MCWatersportRentals

TERMS AND CONDITIONS

- Must be 21 years of age or older to rent any of our equipment.
- Must have a valid drivers license.
- Qualified renter must be present to complete the rental contract.
- **Intoxicants are strictly prohibited**. Service will be refused to anyone under the influence of drugs and/or alcohol.
- Physical Impairment: We understand that many people with disabilities are fully able to enjoy our summer activities. However, we will not send someone out if we feel certain that injury or harm to your person are inevitable. That said, we make every effort to afford everyone the opportunity to enjoy our services.
- All persons involved with our activities acknowledge that said activities are
 potentially dangerous and agree to hold MC WATERSPORT RENTALS LLC, all
 owners, employees and affiliated properties harmless.

Reservations:

- Reservations are strongly recommended.
- Often, time slots will be available within a short period of time, please call or speak to our staff to inquire.
- Deposits are required for your request to be placed on our reservation calendar.
- When you make a reservation with us, you agree to abide by all of our policies.

Deposits:

- A \$100 non-refundable deposit is required at the time of your reservation.
- Deposits may be made with cash, or credit card.
- Credit card is required to rent equipment.

Credit Cards:

- We accept Visa, MasterCard, Discover and American Express.
- All credit card transactions must be made by the person named on the card. A valid drivers license must accompany the credit card.
 - We will not accept credit cards from someone other than the owner of the card.

Cancellations:

NO SHOWS are charged in full for the rental period reserved.

- We reserve the right to cancel your reservation for violations to our policies.
- We reserve the right, solely at our discretion, to reschedule and/or cancel your reservation in the event of inclement weather.
- We will try to reschedule if inclement weather. If there is no possible way to reschedule, you will be refunded.
- Cold overcast days do not count as inclement weather.

Substitutions:

• It is inevitable that reserved equipment will occasionally be unavailable due to unforeseen circumstances at the time of your rental reservation. We reserve the right to offer you substitute equipment of equal or greater value in lieu of the originally reserved equipment at no extra cost to you. If no alternate equipment is available, we really have no choice but to reschedule or cancel your reservation.

Damages:

- We will retain \$300.00 per piece of equipment as a damage deposit.

 Renter is responsible for any and all losses and damages to our equipment while in your care, up to and including replacement cost.
- Renter is solely responsible for ensuring the safety of the vessel during the rental period.
- All damages in excess of \$100 must be reported to MC WATERSPORT RENTALS and to local law enforcement immediately.
- Renter will get his/her damage deposit back if the equipment is returned unharmed.

Refunds:

- All refunds will be made by check and mailed to the billing address provided to
- There is **NO early return** refund.

Insurance:

• MC WATERSPORT RENTALS offers NO insurance coverage for equipment damages incurred during your rental period.

Please check your homeowner, auto, or credit card policy to see if there is an endorsement available to you.

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Policies are subject to change at any time without notice. In the event that any policy is unenforceable by Federal or State of Michigan law, you are still bound by the applicable law. Renter agrees that all legal issues arising from any transaction between the renter and MC WATERSPORT RENTALS L.L.C. will be contested in Mason County, State of Michigan.

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