

**FAB Associates, Inc. d.b.a. Clinton Lake Marina
WATERCRAFT RENTAL AGREEMENT**

LESSEE NAME: _____

WATERCRAFT- PONTOON: # _____

NO INDIVIDUAL MAY OPERATE A RENTED/PROVIDED WATERCRAFT OR SERVICE WITHOUT FULLY INITIALING AND SIGNING THIS AGREEMENT.

("Lessee" is a person or persons renting equipment or services. "CLM" is FAB Associates, Inc. d.b.a Clinton Lake Marina)

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, including but not limited to water craft and activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled staff so that you can enjoy an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, or cause accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

Acknowledgment of Risks: Lessee acknowledge that the following describes some, but not all, of the risks: 1) Changing water conditions, wave action and other water craft wakes; 2) Collision with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and man made or natural objects; 3) Wind shear, inclement weather, lighting, variances and extremes of wind, weather and temperature; 4) My sense of balance, physical coordination, ability to operate equipment, swim and/ or follow directions; 5) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 6) Getting in or out of the water craft; 7) Equipment failure or equipment failure do to operator error, and operator error; 8) Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration; 9) Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

Express Assumption of Risks and Responsibility: Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Lessee assumes full responsibility for Lessee, including any minor children for which Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee and guests elect to participate in spite of the risks. Lessee is responsible for protecting skin and eyes from the elements. Lessee agrees to wear a U.S. Coast Guard approved personal flotation device (PFD or Life Jacket) while participating in the activity. This safety requirement is required for children under 13 years of age and all operators and passengers. Participation does include riding on or in any watercraft.

Lessee assumes the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning, oxygen shortage, and/or exposure; head, neck, and/or spinal injuries; bite or attack by animal, insect or marine life; allergic reaction; shock, paralysis or death.

Covenant of Good Faith: Lessee recognizes that CLM, the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person CLM judges to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts CLM's right to take such actions for the safety of Lessee and/or other participants.

Authorization: Lessee hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Lessee and dependents either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Lessee's behalf. Lessee agrees that any film or photographs of Lessee and participants, becomes CLM's property and may be used for promotional or commercial purposes.

Release: In consideration of services or property provided, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agree that: CLM, its principals, directors, officers, agents, employees and volunteers, their insurers and each and every land-owner, municipal and/or governmental agency upon whose property and activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence of CLM or any other person (including Lessee) or entity and I/Lessee hereby release and discharge CLM and insurer, if any, for any such damage.

Terms: In consideration of the covenant provided, CLM agrees to rent to Lessee the described watercraft attached hereto and made a part hereof for the period herein indicated. Lessee accepts full and complete delivery of the boat and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment outlined on the WATERCRAFT CHECK OUT/IN sheet and SAFTEY TIPS & GUIDELINES sheet, which is made a part hereof. Lessee further represents that all information provided, including but not limited to the CLINTON LAKEM MARINA LESSEE INFORMATION FORM, to CLM are true and correct. Lessee agrees to pay all rental fees and other charges provided for in this agreement.

Security Deposits: Lessee will deposit with CLM a security deposit in the amount determined by CLM. Lessee agrees that this deposit shall be for the use of CLM. This security deposit may be applied to satisfy any obligations of Lessee but neither the making of this security deposit or the use thereof by CLM, shall excuse the Lessee from the performance of any such obligation. Violation of any term of this Agreement will lead to forfeiture of the entire Security Deposit. It is further agreed that said security deposit will be increased for the repair of any damages, loss of equipment or loss of use and such charges for consumable items as may have been used and not paid during the term of the use period. In case of damage where the cost of which is not immediately ascertainable the security deposit shall be retained and any portion of this deposit that has not been applied by CLM shall be returned to the Lessee within 30 days of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss.

INITIAL HERE _____ **X**

Condition of Watercraft upon Delivery: CLM hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee certifies that Lessee will examine the watercraft condition before departure and agrees to its condition and that the watercraft is safe, operable, and properly outfitted. Should the Lessee not be present or not ready to accept delivery of the boat, for whatever reason, at the specified time, CLM reserves the right to rent the watercraft to someone else. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements.

I AM AWARE OF AND AGREE TO THE ABOVE WARNINGS, ACKNOWLEDGEMENT OF RISKS, EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY, COVENANT OF GOOD FAITH, AUTHORIZATION, RELEASE, TERMS, SECURITY DEPOSITS, AND CONDITION OF WATERCRAFT UPON DELIVERY TERMS OF THIS AGREEMENT.

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of CLM.

LIMITATION OF WARRANTY: CLM makes no representations, warranties, expressed or implied, except as otherwise contained in this agreement.

Operation: Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS ARE AT LEAST 21 YEARS OF AGE WITH A VALID DRIVER'S LICENSE and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations.

Running Expenses: Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the boat during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of CLM.

Accident, Breakdowns, Upset and Indemnity: In the case of an accident, the Lessee shall notify CLM immediately, Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so for as Lessee can, without serious danger to the boat and its passengers, render to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to cooperate fully, as may be necessary or required with all investigations conducted by CLM or any governmental agency or department. No repairs may be performed to the watercraft without permission from CLM. CLM agrees that should the watercraft after delivery, sustain mechanical failure during normal operation breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the boat by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee, CLM shall make a pro-rata return of rental fees to Lessee. The entire amount of the security deposit shall be forfeited if the watercraft is upset or overturned and such payment shall be in addition to any other charges or damages or lost equipment. Lessee indemnifies and holds CLM harmless from any loss, damages, expense or claim, including any attorneys' fees and costs arising out of Lessee's acts or omission to act.

Inventory and Redelivery: Inventory of equipment and supplies shall be furnished by CLM to the Lessee at the time of delivery, and the Lessee agrees and acknowledges by acceptance of delivery that such inventory is correct and that Lessee has inspected the watercraft, equipment and supplies and has found no defects except those noted in writing at the time of acceptance of delivery. Lessee shall be responsible for payment of damaged or missing items. (Prop \$150; Skeg \$100; Trim Tab \$15; Bimini frame/canvass \$1000; Pins \$10; Paddles \$26/each; Whistle \$5; Life Jackets \$35/each; Fire Extinguisher \$15 – All prices subject to change due to current book prices – If watercraft is damaged beyond repair, Lessee is responsible for complete replacement of said watercraft.) The Lessee hereby agrees to pay all charges incidental to the use of the boat during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received from CLM. The Lessee agrees to surrender the boat at the expiration of Lessee's period of use or earlier in as good as condition and in as clean a condition as when delivery was taken. The Lessee is responsible for allowing sufficient time for unforeseen contingencies to permit Lessee to return at the stated time. A late charge equal \$50 every half-hour or portion thereof will be assessed for any watercraft returning after the said and agreed upon time specified on the watercraft check in/out sheet which is part of this agreement.

Limitation on Use: With respect to the operation of the watercraft during the use period, Lessee herein agrees to comply with the following as well as all other limitations listed herein the above and/or previously mentioned risks, terms, limitations, and responsibilities. 1) Identify all buoys; 2) Obey all no wake area restrictions; 3) Always look in all directions for other watercraft and hazards; 4) When not at wakeless speed, stay at least 60 ft from all other watercraft; 5) Do not attempt jumps or cross the path of another watercraft; 6) Prevent collisions by staying away from other watercraft and steering away from other watercraft while applying appropriate throttle; 7) Board the watercraft from water only while the motor is off; 8) Do not beach the watercraft; 9) Keep away from prop at all times; 10) Report all accidents or damage to the CLM immediately; 11) The Lessee will wear and properly secure a lanyard to him/her and the watercraft's kill switch if applicable to that type of watercraft; 12) The Lessee will not operate the watercraft in less than 5 feet of water; 13) The operation of the watercraft shall be restricted to daylight hours; 14) That no weapons, drugs, or volatile fuels of any kind shall be carried on the boat; 15) Only the Lessee and other authorized operators are permitted to operate the boat; 16) No pets shall be taken aboard the boat; 17) Lessee must abide by all state, city, county and/or all federal boating law; 18) In no circumstances shall Lessee or other authorized operator be permitted to tow a person on any device; 19) Lessee agrees not to carry more than stated as the maximum number of passengers allowed for the watercraft; 20) Lessee acknowledges that the operator of the boat is responsible for the safety and welfare of all passengers on the watercraft; 21) No grills allowed on the watercraft.

I THE LESSEE AND/OR OPERATOR AGREE TO THE OPERATION, RUNNING EXPENSES; ACCIDENT, BREAKDOWNS AND UPSET; INVENTORY AND REDELIVERY; ASSIGNMENT, LIMITATION OF WARRANTY AND LIMITATIONS ON USE TERMS OF THIS AGREEMENT.

INITIAL HERE _____ X

Service and Damage Fee Policy: 1) Watercraft damage (includes hull damage) and loss of equipment fee is as follows; Charges include labor of \$75 per hour plus cost of materials. 2) Propeller damage fee is \$92-\$150 (unrepairable). 3) Clean up fees up to \$75 can be enforced if the watercraft is not returned in the same condition (clean). 4) A refueling service charge up to \$75 plus the cost of fuel and oil consumed during the rental period will be charged in any case where the watercraft has run out of fuel and must be retrieved, or the watercraft was not returned with a full tank of fuel. These charges are listed as examples. Additional charges may be applied dependent upon redelivery. 5) Loss of equipment fee is per watercraft rental check in/out sheet.

By signing this agreement, the Lessee certifies, agrees, and understands all terms, conditions, and obligations outlined herein, and further certifies that Lessee is not now, nor will be, at any time during the operation of the watercraft during the rental period, under the influence of alcoholic beverages, drugs or any other impairment. With this signature Lessee authorizes CLM to bill Lessee's and/or Cardholder's credit card for damages or additional service fees resulting from this rental. Lessor reserves the right to retain the Lessee's or Operator's drivers license until the rental amount is paid in full, the boat or pontoon boat is returned in satisfactory condition, or until any repairs have been agreed upon and paid in full. We have read and understand the rules and regulations of this agreement and agree to abide by them. This agreement shall be binding upon the heirs and successors of the parties. The watercraft check out/in and safety tips and guidelines sheets are part of this agreement.

A COPY OF CONTRACT AVAILABLE UPON REQUEST OF LESSEE.

The parties have signed on this _____ day of _____ 20__

X _____
Lessee

Clinton Lake Marina Rep.

X _____
Operator

X _____
Cardholder

SAFETY TIPS & GUIDELINES

- Never operate boat under the influence of alcohol or drugs.
- Passengers must be seated within the rails while boat is moving.
- Skiing and tubing are not allowed.
- No littering or diving from the boat.
- All children under the age of 13 MUST wear life jackets at all times while on the boat. This is a State Law.
- Keep all gates closed while the boat is moving.
- Make sure the engine and prop are off before boarding the boat.
- Do not go near the prop, even when the engine is off.
- Do not hold bait in the live well or use the live well as a cooler.
- Never drive the boat directly behind a person on water skies or on a tube.
- 2 anchors are provided, one for each end. Tie anchor lines to u bolt, eye bolts or pontoon loops only. Do not tie to railings, ladder or bimini top supports.
- Make sure the ladder is fastened correctly before the boat is moving.
- Do not go under any bridge with the bimini top up. The top must be completely down on the boat to go under a bridge.
- Do not raise the motor out of the water when it is running. It needs to be in the water to pull up water to cool itself.
- If weather conditions become a threat, return to the Marina immediately. Rain is not a threat high winds and lightning are. If you cannot make it back to the Marina, get to a safe place, secure the boat and call us.
- Stay 150 ft. from all buoys marked for obstacles in the lake.
- Raise the motor some anytime you get within 200 feet of the shore or in any cove.
- Sailboats have the right-of-way unless using a propeller to move.
- No Wake or Idle speed to the buoys outside the breakwater.
- Always go between the 2 breakwaters when entering and exiting the marina. Never go between the end of breakwater and shores.
- If a buzzer or alarm goes off, shut the motor off immediately and call the marina.
- Obey all Coast Guard Regulations & Safety Tips there is a pamphlet on the boat explaining these.
- Call “911” for all emergencies.

CLINTON LAKE MARINA

217/736-2727 OR 309/824-9132

I acknowledge that I have received the above “Safety Tips and Guidelines” and I state that I have read and understand each of them and that I will comply with each of them.

Lessee _____