

**MISSY MAGOO 419-746-9416
PORTSIDE MARINA 419-746-2668
KELLEYS ISLAND, OH
LEASE-RENTAL AGREEMENT**

This agreement this _____ day of _____, _____ between PORTSIDE MARINA LESSOR, herein after COMPANY and the undersigned Renter, called LESSEE.

- 1) The rental terms and conditions set forth on this Agreement shall constitute the full and complete contract between COMPANY, and the LESSEE and no other terms or warranties, express or implied, are hereby made unless specifically set forth herein.
- 2) As an integral part of this lease to the LESSEE, the LESSEE hereby represents to the COMPANY and agrees as follows:
 - a) That he will allow no other person to operate said rental unit.
 - b) That prior to his taking the rental unit, he has examined the property, that the property was then in good operating condition, and that he is fully qualified, both legally and from the standpoint of experience, to operate the same without endangering himself, third parties or their property.
 - c) That during the LESSEE'S operation of said golf cart, he will not consume in any quantity, alcoholic beverages, marijuana or other narcotic substances whatsoever, whether or not prescribed by physician; that he will comply with all state and municipal laws in connection with the operation and use of the golf cart and releases COMPANY from any claim for bodily injury (including death) resulting therefrom, or damage to LESSEE'S property resulting from or arising in connection with LESSEE'S use or possession of the golf cart. LESSEE further agrees to assume liability for the defense of, and to pay, indemnify, and hold the COMPANY harmless from any and all claims for damages, including bodily injury (including death) and property damage resulting from the use, operation of or possession of the rental unit, whether or not it be held or claimed that such claim, damage or injury resulted in whole or in any part from COMPANY'S negligence, from the defective condition of such property or otherwise.
- 3) The LESSEE will return the vehicle with all accessories and equipment to the LESSOR upon completion of the lease or upon the demand of LESSOR or any law enforcement officer.
- 4) That LESSEE is personally liable to pay LESSOR on demand:
 - a) for any damage to or loss of said vehicle regardless of cause and agree to pay the LESSOR on return of said property to LESSOR for all charges incidental to all breakage, shortage, or damages other than ordinary wear to said property, during the term hereof. Parts which are broken, bent, cracked or in any way altered will be replaced with new ones. Charges for said parts shall include cost of the parts, labor, freight and taxes.
 - b) the rental charges.
 - c) any legal costs and attorney's fees incurred by LESSOR as a result of litigation following a breach of this agreement
- 5) This vehicle shall not be operated:
 - a) Off paved roads
 - b) Within State parks, docks or Federal property; Must be back by _____ P.M.
 - c) With more than the cart's capacity as stated below;
 - d) Without the use of a seatbelt
 - e) Without a legal driver's license.

You must be 18 years of age to operate rental unit.

Cart Number: _____
- 6) Any violation of the terms of this agreement or the posted rules and regulations for operation for the rental unit shall result in immediate loss of the rental unit and the deposit. LESSEE is obligated to pay the full rental charges due, plus damages, until the rental unit is recovered from him.
- 7) The rental unit is a licensed motor vehicle in the State of Ohio and all traffic laws of the State of Ohio must be obeyed.
- 8) LESSEE states that by signing this Agreement he has read the posted rules and regulations for operation of the rental unit.

Cell Number: _____

LESSEE Insurance: _____

LESSEE Operator's License: _____

LESSEE

AMT. \$ _____

LESSEE

DEPOSIT \$ _____

MASTERCARD Time In _____

VISA Time Out _____

BALANCE \$ _____

AM-EX Rental Time _____

BY SIGNING THIS AGREEMENT, LESSEE STATES THAT HE HAS READ THE ENTIRE AGREEMENT AND ALL INFORMATION SUPPLIED HEREIN IS TRUE TO THE BEST OF HIS KNOWLEDGE