

Cedar Creek Boats Liability and Rental Agreement

Renter is subject to the following terms and conditions by L & C Associates, LLC (hereafter referred to as the "RENTAL COMPANY").

Upon arrival, a security deposit will be required. The deposit can be a paid via credit card or shall be held in cash. The security deposit will be returned after the rental craft is checked out for damage and the rental bill and all charges are paid.

1. All RENTER(S) born must be 21 years of age.
2. RENTER(S) acknowledges his/her responsibility for the safety and proper operation of the craft and for the safety and welfare of the other boaters and persons. No other person other than the RENTER(S) will operate the equipment. RENTER(S) further agrees that in the event that said equipment is operated by any other person or persons other than RENTER(S), full responsibility will be assumed by RENTER(S) for any and all bodily injury and/or property damage and RENTAL COMPANY will be absolved and held harmless of any and all liability and/or property damage as a result of noncompliance by RENTER(S) on respect to all the aforementioned.
3. RENTER(S) 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 and/or narcotics;
 - d. By any other person not the signatory of the agreement, or not equally qualified
4. Security deposit shall be retained by RENTAL COMPANY 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 by RENTER(S). RENTER(S) agree and understand that in the even that damage or loss is incurred on any watercraft or equipment rented by RENTER(S), RENTAL COMPANY will retain the damage deposit. RENTER(S) understands and authorized RENTAL COMPANY to force funds from the security deposit held on the credit card provided.
5. All damages will be settled upon return of the rental craft. Upon return of crafts, if there is damage RENTER(S) will pay using deposit. If damage exceeds deposit RENTER(S) is still responsible for all damages to craft or equipment.
6. RENTER(S) agrees not to dispute or chargeback any charges for damages, missing or broken articles to RENTAL COMPANY equipment.
7. In the event that RENTAL COMPANY must file suit to collect for any damages to rental craft, losses incurred or collect for down time resulting from damaged craft, RENTER(S) will be held responsible for all RENTAL COMPANY's legal/attorney fees.
8. RENTER(S) will accept the liability for all lost revenue due to cancelled reservations during the time required to complete repairs on damaged crafts or equipment.
9. It is AGREED AND UNDERSTOOD BY RENTER(S) that RENTAL COMPANY shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rental craft. RENTER(S) FURTHER AGREES to indemnify and hold harmless RENTAL COMPANY from, and against any and all claims for loss of or damage caused by fire, water, theft or any cause whatsoever.
10. **(A)** RENTER(S) EXPRESSLY AGREES TO INDEMNIFY AND HOLD RENTAL COMPANY HARMLESS OF, FROM, AND AGAINST ANY AND ALL LOSS, COSTS, DAMAGES, ATTORNEY FEES AND/OR LIABILITY IN CONNECTION WITH THE ENFORCING OF THE FOREGOING RENTAL CONTRACT BY RENTAL

COMPANY, INCLUDING EXPENSES INCURRED IN COLLECTION OR ATTEMPTING TO COLLECT DELINQUENT RENTAL FEES AND IN THE EVENT OF SUIT BY RENTAL COMPANY TO RECOVER POSSESSION OF SAID RENTAL PROPERTY AND/OR TO ENFORCE ANY OF TERMS, CONDITIONS AND/OR PROVISIONS HEREOF. IT IS UNDERSTOOD AND AGREED THAT VENUE OF ANY ACTION HERE UNDER SHALL BE IN THE COUNTY OF RENTAL COMPANY. **(B)** LESEE 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 RENTER THAT THE RENTAL COMPANY SHALL NOT BE HELD LIABLE FOR DAMAGES, INCONVENIENCE OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE RENTAL CRAFT. RENTER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY 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. RENTER FURTHER AGREES TO HOLD RENTAL COMPANY HARMLESS SHOULD LOSS OR DAMAGE OCCUR TO ANY RENTER'S PERSONAL PROPERTY WHILE CARRIED IN, OR ON, THE RENTAL CRAFT INCLUDING LOSS OF DAMAGE BY FIRE, WATER, THEFT OR ANY OTHER CAUSES WHATSOEVER, AND RENTER ASSUMES FULL RESPONSIBILITY FOR SAME.

11. In the event of malfunctions, breakdown, or if any defect is discovered after acceptance of the rental craft, RENTER(S) will immediately report same to RENTAL COMPANY. Continued use of it shall be entirely at RENTER(S)'s risk and thus RENTER(S) assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
12. RENTAL COMPANY's ability to provide a rental craft, if reserved, is CONTINGENT upon and subject to the return of the unit by the previous RENTER(S) or any other cause beyond RENTAL COMPANY's control.
13. RENTAL COMPANY is the only party who will authorize repairs. RENTAL COMPANY reserves the right to have damages repaired by whomever they deem acceptable and capable. RENTER(S) waives the right to dispute who performs repairs.
14. The rules and regulations contained herein and as posted in the website, on the craft, and/or the grounds by RENTAL COMPANY are for the safety welfare of all who use the facilities. RENTER(S) certifies that he/she has read and understands said rules, and regulation and further assumes the responsibility to see that his/her family and /or guest(s) will obey the rules.
15. Should any term or condition of the Lease Agreement be held void or unenforceable, then that term shall be deemed severed from the Agreement and enforceability of the remainder shall not be affected and will remain in full force and effect.
16. Rescue fee minimum charge: \$85 first 30 min. \$125 per hour thereafter.
17. ABSOLUTELY NO CASH REFUNDS!
18. RENTER(S) rents all crafts at their own risk. All watercrafts are to be returned clean, or a \$150.00 cleaning fee will be collected from the deposit. All crafts will be thoroughly inspected upon departure and return to ensure optimum quality control.
19. RENTER(S) has carefully read the foregoing agreement/contract/release and understands and agrees to the contents thereof. When signed, this contract will bind RENTER(S). Signed in Texas and subject to and governed by Texas laws.
20. Renter agrees that our company may use tracking information and cameras on the boat.
21. Rental Company is not responsible if we can't provide a boat on the days rented and we are liable for nothing but a refund.

22. Rental Company has the right to substitute a boat of equal value if there is an issue with the exact boat rented.
23. Renter is responsible for all rescue costs related to the rental that are due to operational ignorance. Examples are dead batteries, running out of gas, not know how to start the vessel, ingestion of debris, ropes etc. into jets on jet boats.
24. Renter agrees the cost is \$200 per hour billed in 15 min increments for a late return, whatever the reason. 1-15 mins late= \$50.00; 16- 30 mins late = \$100; 31-45 mins late = \$175; 46-60 mins late = \$200.
25. Missing life jackets are \$20 each.
26. The Renter acknowledges he/she has carefully examined the rental 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 rental craft and equipment (listed above) in a safe, dependable condition while in their custody.
27. This certifies that I (We), the Renter(s) am/are and capable in all aspects of the handling and operation of the rental craft as listed above. RENTER agrees said rental craft will not be occupied by a greater number of persons that is shown in this rental Contract. I, the Renter(s), am/are aware of the NO WAKE areas and law, and am/are responsible, at my sole cost and expense, for any damage caused by my wake. Renter agrees to operate the rental craft in compliance with all the rules and regulations of the State of Texas.

THE TERMS AND CONDITIONS OF THIS CONTRACT AND ATTACHMENTS CONTAIN THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN RENTAL COMPANY AND THE RENTER. NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL CONTRACT.

I, (WE), HAVE READ ALL PAGES OF THIS CONTRACT AND ALL ATTACHMENTS AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN. I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

EXCEPT AS MAY OTHERWISE BE EXPRESSLY CONTAINED HEREIN TO THE CONTRARY, THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE SAME IS FULLY EXECUTED BY ALL PARTIES TO BE CHARGED HEREUNDER.

Agreed to and accepted on the date of purchase.

Signature