



Michigan Boat Rentals, LLC
Boat Rental Agreement
 PO Box 247
 St. Clair, MI 48079

Lessee Information

Driver / Lessee		
Driver's License #	Expires	Date of Birth
Full Address		
Cell Phone	Email	
Secondary Driver / Lessee	Driver's License #	Expires
Date of Birth	Full Address	
Cell Phone	No. in Party	How many under 6 years old?
Date Renting	Departure Time	Estimated Return Date / Time

Emergency Contact

Name of a person not aboard boat		
Phone	City	State
Relationship		

This lease agreement is between the undersigned Lessee(s) and Michigan Boat Rentals, LLC. The purpose of this agreement is to provide for the lease of a Michigan Boat Rentals, LLC watercraft and equipment to be used for the use and enjoyment of the Blue Water Area's lakes and rivers.

AGREEMENT

In consideration of the Michigan Boat Rentals, LLC, Watercraft Rental Agreement (Rental Agreement), Michigan Boat Rentals, LLC does lease to the undersigned Lessee(s) the watercraft and equipment described in this agreement.

Therefore, the Lessee(s) agree as follows:

1. Lease. Michigan Boat Rentals, LLC, leases to Lessee(s), and Lessee(s) leases from Michigan Boat Rentals, LLC, a **watercraft and the watercraft's accessories and equipment** owned by Michigan Boat Rentals, LLC. Lessee(s) agree to pay the rental fee assigned in this Rental Agreement.

2. Rental. Lessee(s) agree to maintain both the watercraft and its accessories and equipment and safely operate the watercraft in accordance with all safety rules and regulations provided to the Lessee(s). Lessee(s) agrees and understands that he/she is responsible and fully liable for any guests or passengers he/she invites onboard the watercraft. Lessee(s) agree to return the watercraft back to the dock before listed close time with a full tank of gas fueled only at the harbor gas dock. Michigan Boat Rentals, LLC will provide further operational instructions to the Lessee(s) during the Boarding Checklist process prior to departure.

3. Security Deposit. Lessee(s) shall pay a security deposit as required in this agreement. The security deposit will be returned to Lessee(s) provided, that the watercraft and its equipment are returned to Michigan Boat Rentals, LLC's dock on time, the watercraft must be returned with a full tank of gas, and in the same good working condition as said Lessee(s) originally left from the dock in the watercraft, ordinary wear and tear accepted. Except as otherwise stated herein, the security deposit shall be retained by Michigan Boat Rentals, LLC, as partial compensation for failing to return the water craft in as good condition as it originally left the dock; for failing to fill the gas tank; for any damages that result from fuel obtained anywhere besides the harbor gas dock; late returns; for reimbursement of articles damaged, missing or broken equipment; or to be applied to the rental charges upon return of the craft by Lessee(s). Retaining the Lessee(s) security deposit does not prevent Michigan Boat Rentals, LLC's ability to seek future damage claims.

4. Responsibility for Care, Use, and Maintenance of the Watercraft and its Accessories and Equipment.

a. Except as otherwise stated herein, Lessee(s) shall maintain the watercraft and its accessories and equipment in good working condition. The Lessee(s) is solely responsible for any damage to the watercraft and/or damaged or missing accessories and equipment based on the Lessee(s) negligent acts. The Lessee(s) will be responsible for any repairs or replacement necessary to fix or replacement to the watercraft and accessories and equipment based on the Lessee(s) negligent acts.

b. Lessee(s) agrees that the watercraft will be operated by only Lessee(s) who are over the age of 25.

- c. Lessee(s) agree and understand that it is his/her responsibility for the safe and proper operation of the watercraft and is fully advised that:
- the watercraft cannot be used for any unlawful purpose;
 - the watercraft cannot be used in a careless or negligent manner;
 - there will be no use of firearms or weapons of any kind, including projectable firing devices such as air soft, archery, or paintball, or fireworks onboard the watercraft;
 - life jackets must be worn at all times for anyone under the age of 13;
 - tubing or other pull-behind watersports are prohibited while the watercraft is in motion;
 - there are no pets allowed;
 - barbeque grills or heated cookware use is prohibited on the watercraft;
 - the watercraft cannot be operated by a person who is under the influence of liquor and/or narcotics;
 - only the Lessee(s) shall operate and/or drive the watercraft;
 - the watercraft will not be occupied with a greater number of occupants than is permitted for this craft. That number is 12 persons.
- d. Lessee(s) agree to maintain the use of the watercraft and stay within Lake St. Clair, Lake Huron, St. Clair River, Pine River, and Black River. Lessee(s) also acknowledge that the watercraft must be within five (5) miles of the shorelines at all times.
- e. Lessee(s) agrees not to change, alter, or remove the accessories and equipment from the watercraft without first obtaining the written consent of Michigan Boat Rentals, LLC.
- f. Lessee(s) agrees that in the event of severe weather, a malfunction, breakdown of the watercraft, accident, or if any defect is discovered after acceptance of the Rental Agreement that Lessee(s) will immediately notify Michigan Boat Rentals, LLC. Continued use of the watercraft and its accessories and equipment shall be entirely at the Lessee(s)' risk, and therefore the Lessee(s) assume all liabilities of injury and damage to all persons and property that may become involved by its continued use.
- g. Lessee(s) agrees that in the event of any loss, theft, damage, or destruction of all or any part of the watercraft, accessories or equipment, Lessee(s) shall notify Michigan Boat Rentals, LLC immediately. Failure to notify Michigan Boat Rentals, LLC immediately shall be entirely at the Lessee(s)' risk, and therefore the Lessee(s) assume all liabilities of injury and damage to all persons and property regardless of the cause and/or nature of the damage.
- h. Lessee(s) agree and understand that Michigan Boat Rentals, LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the watercraft and/or accessories and equipment. Lessee(s) agrees to indemnify and hold harmless Michigan Boat Rentals, LLC, from and against any and all claims for loss of or damage to property or injury of persons (including death) resulting through the use, operation or possession of the watercraft.
- 5. Personal Property.** Michigan Boat Rentals, LLC is not responsible for any lost, damaged, or stolen personal property of the Lessee(s) and/or their guests. Lessee(s) agree to hold Michigan Boat Rentals, LLC harmless should loss or damages occur to any of the Lessee(s)' or guests' personal property while carried in, or on, the watercraft, including loss or damage caused by fire, water, theft or any other cause whatsoever.
- 6. Return of the Watercraft.** Lessee(s) agree to return the watercraft back to the dock before listed close time. The Lessee(s) further agree that they will return the watercraft with a full tank of gas fueled only from the harbor gas dock. Lessee(s) understand that a surcharge will be added to their rental fee and/or deducted from their security deposit if the watercraft is not returned back to the dock before dark. The Lessee(s) will also be charged a flat rate of \$8.00 per gallon if Michigan Boat Rentals, LLC has to fill the gas tank. Note: Early returns will not result in a refund.
- 7. Indemnification.** Lessee(s) agrees to indemnify, defend, and hold harmless Michigan Boat Rentals, LLC for any loss, damage, or legal actions against Michigan Boat Rentals, LLC as a result of Lessee(s) operation or use of the watercraft during the term of this Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Lessee(s) also agrees and understands he/she will be responsible and fully liable to pay for any tickets, moving violations, law enforcement involvement, border patrol or coastguard involvement, or other citations received while in possession of the watercraft.
- 8. Assignment; Subletting.** Lessee(s) agrees not to assign, sublease, or transfer the leasehold interest in the watercraft, accessories and equipment granted under this Rental Agreement.
- 9. Severability.** If any provisions of this Rental Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.
- 10. Headings.** The headings contained in this Rental Agreement are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this agreement.
- 11. Binding Effect.** This Rental Agreement shall be binding upon and shall inure to the benefit of Michigan Boat Rentals, LLC and Lessee(s) and their respective guests, heirs, administrators, and successors.
- 12. Governing Law.** This Rental Agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Michigan courts over this agreement and over the parties in any proceeding to enforce this agreement.
- 13. Representations and Warranties.** Lessee(s) represents and warrants that Lessee(s) is legally entitled to operate a watercraft under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.

Lessee(s) has been given an opportunity to review the Boarding Checklist and examine the watercraft, accessories and equipment in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the watercraft other than that notated by a separate existing damage document. The Lessee(s) certifies that by signing he/she has read and understands the said terms and conditions outlined in the Rental Agreement and Boarding Checklist and further assumes the responsibility to see that his/her family, and or guest(s) will obey the rules. The Lessee(s) are entering into this agreement freely and voluntarily with full knowledge of all the facts and circumstances; and fully understanding the legal consequences.

Signature Lessee	Date
Signature Secondary Lessee	Date