTAL FEE AND TERM:

3.1 RATE: Rate for said rental shall be \$_____ per DAY.

3.2 TERM: The term for this rental shall commence on ___/___/_____ at 7:00 AM and terminate on ___/___/_____ at 7:00 PM. SORRY, NO PARTIAL DAY RENTALS.

3.3 OTHER FEES: Checklist Fees _____ Fuel Surcharge _____ Other _____

_____.

3.4 TOTAL DUE BEFORE DEPARTURE: \$_____.

4. DESCRIPTION OF BOAT: Make _____ Model _____

Type _____ Registration Number _____

Color _____

5. OVERTIME: In consideration of the agreement herein, WILGREEN LAKE MARINA (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$_____ per each half-hour.

6. SUITABILITY FOR PURPOSE: LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND ANY AND ALL FEDERAL, STATE, AND MUNICIPAL LAWS. LESSEE FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

7. ACCIDENTS AND MALFUNCTIONS MUST BE REPORTED: LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY TO LESSOR. Continued use of damaged watercraft shall be entirely at 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.

8. CAPABILITY OF OPERATOR / RULES OF WATERWAYS: I, _____, the LESSEE, hereby certify that I am experienced and capable in all aspects of the handling and operation of watercraft like and/or similar to the one described herein. LESSEE agrees said watercraft will not be occupied by a greater number of persons than is shown in this rental agreement. LESSEE is aware that Wilgreen Lake is an IDLE SPEED ONLY LAKE, and acknowledges that he/she is responsible for any damage caused by his/her wake. LESSEE agrees that operation of the watercraft described herein is limited to Wilgreen Lake, and LESSEE agrees that he/she will not remove said watercraft from Wilgreen Lake. WATER SKIING, SWIMMING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE SHALL BE LIABLE.

9. PROHIBITED USES: LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;
- b. of the rental craft in a careless or negligent manner;
- c. of the rental craft while under the influence of intoxicating substances, including, but not limited to alcohol, narcotics, or drugs.
- d. by any other person not the signatory of the agreement, or not equally qualified.
- e. of the rental craft after dark.

10. RELEASE OF LIABILITY: LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; 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 craft. 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 from the use, operation or possession of said rental craft. 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 craft, 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 Madison County, Kentucky.

11. BAD WEATHER POLICY: 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.

12. ACKNOWLEDGEMENT OF RULES & REGULATIONS: The rules and regulations contained herein and as posted in the office, on the craft 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.

13. SEVERABILITY: 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 enforceability and the remainder shall not be affected and will remain in full force and effect.

14. FULLY INTEGRATED AGREEMENT: THE TERMS AND CONDITIONS AS SET OUT IN THIS CONTRACT CONSTITUTE THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR, AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH THEREIN.

LESSOR: _____ DATE: ___/___/___
For: WILGREEN LAKE MARINA

LESSEE: _____ DATE: ___/___/___

PRINT NAME: _____