

WILDWOOD RESORT & MARINA PONTOON BOAT RENTAL AGREEMENT

Granville Enterprises, LLC

d/b/a Wildwood Resort & Marina

7613 Granville Highway

Granville, Tennessee 38564

Identifying Number

Customer Name

Rental Period:

Date

Time out

Time in

Description of Boat/Vessel ("Boat") Rented: _____

*No Refund for Early Return!

**Rental Fee Does Not Include Cost of Fuel

*** This rental subject to Lessee Liability and Indemnification Agreement on back.

The undersigned,

Name

Email Address

Address

City

State

Zip

Number of adults and children

Telephone Number

Name on Credit Card

Credit Card Number

Exp Date

Security Code

WILDWOOD RESORT & MARINA PONTOON BOAT RENTAL AGREEMENT

- FAILURE TO RE-FILL THE BOAT FUEL will result in a \$25 surcharge plus the cost of the fuel.
- Renters are responsible for all damages incurred during their rental period.
- Absolutely no pets or grills are allowed on boats.
- On the day of the rental reservation, the driver of the boat is required to bring a valid driver's license and a valid credit card (debit cards are not acceptable). If these two cards are not available the day of the rental, then we cannot send out the rental or fix the charges on the credit card.
- Boat cannot be taken further upstream than Salt Lake Creek Recreation Area Park and farther downstream than the Cordell Hull Dam. Always maintain 50 yard distance between the boat and the Dam.

Customer Initials Here to Confirm Knowledge of Above:

Damages:

- We will authorize a \$1,000 security deposit on your credit card.
- Renters are responsible for all damages incurred during their rental period up to \$1,000.
- **After damage assessment upon return of the boat, any damage will be estimated and charged to your \$1000 security deposit immediately.**
- Refusal to pay for damages assessed will result in immediate notification to all credit reporting agencies, and we will file suit with small claims court where you will be required to pay our attorney's fees and court costs in addition to the charge for the actual damage.
- If you do not agree with our assessed damage cost, we will at the time charge the entire **\$1,000** and have the damages professionally assessed, and then refund to you the remainder of your deposit if any remains.
- Quite often, our assessment is less than the professional assessment we receive, therefore, it may be in your best interest to pay for the damage assessed on site.
- Anyone refusing to pay for damages to our equipment will also be banned from ever renting our equipment in the future

Customer Initials Here to Acknowledge Above Provisions:

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Safety:

- For your safety, if you rent or bring a towable or tube please be aware that tubers must wear life vests at all times. In addition, all those 15 years of age or younger must wear a life jacket when the boat is underway.

Customer Initials Here to Acknowledge Above:

Late Arrival or Return Policy

- If you're late to your rental reservation, you will forfeit that time on the water. The boat still needs to be returned at the scheduled time. If the boat is returned 15 to 60 minutes late, a \$25 fee will be charged for every 15 minutes late. If you're more than one hour late, then you will be charged for a weekday half day rental \$200.00 plus tax or subject to the following renters bill if there is a rental immediately offer your rental time

Customer Initials Here to Acknowledge Above:

Cleaning Charge:

- If the boat is returned in a manner in which the boat will take extra effort to clean than usual. (Extra amount of mud, stains, trash, food, etc.) There will be a charge of \$50. You will have the opportunity to clean it up yourself, but if you choose not to, there will be a charge.

Customer Initials Here to Acknowledge Above:

Signature of Boat Renter:

Print Name of Renter:

Date and Phone Number:

GRANVILLE ENTERPRISES, LLC

By: _____

WILDWOOD RESORT & MARINA PONTOON BOAT RENTAL AGREEMENT

Title: _____

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ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY

I ACKNOWLEDGE THAT THERE IS AN INHERENT DANGER IN THE SPORT OF BOATING, INCLUDING BUT NOT LIMITED TO, DANGER ASSOCIATED WITH DROWNING. I UNDERSTAND THAT WEARING A FLOATATION DEVICE DOES NOT ELIMINATE THE DANGERS ASSOCIATED WITH BOATING, BUT THAT WEARING A FLOATATION DEVICE CAN REDUCE THE RISK OF DROWNING OR DEATH. I UNDERSTAND THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE ALL OF THE INHERENT DANGERS ASSOCIATED WITH BOATING. I EXPRESSLY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH MY USE OF THE BOAT, INCLUDING THE RISKS OF INJURY OR DEATH. MY PARTICIPATION AND USE IS PURELY VOLUNTARY, AND I ELECT TO DO SO IN SPITE OF THE RISKS.

I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANVILLE ENTERPRISES, LLC, ITS OFFICERS, EMPLOYEES, MEMBERS, AFFILIATES AND AGENTS (THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGES, ACTIONS, CLAIMS, EXPENSES, OR COSTS, INCLUDING ATTORNEY'S FEES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED, SUSPECTED, OR UNSUSPECTED, RELATING TO, ARISING FROM, OR AS A RESULT OF ANY ACTIVITY, OCCURRENCE, OR EVENT INVOLVING THE USE OF ANY BOAT OR EQUIPMENT OF GRANVILLE ENTERPRISES, LLC OR ANY OF THE RELEASED PARTIES. THIS RELEASE EXPRESSLY INCLUDES, WITHOUT LIMITATION, SUCH LOSS, LIABILITY, DAMAGES, ACTIONS, CLAIMS, EXPENSES, OR COSTS ALLEGED TO BE CAUSED BY NEGLIGENCE, WHETHER CAUSED BY ME, BY A THIRD PARTY, BY AN UNKNOWN PERSON OR CAUSE, OR BY THE RELEASED PARTIES.

VENUE, JURISDICTION, AND WAIVER OF JURY TRIAL

The laws of the State of Tennessee shall govern the rights and obligations of the parties to this Release and the interpretation, construction, and enforceability thereof. I agree that any lawsuit brought against the Released Parties shall be brought solely in court having competent jurisdiction in the State of Tennessee. **I VOLUNTARILY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY ACTION INVOLVING ANY RELEASED PARTY.**

I HAVE CAREFULLY READ THIS RELEASE, HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS, AND FULLY UNDERSTAND ITS CONTENTS AND IMPLICATIONS.

Signature of Participant:

Print Name of Participant:

Date and Phone Number:

TO BE COMPLETED IF PARTICIPANT IS A MINOR

I, _____, _____, represent that I am the parent or legal guardian of the above-named Participant, and hereby consent to their use of or being a passenger on the Boat. In consideration therefore, I agree to be bound by the terms and conditions of this entire Release. I specifically agree to indemnify, hold harmless, and defend the Released Parties from and against any loss, liability, damages, actions, claims, expenses, costs and attorney's fees, including any brought by, on behalf of, caused by the above-named Participant, or arising out of the use of the Boat.

Name of Participant:

Signature of Parent/Legal Guardian:

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Date and Phone Number: