SCOOTER RENTAL AGREEMENT
Company Name: WATER WAYS MARINA, INC.

This scooter rental is made effective between WATER WAYS MARINA ,INC. (The lessor) and the lessee: stated bottom right with signature, and states the agreement of The parties as follows:

RENTAL PERIOD: This rental shall initiate in: MD after, but not starting at, 07:00 (AM) and terminate before, but not ending at, 21:00 (PM) on

___ _____(date: MM/DD/YYYY).

THE RENTAL PERIOD: In the event Lessee should fail to return the scooter to Lessor before the expiration of the Rental Period, notwithstanding anything to the contrary the provisions of this agreement shall continue to apply and to bind Lessee until the scooter is duly returned, SUBJECT THAT LESSEE SHALL BE LIABLE TO A PENALTY OF $300.00 PER HOUR OF INFRACTION, which shall be payable immediately upon receipt of the scooter by Lessor.

THE SCOOTER: Lessee hereby recognizes that he/she has carefully examined the scooter and finds it in good operating condition and suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she accepts to maintain both the scooter and accessory equipment in a safe, dependable condition while in his/her custody.

PAYMENT: Payment in full for the rental of scooter (the "Rental Payment") shall be executed before the beginning of the Rental Period.

SECURITY DEPOSIT: In addition to the rental payment, the lessee shall pay a minimum $100.00 security deposit (either cash or by credit card) at the time this rental agreement is signed for each scooter rented. If a cash security deposit is made, the Lessee must also provide the Lessor with a valid credit card. This deposit will be returned to the Lessee upon termination of this rental agreement, less any expenses incurred to retrieve the scooter and/or to repair any damage caused in to this scooter by the lessee or anyone else during the rental period. Should damages exceed the minimum $100.00 deposit, the Lessee agrees to make payment in full immediately upon WATER WAYS MARINA, INC Presentation of an itemized repair bill. This security deposit shall not bear interest.

INHERENT DANGER: Lessee understands and agrees that scooter and its operation is an inherently dangerous activity. Lessee certifies that he/she understands the rules and regulations for the safe operation of scooter. Lessee further agrees not to let anyone else operate the scooter without prior knowledge and written permission from Lessor and likewise instruction on the rules and regulations for safe operation of a craft.

MINIMUM AGE; The Lessee shall provide evidence that he/she is at least eighteen years of age. A parent or legal garden must sign this agreement for anyone under 18 years of age. All operators must be at least 16 years of age.

HEALTH OF LESSEE: Lessee certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else and that he/she is capable of safe operation of the scooter. 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.

CARE AND OPERATION: Lessee agrees to keep the custody of the scooter at all time during the Rental Period and to operate the scooter only in a careful and proper manner, and to obey and comply with all laws and regulations for scooter operation. Lessee shall also obey and comply with any and all instructions provided, verbally or in writing, by the tour guide, if any. Lessee understands that all Maryland laws of the road apply when operating a scooter.

WARRANTY: Lessor provides no warranties of any kind whatsoever, express or implied, as to the scooter, it's accessory equipment or the guided tour, if any. Lessee assumes the responsibility for the condition of the scooter.

RISK OF LOSS OR DAMAGE: Lessee assumes all risks of loss or damage that may occur to the scooter arising from any cause whatsoever, and agrees to return the scooter in the exact condition it was when taken from Lessor, with the exception of normal wear and tear. Lessee agrees to return the scooter on or before the expiration of the Rental Period in the same condition it was at the beginning of the Rental Period If the scooter is damaged or lost, Lessor shall have the option of requiring the Lessee to assume all costs for the repair of the accessory equipment or the scooter, as the case may be, or to replace the scooter or equipment with a similar scooter or equipment in a similar working condition.

LESSOR: WATER WAYS MARINA, INC

RONALD CROKER.VP/ _____
Printed Name Signature

LESSEE agrees to use the scooter in conformity with Lessor directives, written and verbal, and not to use, nor permit the use:

a. of the scooter for any unlawful purpose;
b. of the scooter in a careless or negligent manner;
c. of the scooter while under the influence of alcohol and or narcotics;
d. by any other person than the Lessee, unless approved in writing by Lessor.

LESSEE'S RESPONSIBILITY; Lessee hereby accepts to be held responsible at all times if he/she omits to assure the safe and proper operation of the scooter and the safety and welfare of other vehicle operators and persons. It is AGREED AND UNDERSTOOD BY LESSEE that Lessor, and the tour guide if any, shall not be held liable for loss, damages, inconvenience or time lost caused by accident, breakdown or malfunction of the scooter while rented or used in a guided tour. LESSEE FURTHER AGREES to indemnify and hold harmless Lessor from and against any and all claims that may occurred for loss or damages arising to property or for bodily injury (including death) resulting from the use, operation or possession of the scooter. LESSEE FURTHER AGREES to hold LESSOR harmless should loss or damages occur to any of the Lessee's personal effects while carried in, or on, the scooter, including, without limitation, loss or damage caused by fire, water, theft, Act of God or any other cause whatsoever.

In the case Lessee is in default in respect of any obligation herein, 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.

In the event of malfunction or breakdown of the scooter, or if any defect occurred while the Rental Period, Lessee shall immediately report the same to Lessor. Continued use of the scooter 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 resulting from bodily injury, loss or damage caused to all persons and property that may become involved into any accident.

RESERVATION: Lessor's ability to provide the Craft, if previously reserved, is contingent upon and subject to the return of the said Craft by the previous lessee, or any other cause beyond Lessor's control.

MISCELLANEOUS: Lessor reserves the right to cancel this Agreement due to inclement or impending bad weather. Rental Payment will be prorated based on the time used. The rules and regulations as posted in the office and/or on the scooter, are for the safety and welfare of every user(s)of the scooter. Lessee certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules and regulations and any and all obligations arising from this Agreement.

LIABILITY AND INDEMNITY: Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge, the scooter owners, tour guides. WATER WAYS MARINA, INC. its employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and legal costs, which Lessee or Lessee's heirs, personal representatives or assigns may have, or may claim to have, for negligence created by or arising from the use, operation, handling, or transportation of the scooter by Lessee or anyone else during the Rental Period or if Lessee or anyone else should fail to respect any of the provisions herein. Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless, scooter owners, tour guides, WATER WAYS MARINA, INC. its employees, agents and assigns from any and all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of Lessee's operation of the scooter during the Rental Period. Lessee also agrees to pay any and all claims brought by any third party as a result of the operation and/or use of the scooter during the Rental Period.

Should 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 remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRENSENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT.

LESSEE: _____
Name (printed)

Date of Birth _____/_____/_____

DL# or SS# _____

Address _____

Tel. _____

Signature 1 _____ DATE _____

Legal Guardian _____ DATE _____
Name (printed)

Signature 2 _____ DATE _____
Parent or Legal Guardian of Signature 1