Coosa Island Marina, LLC 1080 Coosa Island Rd Cropwell AL, 35054 Phone (205) 525-5521 CoosaIslandMarina@gmail.com

Vessel rental agreement and release form

Renter's Name	Renter's Phone		
Renter's Address			
Renter's Birth Date	Renter's Email _		
Renter's Drivers License #			
Emergency contact person		Relation	
Address		Phone Number	
Coosa Island Marina, LLC agrees to rent that agrees to all terms and conditions set forth agreement with their signature below is con	below (including the r	• •	
Boat Type	ID#		
Watercraft shall be rented for the time period	od specified as follows	: :	
Half Day (4 hrs) Full Day (8hrs) _	Weekly	Date(s)	
Delivery time	Return time		
Security Deposit	Damage Deposit		
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Fuel for boat shall be billed at market rate plus \$1.00 per gallon. Boat will be delivered to renter with a full tank of fuel you will be billed accordingly if not returned with full tank of gas.

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COOSA ISLAND MARINA, LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS; AND TO INDEMNIFY COOSA ISLAND MARINA, LLC AGAINST ANY AND ALLCLAIMS BROUGHT AGAINST IT BASED UPON RENTERS USE OF THE RENTAL. THIS SHALL INCLUDE BUT NOT LIMITED TO ALL COST TO COMPANY AND OTHER LESSORS FOR FILING FEES, ATTORNEY FEE LOST TIME IN RENTAL, DAMAGES TO OTHER PARTIES OR PROPERTY, ANY LAWSUITS ARISING OUT OF RENTAL AGREEMENT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS OF both parties.

Release and Waiver Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release and forever discharge COOSA ISLAND MARINA, LLC (hereafter known as "Company"), Company's agents, servants, successors, heirs, executors, administrators and personal representatives, other lessors, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use, misuse, or abuse of the rental; or in any other way, arising out of the rental relationship between Renter and Company.

Indemnification

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Renter hereby does expressly agrees to indemnify and hold harmless COOSA ISLAND MARINA, LLC, Company's agents, servants, successors, heirs, executors, administrators and personal representatives other lessors, against all law suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of boat.

Use of Watercraft

The intention of COOSA ISLAND MARINA, LLC is to provide an enjoyable means of outdoor recreation. The rental may not be used for towing, sub-leasing, racing or any illegal purposes. Rental must be operated by an adult and in a safe and competent manner. Drivers or passengers of the rental will be solely responsible for any individual fines and penalties due to violations of the law. Renter authorizes and acknowledges that any and all charges related to the impoundment or retrieval of the rental will be charged to the Renter's credit card, along with any lost rental time and retrieval cost as gas, pickup, hauling and labor cost. Renter is solely responsible for the return of all rentals listed in rental agreement.

Terms and Conditions

- Assumption of Risk. Renter acknowledges that
 the activities for which the boat is designed include
 inherent dangers, including the risk of bodily injury
 and/or death; if watercraft is not used as intended.
 Renter assumes and accepts all risks associated with
 the use of the boat.
- 2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the watercraft, and will use the watercraft in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines of COOSA ISLAND MARINA, LLC, and any applicable local, state and federal laws.
- Prohibited Activities. Renter shall not violate any of the following rules and regulations during their operation of Rental:
 There is no smoking while on watercraft.
 There are no alcoholic beverages permitted on

There are <u>no alcoholic beverages</u> permitted on watercraft. COOSA ISLAND MARINA, LLC reserves the right to inspect any coolers, bags or other containers belonging to the Renter or passenger.

There are **no pets** permitted on the watercraft. There are to be <u>no illegal drugs</u> used or possession on rental.

If any violations are found or reported as to rental unit the company may revoke any agreement immediately, without any further notice to renter, and company can take immediate possession of rental. There will be no return of any part of rental payment or deposit.

- 4. Age. Renter is at least 21 years of age. No one under the age of 21 is permitted to operate the rental even if renter is present. Renter can not give permission for any one to drive a rental unit without permission from Company, regardless of age. Renter will be solely responsible for any violation regardless of reason or party for violation.
- Unsafe Use. If at any time COOSA ISLAND
 MARINA, LLC determines that Renter has engaged
 in an unsafe or hazardous use of the rental, Company
 may immediately terminate the rental agreement.
 Upon notification of termination, Renter must return

the rental to the designated docking area immediately. If the rental agreement is terminated for unsafe or hazardous use, Renter will not be refunded their security deposit, or rental fee. COOSA ISLAND MARINA, LLC shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

6. Conditions of boat upon Return. The Renter shall return the watercraft to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the boat during the rental period. COOSA ISLAND MARINA, LLC shall retain any portion (or all) of Renter's damage deposit as necessary to cover repairs for such damages. To the extent that damages to the watercraft exceed the amount of the damage deposit, Renter charge card shall be charged for difference or if need be, Renter shall be billed by COOSA ISLAND MARINA, LLC for the full amount of damages caused by Renter or other unknown person, during the rental period, including Court cost, reasonable attorney's fees, lost

- rental: if collection services are needed due to non-payment.
- 7. <u>Damage Deposit</u>. Should any damages exceed the \$400.00 damage deposit, COOSA ISLAND MARINA, LLC will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the damage and stops when boat is once again available for rental). The itemized repair bill, including lost rental time, must be paid in full upon presentation of bill to Renter. The damage deposit shall not bear interest. Renter shall be responsible for damages at and beyond the \$400.00 damage deposit.
 - 8. <u>Late Return</u>. If Renter returns the watercraft to the designated docking area more than 15 minutes after the scheduled "Return Time, Renters charge card will be charged \$40.00 per 15 minute increments until rental is returned to company location or designated location.

<u>Caution:</u> This equipment can give a rough ride. Persons with back problems, seizure disorders, or any medical condition relating to same are encouraged not to rent. The renter is solely responsible for any driver or passenger with any medical condition expressed or not. Renter hereby acknowledges that they are not using any medication at this time – either prescription or nonprescription; nor do they have any medical condition as described nor do they intend to be medicated, that would impair their ability to operate a watercraft. Renter further acknowledges that they have been given full and proper instruction in operating the said watercraft in a safe manner.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to

all terms without reservation.			
Renter's Signature	Time	Date	
Print Renter's Name			
Witness:			