

## **Lake St. Clair Rental Company, LLC**

### **Master Rental Agreement**

#### **Release of Liability**

**Assumption of Risk:** I acknowledge that boating activities involve inherent risks, including but not limited to injury or death, property damage, and loss of personal property. I voluntarily assume all risks associated with the rental of the boat, including any risks caused by the negligence of Lake St. Clair Rental Company, LLC and its employees.

**Release of Liability:** To the fullest extent permitted by law, I release Lake St. Clair Rental Company, LLC, its officers, directors, employees, agents, and affiliates, from any and all claims, actions, or damages, including but not limited to personal injury, wrongful death, property damage, and loss of personal property, arising out of or in connection with the rental of the boat.

**Indemnification:** I agree to indemnify and hold harmless Lake St. Clair Rental Company, LLC, its officers, directors, employees, agents, and affiliates, from any and all claims, actions, or damages, including but not limited to personal injury, wrongful death, property damage, and loss of personal property, arising out of or in connection with my use of the boat.

**Safety and Operation of the Boat:** I agree to follow all safety instructions provided by Lake St. Clair Rental Company, LLC and to operate the boat in a safe and responsible manner. I agree to immediately report any accidents, injuries, or damage to Lake St. Clair Rental Company, LLC.

**Governing Law and Jurisdiction:** This release of liability waiver shall be governed by and construed in accordance with the laws of the State of Michigan, and any dispute arising out of or in connection with this waiver shall be resolved exclusively in the state or federal courts located in St. Clair County, MI.

I have carefully read and understand this release of liability waiver, and I voluntarily agree to its terms and conditions. I acknowledge that I am giving up certain legal rights by signing this waiver, and I sign it freely and voluntarily without any inducement.

#### **Vessel Rules and Policy**

Renter agrees to following rules while operating any vessel(s) owned by Lake St. Clair Rental Company, LLC:

- Renter must be at least 21 years of age with a valid boater's safety certificate issued by their state of residence. Renter does not need a boater's safety certificate if he/she was born before June 30th, 1996.

- Renter will obey all Michigan state laws regarding the consumption of alcohol and/or marijuana while operating any vessel(s) owned by Lake St. Clair Rental Company, LLC.
- Renter agrees to obey all rules as it relates to passenger capacity on board any vessel(s) owned by Lake St. Clair Rental Company, LLC. Renter furthermore understands that the max capacity is set by Lake St. Clair Rental Company, LLC and may be different from the vessel's rated capacity. Lake St. Clair Rental Company, LLC will never set the max capacity above what a vessel is rated for.
- Renter agrees to ensure that all passengers on board any vessel owned by Lake St. Clair Rental Company, LLC remains seated while the vessel is underway.
- Renter agrees to obey all posted buoys and signage placed by any local, state, or federal government entity and/or agency.
- Renter agrees to not use any vessel owned by Lake St. Clair Rental Company, LLC for any watersports activities. This includes, but is not limited to: Water skiing and tubing.
- Renter understands that any vessel owned by Lake St. Clair Rental Company, LLC is not to be operated after 8pm and cannot be operated until 7am.
- Renter understands that the GPS location of the vessel is monitored and recorded.
- Renter agrees to obey all requests to return to dock from any officers, directors, employees, agents, and/or affiliates of Lake St. Clair Rental Company, LLC. A request for return is usually as a result of inclement weather.
- Renter agrees to return any vessel owned by Lake St. Clair Rental Company, LLC with a full tank of fuel. If renter fails to do so, they will be subject to the terms listed in the fuel policy.
- Renter agrees to return any vessel owned by Lake St. Clair Rental Company, LLC in the same condition that it was prior to departure. This includes removing all trash and recyclables, cleaning up any stains and/or residues, etc. Failure to do so may result in a cleaning fee up to \$50 which will be deducted from the renter's security deposit.

### **Security Deposit**

1. A \$1000 security deposit will be required on the day of departure prior to leaving the dock.
2. If there are any damages to the vessel or equipment, the cost of the repairs or replacement will be deducted from the security deposit. This includes the total loss of any equipment onboard the vessel. If the damages or loss exceed the amount of the security deposit, the renter will be responsible for paying the remaining balance. Any additional amount owed by the renter shall not exceed \$5000.
3. If the boat is not returned on time, there will be a late fee of \$50 per 15 minute increment deducted from the security deposit. If the boat is not returned within 24 hours of the rental period, the security deposit will be forfeited, and the renter will be responsible for any additional charges associated with the late return.
4. The renter is responsible for any fines or penalties incurred during the rental period, such as parking tickets, speeding tickets, or other violations. Any fines or penalties will be deducted from the security deposit.
5. Any charges incurred from failing to abide by Lake St Clair Rental Company, LLC's fuel policy, will be deducted from the renter's security deposit.

6. Any cleaning fees incurred will be deducted from the renter's security deposit.
7. By giving us your credit or debit card account information, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due.

### **Damages**

1. The Renter shall be responsible for any damage to the vessel occurring during the reservation period. The maximum amount of damages that the Renter shall be responsible for is \$5,000.
2. Responsibility for Damage: The Renter agrees to report any damage to the vessel to the Company as soon as possible. The Renter is responsible for any and all damages to the vessel that occur during the reservation period, regardless of fault.
3. Malfunction: In the event of a malfunction of the vessel. Renter agrees to notify Lake St. Clair Rental Company, LLC immediately after calling emergency services (if the malfunction is causing an imminent threat to life) and wait for further instruction.
4. Prohibited Use: The Renter agrees to use the vessel only for personal pleasure and shall not use the Boat for any illegal purpose or in any manner that would violate any law or regulation.
5. Insurance: The Company maintains liability insurance covering the Boat and its operation, but this insurance does not cover damage to the vessel caused by the Renter.
6. Indemnification: The Renter shall indemnify and hold harmless the Company from any and all claims, damages, liabilities, and expenses arising out of the Renter's use of the vessel.
7. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

### **Fuel Policy**

1. Renter agrees to return any vessel owned by Lake St. Clair Rental Company, LLC with a full tank of fuel.
2. Failure to return the vessel without a full tank of fuel will result in a \$25 charge plus 2x the cost of the fuel.

### **Reschedule/Cancellation Policy**

We have a worry-free reschedule/cancellation policy. For any reason, prior to taking possession of the boat, you can reschedule or cancel your rental for a full refund with no fees or penalties.

We want your day on the water to be the best it can be.

### **Additional Rights Reserved**

Lake St. Clair Rental Company, LLC reserves the following rights:

1. The right to cancel any reservation with no requirement of explanation with full refund.
2. The right to terminate any reservation early with no requirement of explanation with a prorated refund.
3. The right to decline service to any individual for any reasonable belief that the said individual is incapable or not qualified to operate a vessel.

**Acknowledgement**

I have carefully read and understand this agreement in its entirety and voluntarily agree to all of its terms, conditions, and policies.