

BOAT RENTAL AGREEMENT

BETWEEN _____ LESSOR DATE _____

AND

LESSEE'S NAME _____ PHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

VEHICLE DESCRIPTION _____

STARTING DATE/TIME _____ RETURN DATE/TIME _____

BOAT (Make) _____ MOTOR _____ OTHER _____

PROPELLER _____ SKEG _____ OTHER _____

RENTAL RATE _____ LANDING SITE _____

AIR PUMP _____
 LIFE JACKETS _____
 CUSHION / RING _____
 OARS/PADDLES _____
 ANCHOR & LINE _____
 FIRE EXTINGUISHER _____
 SKIS _____
 TUBES _____
 WAKEBOARD _____
 KNEEBOARD _____
 SKI / TUBE ROPE(S) _____
 FENDERS (BUMPER(S)) _____
 OTHER _____

BOAT _____
 EQUIPMENT _____
 DELIVERY _____
 OTHER _____
 SUBTOTAL _____
 TAX 5.5% _____
 TOTAL _____
 DEPOSIT < _____ >
 PLEASE PAY _____

In consideration of the agreement herein, Lessor does lease to the undersigned (hereafter referred to as the Lessee) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown on limitation plate in craft. In the event the craft is not returned at the time specified herein, said LESSEE agrees to pay for overtime.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE SAID 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 WISCONSIN BOATING REGULATIONS AND AS POSTED ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

I (WE) HAVE READ BOTH FRONT AND BACK OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES. THAT I (WE) UNDERSTAND A COPY OF THIS AGREEMENT (IF DESIRED) MUST BE REQUESTED.

PRINCIPAL LESSEE: _____ DATE: _____

LESSOR: _____ DATE: _____

Early returns will not result in a refund

THE LESSEE ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS & CONDITIONS

I(WE) further agree (continued from the other side of this agreement):

1. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.
2. Cash bond deposit (as provided in the statement of charges) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good 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 the craft by LESSEE.
3. 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 liquor and/or narcotics;
 - d. by any other person not the signatory of this agreement, or not equally qualified.
4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft, and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that 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 from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damage occur to any of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR 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 the county of LESSOR.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous LESSEE, or any other cause beyond LESSOR'S control.
8. 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 to see that his/her family and/or guests will obey all the rules.
9. Should any term or condition of this RENTAL AGREEMENT be held void or unenforceable, then that term shall be deemed severed from this agreement and the enforceability of the remainder shall not be effected and will remain in full force and effect.

NOTWITHSTANDING ANY OF THE FOREGOING, LESSEE AND LESSOR UNDERSTAND AND AGREE THAT DAIRYMEN'S INC. IS NOT AN INTERESTED PARTY IN THIS AGREEMENT, THEREFORE, IN CONSIDERATION OF THIS FACT, LESSEE AND LESSOR AGREE TO INDEMNIFY AND HOLD DAIRYMEN'S INC. HARMLESS FROM AND AGAINST, ANY AND ALL CLAIMS FOR LOSS OR DAMAGE TO PROPERTY, OR INJURY TO PERSONS, RESULTING FROM THE USE, OPERATION, OR POSSESSION OF SAID RENTAL CRAFT AND/OR ITS EQUIPMENT OR ACCESSORIES.