

In consideration of the agreement herein, Nokomis Northwoods Rental (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 \$50.00 per each half-hour.

THE 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 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

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake.

I authorize and allow Nokomis Northwoods Rental to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax.

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or 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 he/she has custody.

A major credit card authorization (VISA/MasterCard/AMEX) in the amount of five hundred dollars (\$500.00) 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 craft by LESSEE.

LESSEE agrees not to use, nor permit the use:

Of the rental craft for any unlawful purpose;

Of the rental craft in a careless or negligent manner;

Of the rental craft while under the influence of liquor or narcotics; or any other drugs

By any other person not the signatory of the agreement, or not equally qualified

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 through the use, operation or possession of said rental craft. LESSEE further agrees to hold the

LESSOR harmless should loss or damages occur to any LESSEES 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 the county of LESSOR.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely at the LESSEE risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

LESSORS 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 LESSORS control.

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.

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.

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 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.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS 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 (WE) HAVE READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Rental Check-out and Training

General Boating Safety

1. Maintaining safe speed/monitor surroundings/drive defensively/no aggressive maneuvers
2. Maintaining a safe distance from other boats, objects and people
3. Do not enter the water without a lifejacket on, engine turned off and key removed

4. Conduct a head count before starting the engine
5. Always remain seated while the boat is in motion
6. Absolutely no sitting on the bow, sides or stern
7. Importance of attaching the engine shut-off cord/lanyard
8. Engine start and shut-off procedures
9. Dangers of CO₂
10. Refueling procedures and engine blower use (if applicable)
11. Sound five blasts of the horn or whistle to signal danger or need for assistance
12. Boats do not have breaks – stopping the engine will not stop the boat
13. Proper boat anchoring procedures (if applicable)
14. Navigation rules – local laws, regulations, hazards and navigational markers
15. Towing sports safety, if allowed (i.e. water skiing, wake boarding, tubing)

Houseboat and pontoon boat

1. Keep fingers free from gates and hinges when exiting the boat
2. Proper use of navigation and anchor lights (houseboats only)
3. Keep gates closed and participants seated inside the gated area at all times when engine is running
4. Towing other boats is not permitted
5. If the boat has an upper deck:
 - No one is allowed on the upper deck while the engine is running
 - No jumping from the upper deck
 - A spotter must be present when participants are on the upper deck or using the slide

I agree and understand

1. I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the rented boat.
2. All participants must complete and sign all rental forms; there are to be no additional participants after the checkout procedure is completed.

3. Operation of the boat is not allowed by anyone that is under the influence of any legal or illegal drugs or alcohol.

4. No boat operation from dusk to dawn.

5. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat.

6. I have been provided emergency contact information.

7. LESSEE AND ALL DRIVERS must be 21 years of age and have a VALID BOATERS SAFETY CERTIFICATE (unless born before Jan 1, 1989)