

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and BEAR HOLLOW RESORT, LLC (DBA AS BEAR HOLLOW, BEAR HOLLOW LAKES and BEAR HOLLOW LAKES RESORT)

This Boat Rental Agreement is entered on the _____ day of _____, _____ by and between BEAR HOLLOW and _____ hereinafter referred to as RENTER.

RENTER information:

Full Name: _____

Street Address _____

City, State, Zip _____

Home Phone _____ Cellular Phone _____

Driver's License # _____

Credit Card (to be kept on file) type & # Expiration date

Security Code on Card (CCV) _____

Billing address zip code _____

Boat Experience (Hours and detail) _____

1. **EQUIPMENT TO BE RENTED:** _____

2. **RENTAL DATES/TIMES:** Date _____ Time: _____

Date: _____ Time: _____

Date: _____ Time: _____

3. **RENTAL RATE:** \$ _____/HOUR or \$ _____/Day.

4. **SECURITY/DAMAGE DEPOSIT:** A security deposit of one thousand dollars (\$1,000.00) is required to rent the equipment and is due at the time of equipment check out. Unless prior arrangements are made to pay via different means, BEAR HOLLOW shall be authorized to charge RENTER'S credit card on file for the full amount of such security deposit, along with any other costs incurred by RENTER in accordance with the terms hereof. Any unused portion of the security deposit will be released after the completion of the rental period, provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. BEAR HOLLOW reserves the right to inspect rental equipment up to thirty (30) days after the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurred while RENTER had equipment in his/her possession. If damage is caused or permitted by RENTER during the rental period, RENTER authorizes BEAR HOLLOW to charge the credit card on file for the full amount of any such damages, including repair costs and to then notify RENTER of the same. RENTER understands that all damages will be repaired by BEAR HOLLOW's authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial security deposit or authorization.

Boat Rental Agreement

5. **CANCELLATION/NO SHOW POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers and therefore BEAR HOLLOW cannot commit the watercraft to another customer during the reserved dates/times. Consequently, in the event RENTER cancels, changes dates, shortens the rental period, or in any other way seeks to change the rental period, the entire rental total shall still be due and payable.
6. **PAYMENT:** Payments will be accepted via cash, credit card, personal check or cashier's check.
7. **BOAT OUT OF COMMISSION DUE TO DAMAGE:** RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay BEAR HOLLOW for all days the watercraft is out of commission including any time outside of the original rental period during which time the watercraft is unavailable to rent to other customers. No refunds will be offered.
8. **CREDIT CARD ON FILE:** RENTER agrees to provide BEAR HOLLOW with a valid credit card to be kept on file. This card will be charged if damage or additional RENTER charges exceed the security deposit, for additional rental time, the purchase of additional equipment, late fees and/or other incidentals. RENTER hereby irrevocably authorizes BEAR HOLLOW to charge RENTER's credit card on file for all the foregoing charges.
9. **FUEL:** RENTER acknowledges that the fuel is included in the price of the rental but RENTER should make arrangements with BEAR HOLLOW to refuel. If RENTER elects to refuel the boat, any spills, waste of fuel, or damage will be the RENTER's responsibility.
10. **INSPECTION OF EQUIPMENT:** BEAR HOLLOW certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Watercraft Check-Out Sheet". RENTER will inspect said equipment and will rent the same without any additional representation or warranty by BEAR HOLLOW. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify BEAR HOLLOW before use of the watercraft begins and on the first day of rental.
11. **DAMAGES TO EQUIPMENT:** RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that BEAR HOLLOW may charge RENTER for any repairs, replacement or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing BEAR HOLLOW to offset against security deposit and/or charge RENTER's credit card on file for any damages sustained to the equipment. Additionally, no food or shoes are allowed in the watercraft at any time.

PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY. THE VALUE OF THE WATERCRAFT CAN EXCEED \$85,000 FOR FULL REPLACEMENT AND REPAIRS CAN REACH INTO THOUSANDS OF DOLLARS.

12. **THEFT OR LOSS**: In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.

13. **WATERCRAFT OPERATION**: RENTER acknowledges and agrees that the equipment will be operated by RENTER(S) named in this agreement. **RENTER warrants that RENTER is a qualified operator of said equipment. RENTER will not allow any person who is not qualified to operate the boat/equipment. RENTER (i.e. the person who provides the credit card) undertakes all financial responsibility regardless of who is operating the watercraft.** RENTER will not operate the equipment, or permit anyone to operate the equipment, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the boat within all local, state and Federal laws and regulations and RENTER is solely responsible for obtaining knowledge and understanding regarding all such laws and regulations.

14. **WATERCRAFT USE**: The RENTER understands that conditions (weather, water levels, etc.) are variable and RENTER must exercise caution, pre-planning and good judgment in the use of watercraft. The boat is equipped with internal ballast systems to allow custom weighting for watersports. At **NO TIME** should the total weight in the boat exceed the maximum listed weight as marked on the plate in the front of the boat (ballast, persons and equipment must all be added up and should not exceed the listed weight). Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the boat from rough water or watersports activity.

15. **REPAIRS-SERVICE CALLS**: RENTER acknowledges and understands that BEAR HOLLOW cannot guarantee against mechanical failures of the rental equipment. RENTER shall immediately notify BEAR HOLLOW of defective or non-working equipment. BEAR HOLLOW will make commercially reasonable efforts to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by BEAR HOLLOW. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S security deposit or credit card on file. RENTER must be given approval by an BEAR HOLLOW's representative to allow any mechanical adjustments to be made to the watercraft.

16. **LOSS OF RENTER(S) PROPERTY**: It is expressly agreed that BEAR HOLLOW shall not be liable for the loss or damage to any property left of stored by RENTER or any other person in or upon said equipment after return thereof to BEAR HOLLOW. RENTER agrees to hold BEAR HOLLOW harmless from, and against any such claims.

17. **RETURN OF EQUIPMENT**: RENTER acknowledges and understands that he/she will return all equipment, including but not limited to wakeboards, surfboards, skis, tubes, etc. to their storage site on the end date of this boat rental contract.

18. **RELEASE OF LIABILITY/ASSUMPTION OF RISK**: I, the RENTER, understand that the sports of boating, water skiing, wake surfing, wakeboarding, riding water toys or any

water sport are **HAZARDOUS ACTIVITIES**. I, the RENTER, understand that the engaging in these sports and use of the equipment involve a risk of injury to all parts of the user's body and **POSSIBLE DEATH**. I, the RENTER, on my own behalf and on behalf of all others who are involved with the boat and/or any other water activities during the rental period, agree to freely and expressly assume and accept all risks in the use of the equipment rented. In the event someone is injured during use of the watercraft or if someone other than RENTER is operating the equipment during the rental period and is injured, RENTER agrees to pay all deductibles and all cost for physical and property damage to any and all parties involved which are the fault of the RENTER or any other person who was operating the watercraft during the rental period and until the equipment is returned to the control of BEAR HOLLOW via the agreed-upon check in procedure. I, the RENTER, further undertake sole responsibility to ensure that each person who engages in any water activities during the rental period executes a WAIVER AND RELEASE prior to engaging in any such water activities.

19. **LIABILITY AGREEMENT**: I, the RENTER, hereby release and hold harmless from any legal liability, BEAR HOLLOW and its owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, RENTER, and I hereby accept full responsibility for any and all such damages or injury which may result. It is understood and agreed that the rental fee is a presently earned fee for the use of the equipment and that the security deposit is a deposit against costs of repairs or cleaning that may be required because of physical damage to the equipment during the rental period or against liability that RENTER may incur to BEAR HOLLOW pursuant to this agreement. Further, I, the RENTER, am responsible for all damages and/or losses to the equipment or any of its contents during that period. I, the RENTER, indemnify and hold BEAR HOLLOW harmless from any loss, damages, expense or claim, including attorney's fees, and costs arising out of my acts or omission to act, or those with me during the use of the equipment during the rental period.

20. **AUTHORIZE/REVOKE USE OF EQUIPMENT**: BEAR HOLLOW or its agents reserves the right to: (a) authorize the use of the equipment; and (b) revoke the use of the equipment. Decisions on the part of BEAR HOLLOW or its agents regarding the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following: (a) unsafe operation of the equipment; (b) lack of sobriety of RENTER or any other person using the rented equipment; and/or (c) unsafe weather conditions.

21. **LEGAL FEES**: I, the Renter, AM RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION AGENCY FEES, AND COURT COSTS FOR MYSELF AND BEAR HOLLOW incurred by any dispute in damages if legal action is necessary, because of my neglect to return the watercraft or equipment in the same condition that it was received at the beginning of my rental period.

22. **CLEANING FEES**: I, the RENTER, understand that if the equipment is not as clean upon return as it was upon checkout that it will be professionally detailed at a rate of \$15 per foot of boat and I will be responsible for such costs.

23. **DOCKS/ BUOYS/ SKI COURSE:** I, the RENTER, understand that if I damage, or hit any dock or structure, I will be responsible for the cost of and all repairs thereto. I, the RENTER, acknowledge that there is a waterski course set up in the lake and that any hit, displacement or removal of buoy will result in a charge of \$25 per buoy that needs to be fixed or reinstalled.

24. **RENTER RESPONSIBLE FOR ALL OTHERS:** I, the RENTER, understand and irrevocably agree that all references herein to me, my liabilities, duties, representations, warranties and claims, as RENTER, shall be deemed to also include all other persons who use the rented equipment during the term of this boat rental agreement. IN OTHER WORDS, I AM FULLY RESPONSIBLE FOR EVERYTHING THAT HAPPENS TO ME, THE EQUIPMENT, THE FACILITIES AND ALL OTHER PERSONS IN THE AREA WITH ME DURING THE TERM OF THE RENTAL PERIOD.

24. **ADDITIONAL TERMS OF EXHIBIT A:** I, the Renter, understand and acknowledge that the terms contained on Exhibit A, attached hereto, are incorporated by reference into this boat rental agreement.

The parties hereto agree that they have read this document in its entirety, understand and agree to all terms and conditions.

DRIVERS AUTHORIZED BY RENTER:

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

Renter's Signature _____

BEAR HOLLOW Representative _____

Exhibit A

BEAR HOLLOW Lakes – Lake/Boat Reservation Slots

Time slots include exclusive use of Lake 2 of BEAR HOLLOW and include the use of 2017 Axis A22 Wake/Surf Boat (Malibu Response lxi available on request)

3 Time Slots Available

Morning 7:30-11:30am
(can go earlier for \$150/hr. extra)

Cost
With Lodging Reservation \$400

Mid-Day 12:00 – 4:00pm

Cost
Included with Lodging Reservation \$0 (Regularly \$500)

Evening 4:30-8:30 pm
(can go later for \$150/hr + lights)

Cost
With Lodging Reservation \$500

- **Wakeboard boat to turn around in turn-around area and not close to lodge.**
- **Boat driver must always observe no-wake zone in and near roped-off swim area**