

Rental Agreement

This Rental Agreement (hereinafter, "Agreement") is made between Trufant Pontoon Rentals, LLC, (hereinafter, "Owner") and the individual named as renter below (hereinafter, "Renter"). In return for good and valuable consideration exchanged, the sufficiency of which is hereby acknowledged, Renter agrees to and accepts all of the terms and conditions contained herein.

1. **Boat Rental.** The rental shall be as follows:

Rental fee: _____
 Boat reserved: _____ (hereinafter, "Boat")
 Other equipment reserved: _____
 _____ (hereinafter, "Equipment")

Rental date: _____
 Time start: _____ Time end: _____

Number of passengers (not including Renter): _____

Only the following people shall be authorized to drive the Boat:

Name	Date of Birth	Driver's License No.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. **Waiver.** By signing below, **Renter hereby warrants that he or she has read and has fully executed the Participation Agreement and Waiver, the terms of which are hereby incorporated by reference as though fully articulated herein.** Renter shall ensure and hereby warrants that all passengers have signed the Participation Agreement and Waiver before riding on the Boat. Renter shall ensure that no more than the boat does not exceed the number of passengers stated above.

3. **Deposit.** Renter shall pay a **\$500.00** security deposit. Owner shall be authorized to charge Renter's credit card on file for the full amount of the security deposit. Owner shall return the security deposit—less the value of damage caused to the Boat, if any—promptly upon the return of the Boat. If the Boat is returned after the Time end stated above, then Owner may draw against the security deposit for the additional rental time at twice the rental rate stated above. Renter hereby agrees that the doubled rate describes liquidated damages and not a penalty, and he or she acknowledges that the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, and that the doubled rate specified bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with the unanticipated loss of use of the Boat.

4. **Damages.** Owner reserves the right to inspect rental equipment up to thirty (30) days after the rental period if necessary to have repairmen view and fix any damage that was incurred while Renter had the Boat and Equipment in his or her possession. If damage is caused during the rental period, Renter authorizes Owner to charge the credit card on file for the full amount of any such damages. Renter shall be responsible for all damages, even if they exceed the amount of the initial security deposit. In the event that Owner files a lawsuit against Renter seeking reimbursement for property loss or damage, Renter shall pay for Owner's related attorney fees, costs, and interest in addition to any award granted to Owner.

5. **General Provisions.** Michigan law will govern any litigation arising out of this Agreement. Any litigation must be held in a Michigan forum. If any terms of this Agreement or the application of them to any person or circumstance are determined to be null and void, ineffectual, invalid, or unenforceable by any competent tribunal, the remaining terms or the application of the terms to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected and shall continue in full force and effect. The waiver by either party of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged. The use of pronouns to refer to any party in this Agreement will be deemed a proper reference whether the party is an individual, a partnership, a corporation, or any other group or entity. Any and all section titles in this Agreement are for convenience or reference and in no way define, limit, or affect the meaning of this Agreement. The introductory paragraphs, which have no paragraph titles, are binding and enforceable even though unnumbered and untitled. This Agreement contains the entire understanding between and among the parties concerning these matters and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement. The parties agree that they have been given an opportunity to have this Agreement reviewed by their respective attorneys, and that both parties are not relying upon any legal advice provided by the other party or on the other party's behalf. Renter acknowledges that he or she has been offered a copy of this Agreement.

I have carefully read and fully understand all provisions in this Agreement. I agree to comply with this Agreement in its entirety. Signed,

Renter Signature: _____ Date: _____
 Renter Name: _____
 Renter Address: _____

 Renter Phone: _____