



Watercraft Rental Agreement

THIS WATERCRAFT RENTAL AGREEMENT (the "Agreement") is hereby entered into by and between Lakemore Marine LLC, a Michigan limited liability company (the "Lessor"), and the undersigned individual(s), including any Authorized Drivers who have accepted this Agreement and meet the eligibility requirements, (hereinafter and collectively, the "Lessee").

SUMMARY OF KEY TERMS

The following is a summary of certain key terms and conditions (this "Summary"). To the extent of any inconsistency between the provisions of this Summary and any other provision of this Agreement, the provisions of this Agreement, beginning with Section 1 below, control. Any capitalized terms used in this Summary but undefined are defined in the Agreement below.

- **Payment:** Lessee shall pay 50% of the Rental Payment at the time of booking. Payment for the remaining 50% will be required at check in (in person) and must be paid by credit card.
- **Security Deposit:** A security deposit is required for the Craft and pre-authorized at the Rental Start Time. If damage to the Craft is deemed by Lessor to exceed either of these security damage deposit amounts, Lessee is fully responsible for the monetary value of damages.
- **Cancellation Policy:** any cancellations that are made less than 7 days prior to the Rental Start Time shall result in Lessee's forfeiture of the Reservation Deposit.
- **Inherent Danger/Assumption of Risk:** Lessee assumes any and all risks involved in the operation or use of a Craft including, but not limited to, the risk of injury and damages to person or property in any way relating to the Lessee's use, possession, maintenance, or operation of the Craft.

- **Authorized Drivers:** Lessor and any Authorized Drivers must be 25 or older to rent or operate the Tri-toon or 21 and older to rent Fishing Boat.
- **Craft Location and Delivery:** All Crafts are stored on Arbutus Lake underneath canopies and will be delivered to Lakemore Resort & Retreat properties as needed for check-in.
- **Service Provided:** Gas, full-service refills, tubes, water skis, coolers, and life jackets are included in the Rental Payment amount.
- **Rules and Prohibited Activities:** Lessee understands and agrees to be bound by the terms of this Agreement, including the rules of operation set forth in Section 9.

1. CRAFT SUBJECT TO RESERVATION & RENTAL. The Lessor hereby agrees to reserve and rent to the Lessee, subject to the terms of this Agreement, the watercraft (the "Craft"), subject to availability, in exchange for the agreed upon payment amount based on the type of Craft and listing price on www.lakemoremarine.com. Each payment is exclusive of applicable taxes and fees (the "Rental Payment"). At the time Lessee reserves the Craft (the "Reservation Period"), 50% of the total Rental Payment plus applicable taxes and fees (the "Reservation Deposit") shall be due. The remaining 50% of the total Rental Payment shall be due upon Lessor's delivery of the Craft to Lessee (the "Rental Start Time"). Lessee shall receive a receipt providing the total Rental Payment together with details regarding the reservation by email (a "Reservation Receipt").

2. RENTAL PERIOD. The rental of the Craft under this Agreement shall commence at the Rental Start Time and end on the date and time stated on Lessee's Reservation Receipt (the "Rental End Time", together with the Rental Start Time, the "Rental Period") except that the Lessee shall be required to return the Craft to Lessor's facilities each night at or prior to 7 p.m. local time. Lessee shall provide Lessor with a valid credit card and Lessee's driver's license or other legally valid form of identification at the time of Lessor's delivery of the Craft to Lessee.

3. SECURITY DEPOSIT. In addition to the Rental Payment and at the Rental Start Time, Lessor shall preauthorize Lessee's credit card in the following amounts:

<u>Craft Type</u>	<u>Security Deposit</u>
14-Person Capacity Tri-Toon Craft	\$1,000.00
12-Person Capacity Tri-Toon Craft	\$1,000.00
3-Person Capacity Fishing Boat Craft	\$500.00

(as applicable, the "Security Deposit"). The Security Deposit will be reimbursed to the Lessee as provided for in this Agreement once the Craft is returned to and fully inspected by Lessor, Lessor shall have the absolute right to deduct from the Security Deposit before it is reimbursed to the Lessee any and all costs and expenses incurred by Lessor to retrieve the Craft, and any and all costs or expenses necessary to repair the Craft in the event the Craft is damaged when returned or there is any damage to the Craft during the Rental Period. If these costs or expenses collectively exceed the amount of the Security Deposit paid by Lessee, then Lessee shall and hereby agrees to be liable for and make payment to Lessor in the amount of all of the additional costs and expenses relating to the retrieval of the Craft and the repair of the Craft upon Lessor's procurement of a repair estimate(s) from the closest authorized independent dealer for the Craft, which estimate(s) shall be provided to Lessee and be binding upon Lessee, in addition to all other damages as provided for herein.

4. CANCELLATION POLICY: In the event Lessee needs to cancel the reservation of the Craft for any reason, the Lessee shall immediately notify Lessor in writing via email to marine@lakemoretc.com. Lessee understands and acknowledges that any cancellation of Lessee's reservation of the Craft under this Agreement shall be made, by giving Lessor written notice as provided for herein, at least 7 days prior to the

Rental Start Time. Lessee understands and acknowledges that any cancellations that are made less than 7 days prior to the Rental Start Time shall result in the Lessee's forfeiture of the Reservation Deposit and that the Lessor shall be entitled to retain the Reservation Deposit without further notice or obligation to Lessee.

5. INHERENT DANGER/ASSUMPTION OF RISK. Lessee hereby assumes any and all risks involved in the operation or use of the Craft including but not limited to the risk of injury and damages to person or property in any way relating to or arising out of the Lessee's use, possession, maintenance or operation of the Craft. Lessee understands and agrees that boating and the Craft's operation is an inherently dangerous activity, and that Lessor shall not be liable for any damages or injuries caused by Lessee or to Lessee in any way relating to the Craft or the Lessee's use, possession, maintenance or operation of the Craft. Lessee certifies and acknowledges that he/she understands the rules and regulations for the safe operation of Craft. Lessee further agrees not to let anyone else operate the Craft during the Rental Period or while the Craft is in Lessee's possession or control without first obtaining the prior written consent from Lessor.

6. CARE AND OPERATION. Lessee agrees to keep custody of the Craft at all times during the Rental Period or while the Craft is in Lessee's possession or control and to operate the Craft only in a careful and proper manner, and non-negligent manner, and to obey and comply with all governing laws, rules and regulations in any way relating to the use and operation of the Craft. Lessee shall also obey and comply with any and all instructions relating to the use or operation of the Craft that are provided, verbally or in writing, by the Lessor or its agents, if any.

7. OTHER DRIVERS. Except for the Lessees, including Authorized Drivers, no one can operate the Craft without the prior written consent of Lessor. Lessee and any Authorized Drivers hereby represent and warrant that they are eligible to operate the Craft under the terms of this Agreement and applicable laws and are at least 25 years of age for Tri-Toon rentals and 21 years of age for the Fishing Boat rentals.

8. CLEANING. Lessee agrees to keep the Craft reasonably clean and will be responsible for an additional cleaning fee of \$100 plus applicable taxes if any stains, dirt, odor, or soiling attributable to Lessee's use cannot be cleaned with our standard post-rental procedures as determined by us in our sole discretion.

9. RULES OF OPERATION. A VIOLATION OF THIS SECTION BY LESSOR OR ANY OF LESSOR'S PASSENGERS, WHICH INCLUDES, BUT IS NOT LIMITED TO, USE OF THE CRAFT BY AN

UNAUTHORIZED DRIVER, WILL ALLOW LESSOR TO IMMEDIATELY TERMINATE THE RENTAL PERIOD AND THIS AGREEMENT AND VOID ALL LIABILITY PROTECTIONS:

- a. **Attention to Wake/Speed.** Lessee must observe and obey slow no-wake speed rules while transferring from lake to lake as well as when within 100 feet of the shoreline, any watercraft, person, raft, swimming area, and swimmers.
- b. **Keep Appropriate Distance.** Lessee must ensure that the Craft and persons being towed on water skis, water activity shall maintain a distance of 100 feet from any dock, raft, buoyed or occupied bathing areas, or vessels moored or at anchor. If there are any water skiers/tubers/"water sporters" being towed behind a boat do not make waves for them and go to another part of the lake. Find yourself calm water and open space.
- c. **Direction of Travel.** Lessor must only operate the Craft in a counterclockwise fashion around the lake at all times unless emergency circumstances require otherwise.
- d. **Sailboats.** Sailboats have the right-of-way to motorboats while they are under sail power.
- e. **Motorboats.** Motorboats shall give way to non-motorized vessels.
- f. **No Alcohol or Drugs.** Lessor agrees not to use any substances that may impair your ability to operating the Craft prior to or while operating the Craft.
- g. **No Littering.** Lessor agrees not to litter or dump any trash, substances or personal property from the boat.
- h. **No Jumping.** Lessor agrees that no one will jump from the boat while it is in motion.
- i. **Engine Off.** Lessor agrees to turn off the engine whenever people are swimming or otherwise in the water or jumping from the Craft.
- j. **No Pets.** Except for service animals as defined by law, no pets are allowed on the Craft.
- k. **No Fishing.** Fishing from the Tri-toon Crafts is prohibited.

- I. **Cooking, Glass Bottles:** Lessee agrees not to use or bring onto the Craft any glass bottles, cooking implements, or otherwise cook or use an open flame on the Craft.
- m. **No Modification.** Lessee may not modify, disconnect, or otherwise interfere with the operation of the odometer, emissions control equipment, or any other equipment installed on or in the Craft.
- n. **No Improper Use of the Craft.** Lessee shall use, possess, and operate the Craft at all times in conformity with Lessor's directives, written and verbal, and in accordance with all applicable laws, rules and regulations relating to the use or operation of the Craft including the Arbutus Lake Association and East Bay Township Rules and Regulation, attached hereto as Exhibit A. Lessee shall not use or operate the Craft under any circumstances: (a) for any unlawful purpose; (b) in a careless, dangerous, unreasonable, unsafe, improper or negligent manner; (c) while under the influence of or after consuming or using any alcohol, narcotics, illegal substances or prescription medication that may impair the Lessee's operation of the Craft; or (d) in violation of or contrary to any laws of the State of Michigan or the local county, township, city or municipality in which the Craft is to be used and operated. Lessee shall not allow any person(s) other than the named Lessee to use, operate or possess the Craft at any time or for any reason.

10. FUELING. Under no circumstances is Lessee permitted to fuel the Craft. All fueling must be performed at Lessor's facilities and by Lessor's employees.

11. WARRANTY. Lessor provides no warranties of any kind whatsoever, either express or implied, as to the Craft, its accessory equipment, if any, or its use or operation. Lessee assumes the responsibility for the condition and operation of the Craft during the entire Rental Period or while the Craft is in Lessee's possession or control.

12. RISK OF LOSS OR DAMAGE. Lessee assumes all risks of any and all loss, injury or damage that may occur to the Craft or to Lessee's person or to any other persons or property arising from any cause whatsoever during the Rental Period or in any way relating to or arising out of the Lessee's use, operation, possession or maintenance of the Craft. Lessee agrees to return the Craft in the exact condition it was when taken from Lessor, with the exception of normal wear and tear. Lessee agrees to return the Craft on or before the expiration of the Rental Period in the same condition it was at the beginning of the Rental Period. Lessee shall be responsible for any and all damages to the Craft during the Rental Period or in any way caused by the Lessee's operation, possession, maintenance or use of the Craft, including but not limited to all costs of repairing the Craft. If the Craft is damaged, Lessor shall have the option of requiring the Lessee to assume all costs for the proper repair of the Craft as determined by an authorized independent dealer mechanic. In the event the Craft is deemed not repairable by an

authorized independent dealer mechanic or a complete loss, the Lessee shall be obligated to make Lessor "whole", which shall include, but not be limited to: (a) the payment of the replacement costs for a new or replacement craft, (b) the payment of any applicable taxes and fees on a new or replacement craft, and (c) the payment of the daily rental rate as advertised for the Craft for 7 days a week until the Craft is replaced or repaired. In the event that damage to the Craft occurs and Lessor procures an attorney to attempt to enforce this Agreement in any fashion or to attempt to collect any damage amount due and owing from the Lessee, the Lessee shall be liable and responsible for all costs, expenses and/or attorney fees incurred by Lessor.

13. DEFAULT. In the event Lessee is in default with respect of any obligation, duty or provision contained in this Agreement, Lessee hereby agrees in advance to indemnify and hold Lessor harmless of, from, and against any and all loss, costs and damages in connection with the enforcing of the provisions of this Agreement, including legal costs and expenses incurred for collecting any amount due by Lessee to Lessor. Lessee further agrees and understands that Lessee shall be liable for any and all costs or expenses, including actual attorney fees and court costs, incurred by Lessor in enforcing this Agreement or in attempting to collect any amounts due and owing to Lessor under this Agreement, including any damages.

14. MALFUNCTION/BREAKDOWN. In the event of malfunction or breakdown of the Craft, or of any defect occurring during the Rental Period, Lessee shall immediately report the same to Lessor. Continued use of the Craft in any of these circumstances shall be entirely at Lessee's risk and Lessee shall then be under the obligation to assume any and all liabilities for bodily injury, loss or damage caused to all persons and property as a result of the Lessee's continued use, operation or possession of such a Craft.

15. HEALTH OF LESSEE. Lessee certifies that he/she is in good health, has no physical or mental conditions that may endanger themselves or anyone else while operating the Craft, and that he/she is capable of safe operation of the Craft. 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, and that he/she has not consumed any alcohol or drugs (legal or otherwise) and will not consume any alcohol or drugs (legal or otherwise) prior to or during Lessee's use, maintenance or operation of the Craft.

16. THE CRAFT. Lessee hereby agrees and acknowledges that he/she has carefully examined the Craft and finds it in good operating condition and suitable for the purpose for which it is rented and intended to be used, and that other accessory equipment is in suitable and acceptable condition; and that he/she agrees to maintain both Craft and accessory equipment in a safe, dependable condition while in his/her possession or custody.

17. THE RENTAL PERIOD. In the event Lessee should fail to return the Craft to Lessor before the expiration of the Rental Period, notwithstanding anything to the contrary, the provisions of this Agreement shall continue to apply to Lessee and shall bind Lessee until the Craft is duly returned, and LESSEE SHALL BE LIABLE FOR A PENALTY OF \$30.00 PER FIFTEEN MINUTES OF INFRACTION, which shall be payable by way of deduction from Security Deposit or as damages.

18. RESERVATION. Lessor's ability to provide the Craft to Lessee is entirely contingent upon and subject to the return of said Craft by the previous lessee, if any, and other causes that maybe beyond Lessor's control. Lessor shall not be liable for any claims or damages relating to Lessor's inability to provide Lessee with a/the Craft as agreed herein if previously reserved by Lessee.

19. MISCELLANEOUS. Lessee acknowledges and agrees that he/she is sufficiently informed, by experience, education or otherwise, as to the proper and safe use of the Craft and personal watercrafts/boats in general for the body of water Lessee intendeds on using the Craft, and that Lessor maintains no direct control over Lessee's use or operation of the Craft or equipment. Therefore, Lessee shall indemnify Lessor, its agents and employees against all claims, actions, proceedings, damages, liabilities, injuries and causes of action of any type, in any way arising from, relating to or in connection with Lessee's possession, use or operation of the Craft, including all Court costs and attorney fees. Lessee understands that should damage be incurred where Lessee was in Lessor's sole opinion at fault or associated with the person causing damage, there will be no redemption of rental fees for unused time and Lessee shall be liable for any and all damages as set forth in this Agreement. Lessor reserves the right to cancel this Agreement due to inclement or impending bad weather or due to an Act of God. The Rental Payment will not be prorated based on the time used nor will any portion of it be refunded. Lessee certifies that he/she has read and understands the rules, laws and regulations regarding Lessee's use and operation of the Craft, and further assumes the responsibility to see that his/ her family and/or guest(s) and/or passengers will obey the rules, laws and regulations and any and all obligations arising from this Agreement. In the event that any term or condition of this Agreement be held void or unenforceable, then that term or condition shall be deemed severed from this Agreement and the enforceability of the remaining terms of the Agreement shall not be affected and will remain in full force and effect.

20. WAIVER AND INDEMNIFICATION. Lessee hereby agrees to bind him/her self, his/her heirs, personal representatives and assigns and hereby forever releases, waives and discharges the Lessor, and Lessor's affiliates, agents and employees, heirs, representatives, successors, and assigns from any and all claims, losses, costs, damages, expenses, actions, judgments, liability, causes of action, attorney fees and injuries to person or property which Lessee or Lessee's heirs, personal representatives or assigns may have, or may claim to have, in any way arising from or relating to the Lessee's use, operation, maintenance, or handling of the Craft and in any way arising from or relating to anyone else's

use, operation, maintenance, handling or transportation of the Craft during the Rental Period. Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless the Lessor and Lessor's affiliates, agents and employees, heirs, representatives, successors, and assigns from and against any and all claims, damages, demands, costs, losses, expenses, actions, judgments, liability, causes of action, attorney fees and injuries to person or property which are created by, arise out of, or in way related to Lessee's operation, possession, use or maintenance of the Craft during or after the Rental Period. Lessee agrees to hold the Lessor harmless should any loss or damage occur to any of the Lessee's personal effects or personal property while carried in, or on, the Craft including, without limitation, any loss or damage caused by fire, water, theft, and an Act of God or any other cause whatsoever, and Lessee hereby waives and releases Lessor from any such claims. Lessee also agrees to pay any and all claims brought by any third party as a result of or in any way relating to the Lessee's operation and/or use of the Craft during the Rental Period. It is expressly understood and agreed to by the Lessor and Lessee that the Lessor and its agents shall not be liable to Lessee or to any third party for any loss, damage, claims, injuries, inconvenience or time lost caused by, relating to or as a result of an accident, breakdown or malfunction of the Craft or the Lessee's use or operation of the Craft.

21. GOVERNING LAW, VENUE & JURY TRIAL. Any dispute arising out of or in any way relating to this Agreement or the Craft shall be governed by the laws of the State of Michigan. In addition, Lessee hereby waives his or her right to a jury trial for any dispute arising out of or in any way relating to this Agreement or the Craft, and Lessee consents to a lawsuit being filed for any dispute in any way relating to or arising out of this Agreement in the appropriate court for Grand Traverse County, Michigan which shall be deemed the only appropriate venue for any dispute arising out of this Agreement.

22. ELECTRONIC SIGNATURE. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR. BY SIGNING THIS AGREEMENT, THE LESSEE AND ANY OTHER PERSON(S)

SIGNING THIS AGREEMENT CERTIFY THAT NO OTHER REPRESENTATIONS OR INDUCEMENTS, ORAL OR WRITTEN, HAVE BEEN MADE BY LESSOR WHICH ARE NOT INCLUDED IN THIS AGREEMENT, AND THAT HE/SHE/THEY AGREE TO AND ARE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.