

Breezy Bay Cottage

Watercraft Use/Rental Agreement

This rental agreement is made effective between **Breezy Bay Cottage** (Lessor) and _____(Lessee) and states the agreement of the parties as follows:

Renter (Lessee) Information

Full Name

Street Address

City/State/Zip

Cell Phone #

Alt
Phone

Email

Driver's License

Credit Card #

CC Exp. Date

CCV

Watercraft Rental Information

Make/Model

1998 Sea Ray 175 BR with Mercruiser 3.0 I/O - max 8 people

2014 Manitou Aurora Pontoon w/50 HP Honda – max 9 people

Additional Items

Rental Period

Pick-up location

Drop-off

Rental Amount \$

Taxes
(5.5%)

Total Amount \$

Deposit \$

Amount Received \$

Deposit
Received \$

Payment/deposit can be cash, check payable to Ryan Frahm, or via Venmo or Paypal

Lessee acknowledges he/she has carefully examined the craft and finds it suitable for the purpose 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.

Lessee shall pay \$500.00 security deposit (cash or valid major credit card) at the time this rental agreement is signed for the craft rented. This deposit will be credited to the Lessee upon termination of this rental agreement, less any expenses incurred to retrieve the craft, and/or to repair any damages caused to this craft by the Lessee or anyone else during the rental period. Should damages exceed the damage deposit, Lessee agrees to make payment in full immediately upon Lessor's presentation of an itemized repair bill.

Lessee assumes full responsibility for the craft. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental, Lessee will immediately report same to Lessor. Continued use of the rental shall be entirely at the Lessee's risk.

Lessee certifies that he/she understands the rules and regulations for the safe operation of crafts. Lessee is responsible for obtaining a current depth contour map of the lake and understands the location of the lake sumps, rock bars and areas that are too shallow to motor through. In addition, Lessee certifies that he/she are in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of this boat. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

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(s).

Lessee further agrees to indemnify and hold Lessor harmless 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 the rental craft(s). Lessee further agrees to hold Lessor harmless should loss or damages occur to any of Lessee's personal property while carried in, or on, the rental craft(s), including loss or damage caused by malfunction or theft.

Lessee agrees not to use, nor permit the use:

- a. **of the rental craft(s) anywhere but on Lake Nokomis (Rice Reservoir).**
- b. **of the rental craft(s) for any unlawful purpose.**
- c. **of the rental craft(s) in a careless or negligent manner.**
- d. **of the rental craft(s) by any other person not the signatory of this agreement, or not equally qualified.**
- e. **of the rental craft(s) while under the influence of liquor and/or narcotics.**
- f. **of the rental craft(s) from dusk till dawn.**
- g. **No Smoking allowed on rental craft(s).**
- h. **No pets allowed on rental craft(s).**

RISK OF LOSS OR DAMAGE: Lessee assumes all risks of loss or damage to the craft(s) and equipment from any cause and agrees to return the craft(s) in the condition received from Lessor, with the exception of normal wear and tear. Lessee agrees to return this craft (s) on or before the expiration of the rental period in the condition it is in now except as detailed on the inspection sheet referenced above. If a craft is damaged or lost, Lessor shall have the option of requiring Lessee to restore it to good working order or replace it with a like craft in good repair. If Frame is bent in any fashion, the craft is considered a Total Loss to the Breezy Bay Cottage and therefore you are Responsible for

Replacement of the boat No EXCEPTIONS.

LIABILITY AND INDEMNITY: Lessee hereby agrees to bind him/her self, their personal representatives and assigns and release and discharge Lessor, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments, and attorney fees, which Lessee or Lessee's heirs, personal representatives or assigns may have, or claim to have against Lessor, its owners, employees, agents, and assigns. Further, Lessee hereby agrees to defend, indemnify and hold harmless, Lessor, its owners, employees, agents and assigns from all claims, damages, demands costs, losses, expenses, actions and judgments, which are created by or arise out Lessee's operation of the craft during the rental period. Lessee agrees to pay all claims brought by third parties resulting from the operation and/or use of the craft during the rental period.

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 enforcing of the foregoing rental contract by Lessor, including expenses included 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 that venue of any action hereunder shall be in the county of the Lessor.

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 affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN 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. RETAINED DEPOSIT AMOUNT \$500.00

LESSOR: Breezy Bay Cottage

LESSEE: (Please Print) X_____

Signature: X_____

Date: X_____

Copy of driver's License and credit card on file Y / N

Breezy Bay Cottage Watercraft Use/Rental Policy

Breezy Bay Cottage will only rent crafts to persons 21 years of age or older. A valid driver's license must be presented upon registration. A craft will be assigned to the renter and a rental contract must be completed before departing the drop site.

All rentals require a \$500.00 damage deposit. All damage deposits must be made on a pre-authorized credit card or cash deposit at time of rental. This deposit will be refunded 100% when the craft is returned undamaged.

A representative of **Breezy Bay Cottage** and you will inspect each craft prior to departure. An inspection sheet will be logged, and Digital photos are taken before each rental, these become part of your rental contract. Please be thorough, as you will be responsible for any damage found upon return. Digital photos are taken before each rental.

A 5.5% use tax will be collected for each rental.

Breezy Bay Cottage will deliver the unit with a full tank of gas. It is expected that the unit will be returned with a full tank of non-ethanol gas. A \$25.00 fueling fee PLUS fuel will be assessed if not returned full.

Cancellation Policy:

- Cancellations over 14 days are eligible for full refund
- Cancellations less than 14 days are eligible for full refund ONLY if we are able to fill the reservation otherwise 50% refund if not able to fill reservation.

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Breezy Bay Cottage (For purposes of this Waiver and Release, the term "Breezy Bay Cottage" includes all owners, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Breezy Bay Cottage. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/ she will disclose to Breezy Bay Cottage all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Breezy Bay Cottage of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence of Breezy Bay Cottage.

Initials: X _____

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Breezy Bay Cottage at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence of Breezy Bay Cottage.

Initials: X_____

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Breezy Bay Cottage shall not be liable for any damages arising from personal injuries and/or property loss sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Breezy Bay Cottage, including but not limited to other related injuries, collisions with other craft or stationary objects, physical contact/collisions with the rental equipment itself and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Breezy Bay Cottage shall not be liable for any loss or theft of personal property. **The undersigned specifically agrees that Breezy Bay Cottage shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY Breezy Bay Cottage:** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Breezy Bay Cottage.

Initials: X _____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Breezy Bay Cottage for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other boats and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Breezy Bay Cottage, even if such damages arise out of the negligence of Breezy Bay Cottage.

Initials: X_____

V. ACKNOWLEDGMENT OF WAIVER AND RELEASE

The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned also understands that he/she has an opportunity to

bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Breezy Bay Cottage for Breezy Bay Cottage negligence.

Initials: X _____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

Initials: X _____

***** READ RELEASE BEFORE SIGNING *****

DRIVERS AUTHORIZED BY RENTER:

- 1. _____ DOB: _____ DL#: _____
- 2. _____ DOB: _____ DL#: _____
- 3. _____ DOB: _____ DL#: _____
- 4. _____ DOB: _____ DL#: _____

Renter's Signature _____ Date _____

Breezy Bay Cottage Representative
