

## RESPONSIBILITY POLICY

1. DUTIES OF RENTER. Renter identified with the completed Reservation, by his/her payment, hereby acknowledges and agrees to abide by the terms and conditions of this Agreement with Dockside Water Ski Company, d/b/a "Tally's Dockside."
  1. Receipt of Equipment. Renter acknowledges receipt of the equipment identified in this Agreement ("equipment") at the time and on the date listed herein.
  2. Use of Equipment. Renter will use the equipment solely for the purposes for which said equipment was manufactured and intended and Renter will not misuse or modify the equipment in any manner.
  3. Location of Property During Duration of Agreement. Renter will not remove the equipment from the body of water known as White Bear Lake said lake located in the City of White Bear Lake, County of Ramsey, State of Minnesota. This prohibition may be waived only through the express written permission of Tally's Dockside.
  4. Unsafe Equipment or Equipment in State of Disrepair. Renter will immediately discontinue use of the equipment should the equipment, at any time following the execution of this Agreement or any subsequent Agreement or extension hereof, become unsafe or in a state of disrepair. Renter will take all steps reasonably necessary to prevent injuries to any person or further damage to the equipment.
  5. Damaged Equipment – Notification to Tally's Dockside. Renter will immediately notify Tally's Dockside of any equipment damage or breakdowns including damage caused by normal wear and tear.
  6. Cost of Repairs or Replacement. Renter will pay Tally's Dockside the cost of replacement or repairs of the equipment if the equipment is lost, stolen, or damaged during the term of this Agreement. Tally's Dockside may pursue its legal remedies to recover these costs in the event Renter fails to comply with this provision. Costs of repairs for ordinary wear and tear and propeller damage are exempted from this provision.
  7. Equipment Return of - Condition. Renter will immediately return the equipment, with all attachments, accessories and parts, in the same condition the equipment was received by Renter.
  8. Return of Equipment – Time – Penalty for Extended Use. Renter will return the equipment at the date and time listed herein. Renter will pay Tally's Dockside the hourly rental amount listed on the reverse side of this Agreement, plus twenty-five percent (25%), for each additional one (1) hour of use not otherwise approved by Tally's Dockside as provided for in paragraph 1.9. Pontoons must be returned at designated return time to avoid a late fee of \$125.00.
  9. Extension of Rental Agreement. Renter will immediately notify Tally's Dockside and obtain Tally's Dockside's written approval prior to extending the rental term of this Agreement. If Tally's Dockside grants Renter an extension pursuant to this paragraph, that extension will be subject to the terms and conditions herein stated. Renter understands that prior reservations and equipment availability may result in denial of an extension request.
  10. **INHERENTLY DANGEROUS ACTIVITY - ASSUMPTION OF RISK**. Renter understands that he/she is leasing equipment the use of which is considered an inherently dangerous activity for all those involved and accidents and injuries are possible. Renter understands that he/she is knowingly assuming all risks and dangers to all those involved in the use and enjoyment of the equipment whether occurring prior to, during, or subsequent to the actual equipment use. Risks Renter is hereby assuming include, but are not limited to: injury or death caused by falling off or out of the equipment; failure of the equipment to function properly; contact with the product; and, negligence of third-parties. Nothing in this paragraph serves to exonerate Tally's Dockside from liability for Tally's Dockside's wanton or careless negligence.
  11. **TALLY'S DOCKSIDE MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EITHER EXPRESS OR IMPLIED. TALLY'S DOCKSIDE MAKES NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR RENTER'S INTENDED USE OR THAT EQUIPMENT IS FREE FROM DEFECTS. BY HIS/HER SIGNATURE ON THE REVERSE SIDE OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT THE TERMS CONTAINED WITHIN THIS AGREEMENT CONSTITUTE THE ENTIRE AGREEMENT AND THAT TALLY'S DOCKSIDE HAS NOT MADE ANY OTHER PROMISES, ORAL OR OTHERWISE, NOT INCLUDED IN THIS AGREEMENT.**
  12. Agreement to Hold Harmless. Renter agrees to hold Tally's Dockside, its shareholders, directors, officers, employees and agents, harmless from any claims or liability for death or injuries resulting from Renter's use of the equipment.
2. PROVISIONS BENEFITING TALLY'S DOCKSIDE. Tally's Dockside hereby acknowledges and agrees to abide by the terms and conditions of this Agreement.
  1. Stolen Equipment – Right to Report. Tally's Dockside reserves the right to report as stolen any equipment not returned by the date and time indicated on the completed Reservation. Renter hereby agrees to hold Tally's Dockside harmless from any claim or liability resulting from or arising under Tally's Dockside exercising its rights under this provision.
  2. Right to Terminate Agreement – Refund. Tally's Dockside reserves the right to terminate this Agreement at anytime and for any reason, with or without cause. If Tally's Dockside exercises its option to terminate this Agreement prior to the date and time listed herein, Tally's Dockside will refund to Renter a pro rata share of the total rental amount unless said termination is made pursuant to paragraph 2.3.
  3. Right to Terminate – Use Inconsistent with Terms of Agreement. Tally's Dockside may terminate this Agreement prior to the date and time listed herein if, at anytime during the duration of this Agreement, Renter is engaged in conduct inconsistent with the terms of this Agreement. If this Agreement is terminated pursuant to this paragraph, Tally's Dockside will not refund any amount to Renter and Renter will further forfeit any deposit. Failure of Renter to return the equipment when Renter is notified that Tally's Dockside is exercising its rights under this paragraph will result in Tally's Dockside proceeding under paragraph 2.1 herein.
  4. **REMEDIES CUMULATIVE**. All rights and remedies of Tally's Dockside herein provided shall be cumulative, and exercise by Tally's Dockside of any remedy or remedies shall not exclude exercise of any other remedies allowed at law or in equity.