

RENTAL DATES \_\_\_\_\_ BOAT \_\_\_\_\_ REGISTRATION# \_\_\_\_\_

#OF DAYS \_\_\_\_\_ CHECK-IN TIME \_\_\_\_\_ RETURN TO MARINA BY \_\_\_\_\_ PM DAILY

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ DI# \_\_\_\_\_

By signing this agreement, the undersigned as lessee hereby hires the boat above from King Creek Resort & Marina subject to the following terms and conditions.

### Conditions of Rental

In consideration of rental of the equipment described above, I hereby relieve King Creek Resort & Marina of all responsibility for personal injury and/or damages in case of any type of accident, whether it be caused by my fault or the fault of King Creek Resort & Marina, while on the grounds or in the above boat. Furthermore, I am responsible for the safety of myself and any guests I may have on the boat.

I assume complete responsibility for the boat, motor and equipment. I agree to pay for any damages to the boat, motor and/or loss of any equipment from the boat during the time rented to me.

I agree to indemnify and hold harmless and relieve King Creek Resort & Marina of all responsibility from and against all loss, personal injury or damage from defects in the above mentioned equipment or from the misuse or abuse of the said equipment by me, my agents, servants, guests or those claiming under me (without regard to any question of due care or want of care on the part of King Creek Resort & Marina or its agents or its personnel including all claims for personal injury or damage to property sustained by third persons).

In the event of litigation because of the rental of the equipment described above, or involving the terms hereof, the prevailing party shall be entitled to an award of attorney fees.

### TERMS OF AGREEMENT

The undersigned certifies that they are at least 20 years old and agrees that they will be the sole operator of above equipment \_\_\_\_\_

#### The undersigned agrees :

- They will not operate the above equipment under the influence of alcohol or drugs \_\_\_\_\_
- To abide by all the laws of the Commonwealth/State in which the above equipment is being used/operated, and to pay any fines assessed against the undersigned while they are renting above equipment \_\_\_\_\_
- To Pay a non-refundable insurance policy fee of \$40.00. This insurance policy has a \$500 deductible. Any damage under \$500 the undersigned will pay 100% of the costs to repair. Total out of pocket maximum for the undersigned is \$500 \_\_\_\_\_
- That they will operate the rental equipment in designated areas and at no time shall the equipment be taken from Kentucky Lake \_\_\_\_\_
- That they are aware of the NO WAKE areas and it is their responsibility for any damage caused by their wake \_\_\_\_\_

The undersigned may not assign their rights and may not let any unnamed party use or sub-let the rented equipment \_\_\_\_\_

The rental equipment must be returned to the marina location by the check in time or late charges will be charged at the rate of \$30 per 1/2 hour increments. Any rental that is for a period longer than one day will also be returned to the marina by check in time \_\_\_\_\_

No more than the COAST GUARD approved number of people on the boat at a time or the weight limits of above boat \_\_\_\_\_

THE UNDERSIGNED IS RESPONSIBLE FOR ALL GAS AND OIL USED DURING THE RENTAL PERIOD \_\_\_\_\_

\_\_\_\_\_ Persons on the boat at the time of rental.

Lessee certifies that they have examined the craft, there is no damage, and it is acceptable \_\_\_\_\_

Lessee Signature \_\_\_\_\_ Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Safety Equipment on Board and Fees for Damage or Loss

- |   |                                    |                                       |                                      |
|---|------------------------------------|---------------------------------------|--------------------------------------|
| _____ PFD Life Jackets (\$50each)           | _____ Paddle (\$25 each)           | _____ Bumpers and Fenders (\$50 each) | _____ Anchor and Line (\$75)         |
| _____ Tie off line (\$10 each)              | _____ PFD Throw device (\$40 each) | _____ Boarding ladder (\$300each)     | _____ Fire Extinguisher (\$35 each)  |
| PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE |                                    |                                       | _____ Propeller & Skag (up to \$250) |