

RENTAL & USE AGREEMENT

Lessor/Owner:

**The Cottages at The Highlands
Condominium Association, Inc.**

Lessee/Member:

(Name)

(Street Address)
Oxford, MS 38655

(Unit Number)

(Phone)

(Email)

**THE WATERCRAFT AND EQUIPMENT ARE RENTED & TO BE USED SUBJECT TO
THE TERMS AND CONDITIONS SET FORTH BELOW**

1. Definitions:

- a. Guest: The Association member signing this Rental & Use Agreement and any member of that person's party. All Lessees/Members must be members in good standing of The Cottages at The Highlands Condominium Association Inc.
- b. The Cottages at The Highlands Condominium Association Inc.: The lessor/owner of the watercraft and equipment.

- 2. Rental Amount:** The Highlands Condominium Association Inc. may implement a separate fee schedule for watercraft and equipment rental costs. Until such time, the rental amount shall be included within the condominium assessments paid by each unit owner as a "Common Elements" expense.

- 3. Acceptance and Return of watercraft and Equipment:** Guest, by signing this Rental & Use Agreement, acknowledges that, except as noted elsewhere on this contract, the watercraft and equipment have been received and are in clean, presentable and good operating condition. Guest further agrees that if the rented items are not returned in the same condition, less reasonable wear and tear, Guest shall pay any and all reasonable charges for repair, replacement, and/or cleaning. Guest agrees to return the watercraft and equipment on the date and time as agreed to the watercraft's designated slip.

- 4. Guest Responsibility/Indemnification:** Guest covenants and agrees to be solely responsible for the safe operation of the watercraft and for the safety of any and all persons on or about the watercraft during the rental period. Furthermore, Guest agrees to save and hold The Cottages at The Highlands Condominium Association Inc. and its members, agents, employees and officers, harmless from and against any loss, expense,

including attorneys' fees, and/or claim for injury or damage that may result from use, operation or occupancy of the watercraft and/or equipment by Guest or others during the rental period. Guest further acknowledges and agrees that there are significant elements of risk in any sport or activity associated with the waters and the outdoors, the presence or use of watercraft, including, but not limited to, other watercraft, motorized or otherwise, and activities incidental thereto (referred to herein as "Activity"). Although The Cottages at The Highlands Condominium Association Inc. has taken reasonable steps to provide Guest with appropriate equipment and/or skilled staff to enable the Guest to enjoy the Activity, it is acknowledged that this Activity is not without risk. Guest acknowledges and agrees that Guest shall return the watercraft to The Cottages at The Highlands Condominium Association Inc. in as good a condition as when Guest took possession and Guest shall remove from the watercraft and properly dispose of all trash.

5. **Accident/Breakdown:** In the case of an accident, the Guest shall notify The Cottages at The Highlands Condominium Association Inc. immediately. Guest acknowledges and agrees that no repairs shall be performed to the watercraft without permission of The Cottages at The Highlands Condominium Association Inc., and Guest shall have no claim upon The Cottages at The Highlands Condominium Association Inc. as a result of any breakdowns of the rented watercraft and, if such incident is caused by the negligence or intentional act of Guest, The Cottages at The Highlands Condominium Association Inc. shall have a claim against Guest for all expenses incurred in repairing the watercraft and/or rectifying the matter. Guest shall reimburse, indemnify, and hold harmless The Cottages at The Highlands Condominium Association Inc. against any damage or injury occurring during the Guest's use of the watercraft or equipment. The Cottages at The Highlands Condominium Association Inc. may impose a special assessment against the Guest for reimbursement of said damage or injury.

6. **Miscellaneous:**

- a. The Cottages at The Highlands Condominium Association Inc. has the right and authority to implement and post additional rules, regulations, and conditions for use of watercraft and equipment, all of which are incorporated into this Rental & Use Agreement.
- b. This Rental & Use Agreement shall be interpreted and enforced exclusively under the laws of the state of Mississippi, and jurisdiction and venue for all disputes shall be proper in Lafayette County, Mississippi, only.
- c. In the event any term of this Rental & Use Agreement should be determined to be illegal or unenforceable this Rental & Use Agreement shall remain in full force and effect as to all other terms.

Guest has read this Rental & Use Agreement and agrees to the terms hereof and acknowledges receipt of a copy.

PRINT GUEST NAME(S): _____

GUEST SIGNATURE: _____

DATE: _____