

**HUDSON PROPERTY INVESTMENTS, LLC
PONTOON BOAT RENTAL AGREEMENT**

Rental Date: _____ Time of Rental _____

Name: _____ Date of Booking: __/__/____

Address: _____ City: _____ State: ____ Zip Code: _____

Phone or Cell Phone: _____ E-Mail: _____

Driver's License #: _____ State: _____ DOB: _____

*****ALL RENTERS AND ANYONE OPERATING THE BOAT MUST BE AT
LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE*****

Credit Card Number: _____ - _____ - _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Name on Credit Card: _____ Exp. Date: _____ CVV2: _____

Billing Address if different than above: _____

Per Day Rental: _____ dollars (\$_____) per day.

Cancellation Policy: Reservations cancelled inside 7 days will forfeit deposit unless boat can be re-rented.

Deposit: Reservations require a damage/fuel deposit of \$ 500.00 .

Cancellation Policy Explained to Customer

Deposit Explained to Customer, No Skiing, No Tubing, No Towing, No Grilling

_____ \$ 500.00 Deposit accepted on _____, _____

_____ Number of Individuals on Boat

EQUIPMENT TO BE RENTED:

RENTAL DATES/TIMES:

RENTAL RATE:

PAYMENT TOTAL:

Boat Experience (Hours and detail): 8:00am to 8:00pm

RENTER TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, _____ (hereinafter referred to as the "OWNER") agrees to lease the boat and equipment described herein to the undersigned (hereinafter referred to as the "RENTER") the boat and equipment described herein.

THE RENTER CERTIFIES THAT THEY WILL OPERATE THE BOAT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS, AND FURTHER CERTIFIES THAT THEY HAVE READ AND UNDERSTAND SAID RULES AND REGULATIONS.

RENTER AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL BOAT TO OWNER IMMEDIATELY.

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 to prevent waves from entering the boat from rough water or water sports activity.

This certifies that the RENTER is experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. RENTER agrees said boat will not be occupied by a greater number of persons that is shown in this rental agreement and that the boat is rated for. The RENTER is aware of the NO WAKE areas and is responsible for any damage caused by not following the NO WAKE rules. The RENTER will not remove any equipment from the Lake of Egypt and will operate said boat within the limits of the Lake of Egypt. WATER SKIING, TOWING, TUBING, GRILLING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTIONS.

I authorize and allow the OWNER to charge my credit card for any damages to or loss of boat and equipment at replacement cost. Boat rental price does not include refueling. **Boat must be returned with full fuel tank or RENTER will be charged the cost of the fuel plus a service charge of 1.5 times the amount of the fuel.**

A major credit card authorization (VISA, MasterCard, Discover, or Debit) in the amount of _____ dollars (\$ _____) shall be retained by the OWNER as partial compensation for failing to return said rental boat in good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges or fuel charges (plus service fee) upon return of boat by RENTER. This deposit shall be returned to RENTER upon completion of the inspection at the end of the rental period.

RENTER agrees not to use, nor permit the use:

- a. of the rental boat for any unlawful purpose.
- b. of the rental boat in a careless or negligent manner.
- c. of the rental boat while under the influence of drugs or alcohol.
- d. by any other person not the signatory of the agreement, not at least 25 years of age, and not equally qualified; and
- e. of the rental boat after sunset.

RENTER agrees to the following:

- a. The maximum capacity of persons on boat is eight (11) or 1900 lbs.
- b. Abide by the weight limit placarded on boat.
- c. The whistle located on the steering wheel must be always kept there.
- d. The fire extinguisher located in the steering column storage behind the steering wheel is to be always kept there.

RENTER acknowledges their responsibility for the safe and proper operation of the boat, and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY RENTER that the OWNER shall not be liable for damages, inconvenience or time caused by accident, breakdown or malfunction of the rental boat. RENTER FURTHER AGREES to indemnify and hold harmless the OWNER and its agents, affiliates, and personnel 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 said rental boat. RENTER further agrees to hold the OWNER harmless should loss or damages occur to any RENTER'S personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft or any other causes whatsoever.

RENTER expressly agree that 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.

RENTER expressly agrees to indemnify and hold OWNER and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fees and/or liability in connection with the enforcing of the forgoing rental contract by OWNER, including expenses incurred in connection with attempting to collect delinquent rent and in the event of suit by OWNER, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in Williamson County, Illinois.

In the event of a malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the RENTER will immediately report it to the OWNER by telephone at 618-606-6480. Continued use of it shall be entirely at the RENTER'S risk and thus RENTER assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

OWNER reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

The rules and regulations contained herein are for the safety and welfare of all who use the boat. The RENTER certifies that they have read and understood said rules and regulations and further assumes the responsibility that their family and or guest(s) will obey the rules.

LESSOR 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 LESSOR 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.

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder of the terms shall not be affected, and they will remain in full force and effect.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH; I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

RENTER SIGNATURE: _____ DATE: _____

Additional Operators or Passengers and Age

1) _____ 6) _____

2) _____ 7) _____

3) _____ 8) _____

4) _____

5) _____

There are four (4) pages to this agreement.