



1551 W. Houghton Lake Dr. • Prudenville, MI 48651

## Macon Marine Center (“LESSOR”) RENTAL AGREEMENT & WAIVER OF LIABILITY

Rent To (Lessee) \_\_\_\_\_ Email \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 D.O.B. \_\_\_\_\_ Drivers License# \_\_\_\_\_

Deposit of \$ \_\_\_\_\_ Date: \_\_\_\_\_ Boat Pick Up Date \_\_\_\_\_ Boat Return Date \_\_\_\_\_  
 Deposit of \$ \_\_\_\_\_ Returned To: \_\_\_\_\_ Date: \_\_\_\_\_ **Deposit returned only after equipment is checked by attendant.**

Quantity	Description of Equipment	(Out)		(Due In)		Rental Charge
		Time	Date	Time	Date	
	Boat:					
	Life Preservers					
	Other Items:					

Sub-Total \$ \_\_\_\_\_

Deposit Given \$ \_\_\_\_\_

Total Due \$ \_\_\_\_\_

**\*All rental boats come equipped with a full Fire Extinguisher, and anchor and line, a paddle, 3 boat bumpers and two docking lines. Equipment may not be operated by anyone under 18 years of age.**

Name: \_\_\_\_\_ AGE: \_\_\_\_\_ Drivers License # \_\_\_\_\_

Name: \_\_\_\_\_ AGE: \_\_\_\_\_ Drivers License # \_\_\_\_\_

Name: \_\_\_\_\_ AGE: \_\_\_\_\_ Drivers License # \_\_\_\_\_

**Boater Safety Instructions Given:** \_\_\_\_\_

**Notes: Upon return fuel tank will be filled at operator’s expense.**

**A late fee of \$50.00 will be charged for every half (1/2) hour after “due-in” time.**

“Lessee”, I gave read, and understand and agree to Terms and Conditions as set forth on BOTH sides of the agreement. Lessee herein acknowledges receipt of a copy of this agreement and has read and agrees to be bound by all the terms therein as well as the attached Macon Marine Center Rules and Regulations.

**Equipment has been inspected by Lessee prior to departure.**

\_\_\_\_\_  
LESSEE’S SIGNATURE

\_\_\_\_\_  
DATE

**The undersigned hereunder referred to “Lessee” agrees to the following terms and conditions:**

1. For Lessee to reserve pontoon rental on agreed upon dates, half of total rental fees (excluding security deposit) will be required. Remaining balance is due prior to Lessee taking possession of rental.
2. Security deposit of \$100 cash will be required before Lessee takes possession of rental.
3. Cancellation of reservation must be done fourteen (14) days in advance of rental date or deposit will be forfeited.
4. Lessee acknowledges receipt of the above-described Equipment and acknowledges that the Equipment was in good and serviceable condition. Lessee agrees that Lessee is responsible for the safety of the Equipment and further agrees to assume full responsibility for any injury or damage which may be incurred either to persons or property, while the Equipment is in Lessee’s possession.
5. Only the parties hereto and those persons whose names are listed above are authorized to use said Equipment, and lessee will not permit said Equipment to be used by any other person without the express consent of the Lessor.
6. Lessee agrees that in the event the Equipment becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly return it to Lessor, otherwise Lessee will be charged for its use.
7. At the “Due In” time, Lessee will promptly return the Equipment and all attachments and parts belonging thereto, to the Lessor’s place of business, in the same condition as such Equipment was received, ordinary wear and tear excepted, and agrees to pay for any damage to or loss of such Equipment while in the possession or control of Lessee hereunder.
8. Lessees of boats (water craft) shall be responsible for operation of the Equipment in a safe manner and in compliance with all federal, state or local laws, which shall include but not be limited to:
  - a. All people on or towed by a water craft must wear a life jacket.
  - b. No wake jumping in heavy boat traffic, or coming unreasonably close to other boats.
  - c. No carrying more people than the water craft was designed to carry;
  - d. Lessee must observe the 100 feet rule; and
  - e. Lessee of a water craft may not allow young people to operate it illegally.
9. Lessee will not retain the Equipment beyond the “Due In” time without prior notice to and the consent of Lessor thereto. Lessee will pay rental in advance or immediately upon the return of Equipment. Lessee agrees to pay all collection charges, including a reasonable attorney’s fee if the rental is not paid when due.
10. LESSEE HEREBY WAIVES AND RELEASES LESSOR AND LESSOR’S SUCCESSORS, EMPLOYEES OR OFFICERS FROM ALL CLAIMS FOR INJURIES OR DAMAGES TO LESSEE ARISING OUT OF THE USE OF THE EQUIPMENT. NEITHER LESSOR NOR ITS SUCCESSORS, EMPLOYEES OR OFFICERS SHALL BE LIABLE TO LESSEE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT OR ACCIDENTAL BREAKAGE THEREOF. LESSEE AGREES TO INDEMNIFY AND SAVE HARMLESS THE LESSOR AND LESSOR’S SUCCESSORS, EMPLOYEES OR OFFICERS, AGAINST ALL LOSS, DAMAGE, EXPENSE AND PENALTY ARISING FROM ANY ACTION ON ACCOUNT OF ANY INJURY TO PERSONS OF ANY CHARACTER OCCASIONED BY THE OPERATION, HANDLING OR TRANSPORTATION OF THE EQUIPMENT WHILE THE EQUIPMENT IS IN THE POSSESSION OR CONTROL OF LESSEE.

**Lessee herein acknowledges receipt of a copy of this Agreement  
and has read and agrees to be bound by all terms herein.**

<p>IF DAMAGE OCCURRED DURING THE RENTAL OF THIS BOAT: Describe the nature of the damage (attach sketch if necessary) _____ _____</p> <p>Estimated cost of the repair or replace the part: \$ _____</p> <p>Paid in full how? _____ Cash or Check _____ Credit Card last 4 #'s _____ <b>Circle Type:</b> Visa Master Card Additional Information: _____ _____</p> <p>Customer Signature: _____</p>
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