

**BOWSTRING SHORES RESORT
EQUIPMENT RENTAL AGREEMENT**

THIS EQUIPMENT RENTAL AGREEMENT (this “**Agreement**”) is made effective as of the date of the last signature below, and is made by and between Jolly Otter Properties, LLC, a Minnesota limited liability company doing business as Bowstring Shores Resort (“**Owner**”), and the undersigned customer (“**Customer**”).

Owner hereby agrees to rent to Customer, and Customer hereby agrees to rent from Owner, subject to the terms and conditions of this Agreement, the following described equipment (collectively, the “**Rental Equipment**”) at the rates and other charges listed below (collectively, the “**Total Rental Charges**”):

DAILY RENTAL CHARGES:

DESCRIPTION OF EQUIPMENT	SERIAL NO. (if applicable)	DAILY RATE	NUMBER OF DAYS	TOTAL DAILY RENTAL CHARGES
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____

ADDITIONAL CHARGES:

Security Deposit	_____	\$ _____
Gas	_____	\$ _____
Oil	_____	\$ _____
Ancillary Equipment	_____	\$ _____
Optional Services	_____	\$ _____
Taxes	_____	\$ _____
Other Charges	_____	\$ _____

TOTAL RENTAL CHARGES: \$ _____

In consideration of Customer’s payment to Owner of the Total Rental Charges pursuant to this Agreement and the other covenants and agreements contained in this Agreement, Owner and Customer covenant and agree as follows:

1. **LOCATION:** Customer agrees to use the Rental Equipment only at the following location, unless otherwise approved in writing by Owner, which approval may be withheld by Owner in Owner’s sole and absolute discretion: _____.

2. **TERM:** This Agreement will commence on _____, 20__ at _____, and will remain in full force and effect until the Rental Equipment is returned to Owner, unless Owner elects to terminate this Agreement earlier by notice to Customer; provided, however, that Customer shall return the Rental Equipment to Owner, in the condition described in Paragraph 7 below, no later than _____, 20__ at _____ (the “**Return Deadline**”). Notwithstanding the foregoing, Customer agrees that the Total Rental Charges are incurred from the date and time the Rental Equipment is delivered to or picked up by Customer until the date and time the Rental Equipment is returned to Owner. Total Rental Charges are not based on the time the Rental Equipment is used by Customer.

3. **PAYMENT:** Customer agrees to prepay, upon Customer’s execution of this Agreement, the Total Rental Charges to Owner in accordance with the rates set forth above. The “Total Rental Charges” include, without limitation: (a) the Daily Rental Charges; (b) the Security Deposit; (c) all charges for gas, oil, and ancillary equipment; (d) all charges for optional services; (e) all applicable sales, use, or gross income taxes; and (f) all other charges set forth above. In addition to the Total Rental Charges, Customer shall also pay to Owner the following charges (collectively, “**Other Sums**”) if applicable: (a) a charge of \$ _____ per day (“**Late Charges**”) for Customer’s failure to return the Rental Equipment to Owner by the date set forth in Paragraph 7 below; (b) all costs for loss of, or damage or repair to the Rental Equipment, loss of use, diminution of the Rental Equipment’s value caused by damage to it or repair to it, and all costs to enforce such charges, including administrative fees for prosecuting the claim and attorneys’ fees and other legal expenses; (c) all fines, penalties, court costs, and other expenses relating to the Rental Equipment assessed against Owner or the Rental Equipment while this Agreement is in force and effect; (d) all expenses incurred by Owner due to Customer’s failure to return the Rental Equipment to Owner by the Return Deadline, including costs incurred by Owner in locating and recovering the Rental Equipment; (e) all costs incurred to collect unpaid amounts due under this Agreement; and (f) \$ _____ or the maximum amount allowed by law, whichever is greater, for making payment with insufficient funds. Customer hereby authorizes Owner to charge the Total Rental Charges and all Other Sums, as applicable, to the credit card set forth in Paragraph 9 below.

4. **USE OF RENTAL EQUIPMENT:** Customer shall use the Rental Equipment only in a safe and proper manner consistent with Owner's instructions and manuals, if any, and in compliance with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders, policies and/or requirements (collectively, "Laws") now in force or which may hereafter be in force with respect to the Rental Equipment. Customer shall not: (a) permit the Rental Equipment to be used by any person who is not authorized by Owner, in writing, to use the Rental Equipment; (b) operate or use the Rental Equipment or permit it to be operated or used in violation of any Laws; (c) operate or use the Rental Equipment or permit it to be operated or used to commit a violation of any Laws; and/or (d) operate, use, maintain or store the Rental Equipment in a manner likely to cause damage to the Rental Equipment.

5. **DAMAGE TO RENTAL EQUIPMENT; RISK OF LOSS:** Customer shall immediately alert Owner to any damage to the Rental Equipment. Customer assumes all responsibility for loss or damage to the Rental Equipment and any loss of use or diminution in value thereof at any time while the Rental Equipment is in Customer's possession or control. If required by Owner, Customer shall carry insurance satisfactory to Owner equal to the value of the Rental Equipment to ensure its full replacement. Customer agrees to pay Owner for all damage to the Rental Equipment caused at any time while the Rental Equipment is in Customer's possession or control. In addition, Customer agrees to pay the Total Rental Charges for the Rental Equipment during any period in which Owner is unable to rent the Rental Equipment as a result of such damage. The Rental Equipment, or any parts or accessories thereof, may be repaired or replaced, in Owner's sole and absolute discretion, at Customer's sole cost and expense. Customer agrees that the Security Deposit may be used by Owner to: (i) repair or replace the Rental Equipment or any parts or accessories thereof; and (ii) to reimburse Owner for lost income as a result of damage to the Rental Equipment. In no event shall Customer repair or service the Rental Equipment, or any parts or accessories thereof, on its own without Owner's prior consent, which consent may be withheld by Owner in Owner's sole and absolute discretion.

6. **CONDITION OF EQUIPMENT:** Customer hereby acknowledges that Customer has examined the Rental Equipment and that it is in a good, safe, and serviceable condition except as follows: _____ **OWNER MAKES NO REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS, IMPLIED OR STATUTORY, OF ANY KIND WHATSOEVER WITH RESPECT TO THE CONDITION OR USABILITY OF THE RENTAL EQUIPMENT.**

7. **RETURN OF RENTAL EQUIPMENT:** Upon the earlier of: (i) Customer's completion of use of the Rental Equipment; (ii) the date Owner demands return of the Rental Equipment; or (iii) the Return Deadline, Customer shall return the Rental Equipment to the location designated by Owner in the same condition as when received, ordinary wear and tear excepted. If Customer fails to return the Rental Equipment to Owner in the timeframe set forth in this Paragraph 7, Owner shall have the right, in addition to all other rights and remedies hereunder or at law or in equity, to charge Late Charges, in the amounts contemplated in Paragraph 3 above, to the credit card set forth in Paragraph 9 below.

8. **SECURITY DEPOSIT:** As set forth above, Customer has deposited with Owner the sum of \$_____ (the "Security Deposit") as a security deposit for the performance of each and every covenant and provision of this Agreement. Owner shall pay no interest on the Security Deposit, and the Security Deposit may be commingled with Owner's funds and used for such purposes as Owner may determine. If Customer fully performs its obligations under this Agreement, the Security Deposit will be returned to Customer; otherwise the Security Deposit may be used by Owner as set forth in Paragraph 5 above or in connection with Customer's indemnity obligations described in Paragraph 11 below.

9. **CUSTOMER CONTACT AND CREDIT CARD INFORMATION:** Customer hereby represents and warrants to Owner that the following is Customer's true and correct contact and credit card information:

Name: _____
Address: _____
City, State, Zip Code: _____
Phone: _____
E-mail Address: _____
Driver's License No.: _____

Credit Card Type: _____
Credit Card Number: _____
Expiration Date: _____
CVV Code: _____

ALL RATES ARE SUBJECT TO APPLICABLE STATE TAXES

10. **DEFAULT:** In the event Customer fails to pay the Total Rental Charges, Other Sums, or otherwise breaches any of the terms of this Agreement, Owner shall have the right, without notice or demand to Customer, to: (a) take immediate possession of the Rental Equipment; and (b) exercise any and all rights and remedies available to Owner at law or in equity.

11. **INDEMNITY BY CUSTOMER AND WAIVER OF OWNER LIABILITY:** Customer shall indemnify, defend and hold harmless Owner, and Owner's successors, assigns, employees, officers, contractors, and affiliates, from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage, personal injury, or death arising from Customer's possession, operation, or use of the Rental Equipment, by any cause, during any time while the Rental Equipment is in Customer's possession or control, even if such claim, demand, cause of action, loss or liability is caused by Owner's negligence. The provisions of this Paragraph 11 shall survive the termination of this Agreement with respect to any claims or liability accruing before the date of such termination. **IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM CUSTOMER'S USE OF THE RENTAL EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

THE CUSTOMER'S INDEMNITY OF OWNER FROM ANY CLAIM, DEMAND, CAUSE OF ACTION, LOSS OR LIABILITY FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH ARISING FROM CUSTOMER'S POSSESSION, OPERATION, OR USE OF THE RENTAL EQUIPMENT, BY ANY CAUSE, DURING ANY TIME WHILE THE RENTAL EQUIPMENT IS IN CUSTOMER'S POSSESSION OR CONTROL EXPRESSLY INCLUDES OWNER'S OWN NEGLIGENCE WHICH INDEMNITY IS EXPRESSLY ASSUMED BY CUSTOMER HEREUNDER.

Customer, for itself and any other parties using the Rental Equipment, does hereby waive and release Owner, and Owner's successors, assigns, employees, officers, contractors, and affiliates, against any claim, demand, cause of action, loss or liability for any property damage, personal injury, or death arising from Customer's possession, operation, or use of the Rental Equipment, by any cause, during any time while the Rental Equipment is in Customer's possession or control, even if such claim, demand, cause of action, loss or liability is caused by Owner's negligence.

12. **RENTAL AGREEMENT ONLY; OWNERSHIP OF RENTAL EQUIPMENT:** The parties hereby covenant and agree that this Agreement is an agreement for rental of the Rental Equipment only, and is not an agreement of sale, conditional or otherwise. Owner shall at all times retain ownership and title to the Rental Equipment. Customer shall immediately notify Owner in the event any of the Rental Equipment is levied, has a lien attached to it, or is threatened with seizure. Customer shall indemnify and hold Owner harmless against all loss and damages caused by such action. The Rental Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any real property.

13. **ATTORNEYS' FEES:** In the event of litigation arising out of breach or claimed breach of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred as a result, including attorneys' fees and costs.

14. **WAIVER:** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches, and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Customer shall not constitute a waiver of any breach.

15. **SEVERABILITY:** If a provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be necessary in order for the parties to enjoy a legal, valid, and enforceable contract.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and fully supersedes all prior written or oral agreements between the parties with respect to such matters. No other agreement, statement, or promise made by any party and no amendment, modification, or other change of any provision of this Agreement shall be effective unless in writing signed by the parties.

17. **CAPTIONS.** The captions and headings contained in this Agreement are for convenient reference only and shall not affect the interpretation of this Agreement.

ALL RATES ARE SUBJECT TO APPLICABLE STATE TAXES

18. **GOVERNING LAW.** This Agreement shall in all respects be interpreted, construed, and enforced according to the laws of the State of Minnesota.

19. **ASSIGNMENT:** Customer may not, without the prior written consent of Owner, which consent may be withheld by Owner in Owner's sole and absolute discretion, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

20. **COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be a single instrument. A facsimile or electronically mailed signature to this Agreement shall be deemed to have the same effect as an original signature.

IN WITNESS WHEREOF, Owner and Customer have executed this Agreement as of the dates set forth below. Customer acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

OWNER:

Jolly Otter Properties, LLC,
a Minnesota limited liability company
doing business as Bowstring Shores Resort

CUSTOMER:

Print Name: _____

By: Megan E. Boulton
Its: President

Date: _____, 20__

Date: _____, 20__