Watercraft and Equipment Rental Contract

Sardis Lake Marina LLC

(662) 578-7922
30117 Blackjack Drive
Sardis, MS 36888
www.SardisMarina.com

Renter/Lessee Full Name: _____ **Date:** _____/_____/_____

Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Home Phone: _____ **Cell Phone:** _____ **E-Mail:**_____

CREDIT CARD NUMBER: _____ ***Exp.***_____ ***CVV:***_____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUST.

Exact Name on Credit Card: _____ ***Billing Zip Code:*** _____

EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: _____

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

****ALL OPERATORS MUST BE AT LEAST 21 YEARS OF AGE AND PROVIDE PROOF OF AGE****

Deposit and Payment Policy: Reservations will only be confirmed after receipt of $100 per day rental deposit. Deposit will be applied to payment unless refunded subject to Cancellation Policy. Payment is due in full at time of pickup.

Cancellation Policy: Deposit will be refunded only if reservation is canceled and confirmed canceled by Lessor more than 14 days from scheduled day of pick up. Reservations cancelled inside 14 calendar days will forfeit deposit. Reservations cancelled within 48 hours of scheduled pick up will forfeit the full rental payment.

Cancellation number (provided by Lessor) _____

Deposit: Reservations require a deposit of $100.00 per Day per Boat

_____ **Cancellation Policy Explained to Customer**
_____ **Deposit Explained to Customer**
_____ **Reservation taken by**_____
_____ ***Loaded into SardisMarina.com's Booking Calendar***

Date(s) Rented: _____ **Number of people:** _____ **Rental Fee:** _____

$100.00/Day/Boat Rental Deposit: $ _____ *Date:* _____ *Employee:* _____

RENTAL FEES: (Full Day is from 9:00AM-6:00PM)

_____ 2004 22' PONTOON BOAT (10 persons max) **$300 DAILY** | **Number of Days Rented:** _____

_____ 2001 MONTEREY SKI BOAT (7 persons max) **$350 DAILY** | **Number of Days Rented:** _____

Equipment Rentals:

_____ Water Skis (per pair) **$45 DAILY**

_____ Two Person Tube (each) **$50 DAILY**

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

In consideration of the agreement herein, Sardis Lake Marina (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft or equipment is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME equal to an additional DAY's rate.
Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.
Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE **MALFUNCTION/BREAKDOWN** CLAUSE WHICH FOLLOWS.
Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damage caused by my wake. I, the LESSEE (S) will not remove any equipment from said craft and I (We) have familiarized myself/ourselves with a chart of the area NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.
Initial: _____

I authorize and allow SARDIS LAKE MARINA, LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. I understand that the Boat will be issued full of oil, and fuel and that I am responsible for returning in same condition. I further understand that the Boat must be re-supplied with fuel and oil at SARDIS LAKE MARINA.
Initial: _____

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody.
Initial: _____

I agree to supply Lessor with a major credit card (VISA, MasterCard, Discover, American Express or Debit) and authorize (if required) Lessor to process a charge in the amount of five hundred dollars ($500.00) if required, as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to Lessor's insurance deductible in the event an insurance claim must be filed do to the actions, negligence or behavior of LESSEE
Initial: _____

LESSEE agrees not to use, nor permit the use:
a. of the rental craft for any unlawful purpose;
b. of the rental craft in a careless or negligent manner;
c. of the rental craft while under the influence of alcohol or narcotics; or any other drugs
d. by any other person not the signatory of the agreement
e. of the rental craft after dark.
Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FUTHER AGREES to indemnify and hold harmless the LESSOR 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 craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.
Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, 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 the county of LESSOR.
Initial: _____

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.
Initial: _____

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee, LESSEE agrees to hold harmless LESSOR for the acts of others, acts of God, or any other cause beyond LESSOR'S control.
Initial: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather, equipment or mechanical malfunction, or any other reason deemed appropriate by LESSOR. Rental fees will be prorated based on time used.
Initial: _____

LESSEE agrees to pay an additional fee if watercraft and/or equipment runs out of fuel. Said fee shall be $100 for each hour it takes Sardis Lake Marina staff to tow watercraft and/or equipment back to Marina dock.
Initial: _____

LESSEE agrees to remove all trash/debris from watercraft and/or equipment and to depose of said trash/debris in the appropriate containers at the top of the ramp or be charged a $50.00 clean up fee.
Initial: _____

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.
Initial: _____

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 remainder shall not be affected and will remain in full force and effect.
Initial: _____

This Agreement and all disputes arising out of or related to Agreement or the products or Services provided under this Agreement will in all respects be governed by and construed, interpreted and enforced in accordance with the laws of the State of Mississippi without giving effect to its principles of conflicts of laws. Additionally, any suit, action or proceeding with respect to this agreement or the Services shall be brought in the courts of the state of Mississippi, county of Panola, or in the United States District Courts for the Northern District of Mississippi, and LESSOR hereby submits to the exclusive jurisdiction of such courts for the purpose of any suit, action or proceeding. LESSOR further irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in the courts located in the state of Mississippi, county of Panola and that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
Initial: _____

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

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

LESSOR:

Name (Print): _____

Title: _____

Date: _____

Signature: _____

LESSOR:

Name (Print): _____

Title: _____

Date: _____

Signature: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT – MISSISSIPPI

I. DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Sardis Lake Marina Inc... *(For purposes of this Waiver and Release, the term "Sardis Lake Marina Inc." includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Sardis Lake Marina Inc.). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Sardis Lake Marina Inc. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the a event that he/she fails to notify Sardis Lake Marina Inc. of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Sardis Lake Marina Inc. .**
Initial: _____

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.
Initial: _____

III. EXPRESS ASSUMPTION OF RISK- The undersign herby agrees that he/she is renting, operating or using the equipment provided by Sardis Lake Marina Inc. at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, **even if the risks arise out of the negligence or fault of Sardis Lake Marina Inc.**
Initial: _____

IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Sardis Lake Marina, Inc. from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Sardis Lake Marina, Inc. regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Sardis Lake Marina, Inc. shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Sardis Lake Marina, Inc. shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY SARDIS LAKE MARINA, INC.**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Sardis Lake Marina, Inc...
Initial: _____

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Sardis Lake Marina, Inc. for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Sardis Lake Marina, Inc., **even if such damages arise out of the negligence or fault of Sardis Lake Marina, Inc.**
Initial: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Sardis Lake Marina, Inc. with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Sardis Lake Marina, Inc. for Sardis Lake Marina, Inc.'s negligence.**
Initial: _____

_____ **RENTER** **DATE**	_____ ALTERNATE OPERATOR	_____ ALTERNATE OPERATOR
_____ ALTERNATE OPERATOR	_____ ALTERNATE OPERATOR	_____ ALTERNATE OPERATOR
_____ ALTERNATE OPERATOR	_____ ALTERNATE OPERATOR	_____ ALTERNATE OPERATOR