

Lake Ray Hubbard Jet Ski Rentals, LLC

JET SKI RENTAL AGREEMENT

To rent our jet ski's you must be 21 years of age with a valid drivers license and a major credit card for possible damages to the jet ski. Prices are subject to change without notice.

Lessee acknowledges and agrees as follow:

1. **Inspection.** The Lessee acknowledges having personally inspected the rental equipment prior to use, and finds it suitable for his/her needs and in good condition, that he/she understands its proper use and agrees to notify the Lessor of any defects. Lessee agrees to use the equipment only in accordance with the manufacturer's instructions within its rated capacity.

2. **Malfunctioning Equipment.** If equipment becomes unsafe or in disrepair, Lessee agrees to discontinue use and notify the Lessor immediately. Lessor will replace the equipment with similar equipment in good working order, if available.

3. **Warranties.** There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for the Lessee's intended use or that it is free from defects. The Lessee agrees that the Lessor is neither the manufacturer of the equipment nor the agent of the manufacturer.

4. **Hold Harmless Agreement.** Lessee agrees to defend, indemnify, and hold harmless the Lessor, its subsidiaries, officers, agents, and employees, from and against all loss, liability, claim, actions, or expenses, including reasonable attorney fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons as a result of the use, possession, operation, or transportation of the equipment, or Lessee's failure to comply with the terms of this agreement.

5. **Assignments, Subleases, and Loans of Equipment.** The Lessee may not sublease or loan the equipment without the Lessor's written permission.

6. **Time and Return and Lessor's Remedies.** The Lessee's right to possession terminates on expiration of the rental period listed on their contract, and retention of possession after this time constitutes a material breach of this contract. In case of Lessee's failure to return the equipment, or if Lessor deems itself insecure, Lessor may peaceably enter the premises where the equipment is located and render it inoperative or remove it with or without process of law and without any notice or liability to Lessee. Lessee will remain liable for the equipment or for any loss or injury to the equipment, notwithstanding the exercise of these remedies. The remedies provided herein in favor of Lessor are not exclusive but shall be cumulative and in addition to all of the remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively. The Lessor, in their own discretion, may report as stolen all personal property not returned at the time required per the stated terms of this contract or if conditions and circumstances indicate theft prior to that time.

7. **Damage or Lost Equipment.** The Lessee agrees to pay for any damage to or loss of equipment, as an insurer, regardless of cost, except reasonable wear and tear, while equipment is out of the possession of Lessor. Equipment damage beyond repair will be paid for by Lessee at its replacement cost, including down time and transportation costs, when rented. The Lessee is obligated to submit a copy of police report to the Lessor regarding all losses which occur by theft or mysterious disappearance.

8. **Collection Costs.** The Lessee agrees to pay all reasonable collection costs, attorney fees and expenses, and other expenses involved in the collection of the charges or enforcement of Lessor's rights under this contract.

9. **Accident Notification.** The Lessee will immediately notify the Lessor in the event of any accident.

10. **Prohibited Uses. Use of the equipment under the following circumstances is prohibited and constitutes a breach of this Agreement:**

- (a) Use for an illegal purpose or use in an illegal manner.
- (b) Use when the property is in bad repair or is unsafe.
- (c) Improper or unintended use or misuse, abuse or improper handling of the equipment.
- (d) Use by another other than the Lessee, without the Lessor's written permission.
- (e) Overloading, exceeding rated capacity, misuse, abuse or improper handling of the equipment.
- (f) Use of the equipment in any race, test, or contest.
- (g) Reckless, negligent, or abusive use, or use by Lessee (or with Lessee's permission) which intentionally damages the equipment.
- (h) Use of the equipment in any fashion or manner for which it was not designed or which is beyond the manufacturer's rated capacity of the equipment.

11. **Lessee's Compliance with Law.** Lessee will, at its own expense, comply with all federal, state, and local laws and regulations affecting the equipment and its use and operation (collectively, the "Laws"). By way of illustration and not in limitation of the foregoing, Lessee acknowledges that Texas law provides as follows:

All equipment requirements for regular motorboats also apply to a personal watercraft ("PWC"). In addition to those requirements:

- (a) Each occupant must wear a life jacket (any person being towed by a PWC is considered an occupant of the PWC, and is required to wear a life jacket);
- (b) If the PWC is equipped with a cut-off or kill switch, it must be attached to the operator or operator's clothing; and
- (c) Inflatable life jackets are NOT approved for use on a PWC.

Lessee understands and agrees that any fines or penalties assessed as a result of Lessee's failure to comply with any Laws shall be the sole responsibility of Lessee.

12. **Attorney Fees.** In the event of any act to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to attorney fees and costs in addition to all other costs and expenses allowed by law.

13. **Liability Waiver.** Any person who is to operate or use the leased equipment shall first sign a Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement ("Waiver") in form satisfactory to the Lessor.

14. **Merger/modification/severability.** This Agreement and the Waiver express the entire agreement between the parties with respect to the subject matter hereof and no oral representations, statements or inducements have been made apart from this Agreement and the Waiver. No change, modification or alteration of the terms hereof will be effective as against Lessor unless the same is in writing and signed by a duly authorized representative of Lessor. Lessee's execution of this Agreement and/or acceptance of delivery of any part of the equipment to be furnished hereunder shall constitute Lessee's acceptance of all of the terms and conditions contained herein. To the extent permitted by law, this Agreement is performable in Rockwall County, Texas and shall be governed by the laws of Texas. Any proceeding brought to enforce or construe this Agreement or any part of this Agreement shall be brought in a court of competent jurisdiction in Rockwall County, Texas. If any provision or any part of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this and the provisions of this Agreement are declared severable.