



The Ski Hut, Inc.

216 S. Hwy 141 ♦ Crivitz, WI 54114 ♦ 715-854-2360
 Jerry's Cell #: 715-927-1826 ♦ Dave's Cell #: 715-927-5526

**Outboard Motor
 Rental Agreement & Release of Liability**

Lessee:	Date Of Birth: / /	
Driver's License #	Phone #: () -	
Address:		
City:	State:	Zip:
Credit Card # - - -	Exp. Date: / /	

EQUIPMENT BEING RENTED

Make:	Model:	Year:
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RENTAL PERIOD

FROM:	Date: / /	Time: am pm
TO:	Date: / /	Time: am pm

The Ski Hut, Inc. (the **LESSOR**) and **LESSEE** (listed above) agree and enter into the following contract for the rental of the outboard motor as listed above for the rental period specified.

RENTAL LOCATION:

The Lessee agrees that the rental period shall begin and terminate at **216 S Highway 141**, in the city of **Crivitz, State of Wisconsin, 54114**. The Lessee specifically acknowledges that this contract shall not terminate until the motor is returned to the above address.

RENTAL PAYMENT:

The Lessee shall make payment in full before beginning use of outboard motor in the amount listed below to cover the agreed upon rental period. **Lessee also agrees to pay late fee in the amount of \$100.00 per hour for every hour beyond the above termination time, and until the keys have been accepted personally by an employee of the Lessor**, up to but not exceeding the blue book retail price of the motor on the date rental begins.

SECURITY DEPOSIT:

In addition to the rental payment, the Lessee shall pay a security deposit in the amount specified below. The security deposit must be charged to a credit card. The security deposit shall be returned or credited back to the Lessee upon return of the motor in the same condition it was in at the beginning of the rental period including a full tank of gas. If there is new damage to the motor the security deposit shall be used to pay for the repairs with any excess being returned to the Lessee. The security deposit shall also be used to pay for gas, in the event that the motor is returned without the gas being full (see below). If the cost of repairs exceeds the security deposit, Lessee agrees to make payment in full for all repairs immediately. Lessee shall be provided with an itemized repair bill before any repairs are performed. Repair costs shall not exceed the blue book retail price on the outboard motor on the date rental began. All repairs must be performed at The Ski Hut, Inc. of Crivitz, Wisconsin.

MINIMUM AGE:

The Lessee has provided evidence that he or she is at least 18 years of age.

HEALTH OF LESSEE:

The Lessee certifies that he or she is in good health, has no physical defects that may be of danger to themselves or anyone else, and that he or she is capable of safe operation of the motor. Furthermore, the Lessee certifies that he or she is NOT under the influence of alcohol or drugs (legal or otherwise) and that Lessee will remain in such condition throughout the rental period.

OPERATION AND USE:

The Lessee agrees that he or she is the only person entitled to operate the motor under the contract and that Lessee is solely responsible for the care, custody and control of said motor during the rental period. Lessee specifically accepts responsibility for any persons that may operate the motor during the rental period whether or not such operator has been granted permission from the Lessee. Furthermore, the Lessee agrees to operate the motor in a careful, proper and lawful manner, complying with all laws and regulations governing the operation of boats in the State of Wisconsin.

RISK OF LOSS OR DAMAGE:

The Lessee has been advised and understands that the Lessor does not maintain insurance upon the rented motor that would provide for or insure the Lessee against loss or damage to either his or her person or property or that of another.

The Lessee acknowledges that he or she has carefully examined the motor and finds it suitable for the purpose for which it will be used and that other than the existing damages identified in this contract and witnessed by the lessee and Lessor the motor shall be returned in the same condition as it was in at the beginning of the rental period. The Lessee further assumes all risks of loss or damage to the motor from any cause with exception of normal wear and tear consistent with the number of hours incurred during the rental period. In the event of malfunction, breakdown, or if any defects or damages are discovered after the beginning of the rental period, the Lessee shall immediately report same to Lessor. Continued use after such discovery or event shall be entirely at the Lessee's risk and thus Lessee assumes all liabilities for any injury or damage to any and all persons and property arising as a result of the continued use.

The Lessee understands and agrees that outboard motors and their operation is an inherently dangerous activity which could lead to serious physical injuries/ or death. The Lessee also certifies that he or she is familiar with the operation of pontoon boats and the rules and regulations and laws governing their operation on public waterways.

RELEASE OF LIABILITY AND INDEMNITY:

The Lessee agrees and understands that the Lessor is and shall not be held responsible for any damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rented motor.

Lessee hereby agrees to bind himself or herself, their heirs, personal representatives, and assigns and hereby releases and discharges Lessor and its owners, employees, agents, and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorneys fees which the lessee or the Lessee's heirs, personal representatives, and assigns may incur as a result of actions flowing from this rental contract, including any and all claims for negligence created by or arising from the use, operation, or handling of the motor by Lessee or anyone else during rental period. Further the Lessee hereby agrees to defend, indemnify and hold harmless, Lessor, its owners, employees, agents, and assigns from all claims, damages, demands, costs, losses, expenses, actions, and judgments, which are created by or arising out of the Lessee's care, custody, control, and or operation of the motor during the rental period. Lessee understands and agrees that this indemnity provision includes indemnifying and holding the Lessor harmless from and against any claims for loss of or damage to property or injury to persons (including death) resulting from the use, operation, handling or transportation of the motor. Lessee also agrees to hold the Lessor harmless should loss or damage occur to any of the Lessee's personal property while carried in or on the motor including loss or damage due to fire, water, theft or any other cause whatsoever.

ATTORNEYS FEES AND COSTS TO ENFORCE CONTRACT:

The Lessee expressly understands and agrees that he or she is liable for any and all costs incurred by the Lessor including attorney fees, as a result of the Lessor's having to enforce the terms of this rental contract including collection of delinquent rent, repair costs, cost of recovering possession and filing and managing of a lawsuit required to enforce any or all of the terms of this contract.

JURISDICTION AND VENUE:

The Lessee expressly understands and agrees that all activities involving these parties and the rental of the motor have occurred in Marinette County, Wisconsin. Lessee further waives and defense he or she may have to jurisdiction and venue being held in Marinette County, Wisconsin, and agrees that said County is the proper venue should a lawsuit arise between these parties as a result of the parties entering into this contract.

EQUIPMENT CONDITION CHECKLIST:

The Lessor and Lessee have inspected the pontoon boat before any use by the Lessee and each party has acknowledged witnessed the condition of the motor including the existing damages, described below.

ENTIRE AGREEMENT:

Should any term or condition of this rental agreement be determined to be void or unenforceable, that term or condition shall be deemed severed from this agreement and the enforceability of the remaining terms shall not be affected and will remain in full force and effect.

The terms and conditions contained in this contract contain the entire understanding between the Lessee and Lessor and the parties acknowledge by signing this contract **including the terms of the attached I.W.S.F. Craft rental Agreement signed in blank and relying on all information contained in page 1-2 of this agreement** that no other representations or inducements, oral or written have been made which are not included with in this rental agreement.

GAS:

The rental shall be returned with a full gas tank (Mid-grade - 89 Octane).
In the event that the motor is returned without the gas tank being full, you will be charged a \$55.00 service fee.

Initials _____

I have read and understand the above Agreement and agree to be bound by its terms.

Daily Rental Charge:	
Number of Days Rented:	
Subtotal:	
Tax:	
Security Deposit:	\$250.00
Less Deposits:	
Total Due at Pick-up:	

Lessee Signature

Date

Lessor Signature
(The Ski Hut, Inc.)

Date