

RESERVATION AND RENTAL AGREEMENT

This Reservation and Rental Agreement (the “**Agreement**”) is hereby entered into on this _____ day of _____, 20____ by and between **BEAVERS ON DRUMMOND ISLAND, INC.**, a Michigan corporation (the “**Lessor**”), and the person(s) who signs this Agreement (hereinafter the “**Lessee**”). By signing below, the Lessee, acknowledges having reviewed this Agreement and signing this Agreement, and Lessee agrees to be, and shall be, bound by the following terms and conditions relating to the Lessee’s reservation, rental, use and operation of the above referenced ATV or UTV (hereinafter referred to as the “**Vehicle**”):

LESSEE INFORMATION:

Name _____

Driver’s License _____ Date of Birth ____/____/____

SECURITY DEPOSIT: In addition to the Rental Payment, Lessee shall pay to Lessor, either at the time of reservation or before the Lessor delivers the Vehicle, a security deposit in the form of a hold on a valid credit for Lessee’s use of the Vehicle per the terms of this Agreement. The security deposit will be reimbursed to the Lessee as provided for in this Agreement once the Vehicle is returned to Lessor, but the Lessor shall have the absolute right to deduct from the security deposit before it is reimbursed to the Lessee any and all costs and expenses incurred by Lessor to retrieve the Vehicle, and any and all costs or expenses necessary to repair the Vehicle in the event the Vehicle is damaged when returned or there is any damage to the Vehicle during the Rental Period. If these costs or expenses collectively exceed the amount of the security deposit paid by Lessee, then Lessee shall and hereby agrees to be liable for and make payment to Lessor in the amount of all of the additional costs and expenses relating to the retrieval of the Vehicle and the repair of the Vehicle upon Lessor’s procurement of a repair estimate(s) from the closest authorized independent repair shop for the Vehicle, which estimate(s) shall be provided to Lessee and be binding upon Lessee, in addition to all other damages as provided for herein.

CANCELLATION POLICY: Lessee understands and acknowledges that any cancellation of Lessee’s reservation of the Vehicle for rental under this Agreement shall be made, by giving Lessor written notice by email (beaverwilliam01@gmail.com) as provided for herein, at least 24 hours prior to the commencement of the Rental Period. Lessee further understands and acknowledges that any cancellations that are made less than 24 hours prior to the commencement of the Rental Period shall result in the Lessee’s forfeiture of the reservation deposit and the entire Rental Payment and that the Lessor shall be entitled to retain the reservation deposit and the entire Rental Payment without further notice to Lessee.

INHERENT DANGER/AASUMPTION OF RISK: Lessee hereby assumes any and all risks involved in the operation or use of the Vehicle including but not limited to the risk of injury and damages to person or property in any way relating to or arising out of the Lessee’s use, possession, maintenance or operation of the Vehicle. Lessee understands and agrees that Vehicle and its operation is an inherently dangerous activity and that Lessor shall not be liable for any damages or injuries caused by Lessee or to Lessee in any way relating to the Vehicle or the Lessee’s use, possession, maintenance or operation of the Vehicle. Lessee certifies and acknowledges that he/she understands the rules and regulations for the safe operation of Vehicle. Lessee further agrees not to let anyone else operate the Vehicle during the Rental Period or while the Vehicle is in Lessee’s possession or control without first obtaining the prior written consent from Lessor.

CARE AND OPERATION: Lessee agrees to keep custody of the Vehicle at all time during the Rental Period or while the Vehicle is in Lessee’s possession or control and to operate the Vehicle only in a careful and proper manner, and non-negligent manner, and to obey and comply with all governing laws, rules and regulations in any way relating to the use and operation of the Vehicle. Lessee shall also obey and comply with any and all instructions relating to the use or operation of the Vehicle that are provided, verbally or in writing, by the Lessor or its agents, if any.

WARRANTY: Lessor provides no warranties of any kind whatsoever, either express or implied, as to the Vehicle, its accessory equipment, if any, or its use or operation. Lessee assumes the responsibility for the condition and operation of the Vehicle during the entire Rental Period or while the Vehicle is in Lessee’s possession or control.

RISK OF LOSS OR DAMAGE: Lessee assumes all risks of any and all loss, injury or damage that may occur to the Vehicle or to Lessee’s person or to any other persons or property arising from any cause whatsoever during the Rental Period or in any way relating to or arising out of the Lessee’s use, operation, possession or maintenance of the Vehicle. Lessee agrees to return the Vehicle in the exact condition it was when taken from Lessor, with the exception of normal wear and tear. Lessee agrees to return the Vehicle on or before the expiration of the Rental Period in the same condition it was at the beginning of the Rental Period. Lessee shall be responsible for any and all damages to the Vehicle during the Rental Period or in any way caused by the Lessee’s operation, possession, maintenance or use of the Vehicle, including but not limited to all costs of repairing the Vehicle. If the Vehicle is damaged, Lessor shall have the option of requiring the Lessee to assume all costs for the proper repair of the Vehicle as determined by an authorized independent repair shop. In the event the Vehicle is deemed not repairable by an authorized independent dealer mechanic or a complete loss, the Lessee shall be obligated to make Lessor “whole”, which shall include, but not be limited to: (a) the payment of the replacement costs for a new or replacement Vehicle, (b) the payment of Michigan sales tax on a new or replacement Vehicle, and (c) the payment of the daily rental rate as advertised for the Vehicle for 7 days a week until the Vehicle is replaced or repaired.

USE OF VEHICLE: Lessee shall use, possess and operate the Vehicle at all times in conformity with Lessor’s directives, written and verbal, and in accordance with all applicable laws, rules and regulations relating to the use or operation of the Vehicle in the intended location. Lessee shall not use or operate the Vehicle under any circumstances: (a) for any unlawful purpose; (b) in a careless, dangerous, unreasonable, unsafe, improper or negligent manner; (c) while under the influence of or after consuming or using any alcohol, narcotics, illegal substances or prescription medication; or (d) in violation of or contrary to any laws of the State of Michigan or the local county, township, city or municipality in which the Vehicle is to be used and operated. Lessee shall not allow any person(s) other than the named Lessee to use, operate or possess the Vehicle at any time or for any reason.

DEFAULT: In the event Lessee is in default with respect of any obligation, duty or provision contained in this Agreement, Lessee hereby agrees in advance to indemnify and hold Lessor harmless of, from, and against any and all loss, costs and damages in connection with the enforcing of the provisions of this Agreement, including legal costs and expenses incurred for collecting any amount due by Lessee to Lessor. Lessee further agrees and understands that Lessee shall be liable for any and all costs or expenses, including actual attorney fees and court costs, incurred by Lessor in enforcing this Agreement or in attempting to collect any amounts due and owing to Lessor under this Agreement, including any damages. In the event of a default or any claim arising out this

Agreement or the use of the Vehicle which Lessee, including but not limited to Lessee' guest(s) and/or passengers alleges against Lessor, any damages shall never exceed the amount of the Rental Payment.

MALFUNCTION/BREAKDOWN: In the event of malfunction or breakdown of the Vehicle, or of any defect occurring during the Rental Period, Lessee shall immediately report the same to Lessor. Continued use of the Vehicle in any of these circumstances shall be entirely at Lessee's risk and Lessee shall then be under the obligation to assume any and all liabilities for bodily injury, loss or damage caused to all persons and property as a result of the Lessee's continued use, operation or possession of such a Vehicle.

PAYMENT: The Rental Payment shall be paid in full prior to the commencement of the Rental Period.

HEALTH OF LESSEE: Lessee certifies that he/she is in good health, has no physical or mental defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of the Vehicle. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the Rental Period, and that he/she has not consumed any alcohol or drugs (legal or otherwise) and will not consume any alcohol or drugs (legal or otherwise) prior to or during Lessee's use, maintenance or operation of the Vehicle.

THE VEHICLE: Lessee hereby agrees and acknowledges that he/she has carefully examined the Vehicle and finds it in good operating condition and suitable for the purpose for which it is rented and intended to be used, and that other accessory equipment is in suitable and acceptable condition; and that he/she agrees to maintain both Vehicle and accessory equipment in a safe, dependable condition while in his/her possession or custody.

THE RENTAL PERIOD: In the event Lessee should fail to return the Vehicle to Lessor before the expiration of the Rental Period, notwithstanding anything to the contrary, the provisions of this Agreement shall continue to apply to Lessee and shall bind Lessee until the Vehicle is duly returned, and LESSEE SHALL BE LIABLE FOR A PENALTY OF \$30.00 PER FIFTEEN MINUTES OF INFRACTION, which shall be payable by way of deduction from security deposit or as damages.

RESERVATION: Lessor's ability to provide the Vehicle to Lessee is entirely contingent upon and subject to the return of said Vehicle by the previous lessee, if any, and other causes that maybe beyond Lessor's control. Lessor shall not be liable for any claims or damages relating to Lessor's inability to provide Lessee with a/the Vehicle as agreed herein if previously reserved by Lessee.

MISCELLANEOUS: Lessee acknowledged and agrees that he/she is sufficiently informed, by experience, education or otherwise, as to the proper and safe use of the Vehicle and personal water. Vehicles/boats in general for the body of water Lessee intendeds on using the Vehicle, and that Lessor maintains no direct control over Lessee's use or operation of the Vehicle or equipment. Therefore, Lessee shall indemnify Lessor, its agents and employees against all claims, actions, proceedings, damages, liabilities, injuries and causes of action of any type, in any way arising from, relating to or in connection with Lessee's possession, use or operation of the Vehicle, including all Court costs and actual attorney fees. Lessee understands that should damage be incurred where Lessee was in Lessor's sole opinion at fault or associated with the person causing damage, there will be no redemption of rental fees for unused time and Lessee shall be liable for any and all damages as set forth in this Agreement. Lessor reserves the right to cancel this Agreement due to inclement or impending bad weather or due to an Act of God. The Rental Payment will not be prorated based on the time used nor will any portion of it be refunded. Lessee certifies that he/she has read and understands the rules, laws and regulations regarding Lessee's use and operation of the Vehicle, and further assumes the responsibility to see that his/her family and/or guest(s) and/or passengers will obey the rules, laws and regulations and any and all obligations arising from this Agreement. In the event that any term or condition of this Agreement be held void or unenforceable, then that term or condition shall be deemed severed from this Agreement and the enforceability of the remaining terms of the Agreement shall not be affected and will remain in full force and effect.

WAIVER AND INDEMINIFICATION: Lessee hereby agrees to bind him/her self, his/her heirs, personal representatives and assigns and hereby forever releases, waives and discharges the Lessor, the Vehicle owners, tour guides, and BEAVERS ON DRUMMOND ISLAND, INC., and all of its employees, agents and assigns from any and all claims, losses, costs, damages, expenses, actions, judgments, liability, causes of action, attorney fees and injuries to person or property which Lessee or Lessee's heirs, personal representatives or assigns may have, or may claim to have, in any way arising from or relating to the Lessee's use, operation, maintenance, handling, or transportation of the Vehicle and in any way arising from or relating to anyone else's use, operation, maintenance, handling or transportation of the Vehicle during the Rental Period. Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless the Lessor, the Vehicle owners, tour guides, BEAVERS ON DRUMMOND ISLAND, INC., and all of its employees, agents and assigns from and against any and all claims, damages, demands, costs, losses, expenses, actions, judgments, liability, causes of action, attorney fees and injuries to person or property which are created by, arise out of, or in way related to Lessee's operation, possession, use or maintenance of the Vehicle during or after the Rental Period. Lessee agrees to hold the Lessor harmless should any loss or damage occur to any of the Lessee's personal effects or personal property while carried in, on, the Vehicle including, without limitation, any loss or damage caused by fire, water, theft, and an Act of God or any other cause whatsoever, and Lessee hereby waives and releases Lessor from any such claims. Lessee also agrees to defend, indemnify and hold harmless Lessor from any and all claims brought by any third party as a result of or in any way relating to the Lessee's operation and/or use of the Vehicle during the Rental Period. It is expressly understood and agreed to by the Lessor and Lessee that the Lessor and its agents shall not be liable to Lessee or to any third party for any loss, damage, claims, injuries, inconvenience or time lost caused by, relating to or as a result of an accident, breakdown or malfunction of the Vehicle or the Lessee's use or operation of the Vehicle.

GOVERNING LAW, VENUE & JURY TRIAL: Any dispute arising out of or in any way relating to this Agreement or the Vehicle shall be governed by the laws of the State of Michigan. In addition, Lessee hereby waives his or her right to a jury trial for any dispute arising out of or in any way relating to this Agreement or the Vehicle, and Lessee consents to a lawsuit being filed for any dispute in any way relating to or arising out of this Agreement in the appropriate court for Chippewa County, Michigan which shall be deemed the only appropriate venue for any dispute arising out of this Agreement. In the event Lessor procures an attorney to attempt to enforce this Agreement in any fashion or to attempt to collect any damage amount due and owing from the Lessee, the Lessee shall be liable and responsible for all costs, expenses and/or actual attorney fees incurred by Lessor.

THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR. BY SIGNING THIS AGREEMENT, THE LESSEE AND ANY OTHER PERSON(S) SIGNING THIS AGREEMENT CERTIFY THAT NO OTHER REPRESENTATIONS OR INDUCEMENTS, ORAL OR WRITTEN, HAVE BEEN MADE BY LESSOR WHICH ARE NOT INCLUDED IN THIS AGREEMENT, AND THAT HE/SHE/THEY AGREE TO AND ARE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

LESSEE Signature _____

Print _____

All passengers must sign below. If the passenger is a minor, a responsible adult must sign on their behalf. By signing below the passenger acknowledges they have read the Agreement and understand its terms as they are applicable to the passenger and accept to be bound by said Agreement, as applicable.

PASSENGER Signature _____

Print _____
Name of minor
is applicable _____

PASSENGER Signature _____

Print _____
Name of minor
is applicable _____

PASSENGER Signature _____

Print _____
Name of minor
is applicable _____

PASSENGER Signature _____

Print _____
Name of minor
is applicable _____

PASSENGER Signature _____

Print _____
Name of minor
is applicable _____