



**Pontoon  
Rentals, LLC**

# *Rental Contract, Release of Liability, and Hold Harmless Agreement*

For good and valuable consideration, the sufficiency of which is acknowledged by the undersigned parties, Molly's Pontoon Rentals, LLC ("Boat Owner") agrees to rent the Boat chosen in the reservation to Renter ( Name of Renter ) for the time specified and subject to all terms and conditions set forth below.

**RENTER LIABILITY:** Renter is responsible for any damage to the pontoon. In the case of total loss due to negligence (such as sinking), renter agrees pay deductible as well as any difference between actual cost of boat including improvements and equipment and any money received from insurance payment.

#### PERMISSIBLE OPERATING TIMES

This boat is to be securely docked between the time periods of one hour before dusk and dawn and noted below. Failure to abide by this rule will result in termination of remaining rental period and all payments and deposits will be forfeited. Pontoon during this non travel time is to be safely tied to renters dock or at Molly's wet slip at Marina without exception. This rule is absolute, there will be no tolerance regarding enforcement.

#### **FOR YOUR RENTAL THE TIMES ARE SET AS FOLLOWS:**

**DEPARTURE TIME:** \_\_\_\_\_ (CST AM) **RETURN TIME:** \_\_\_\_\_ (CST PM)

**Renter to Initial** \_\_\_\_\_

- 1. Inspection of Equipment.** Boat Owner certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If Equipment has damage or problems not listed on this agreement, Renter must notify the Boat Owner before use of the boat begins and on the first day of rental.
- 2. Damage to Equipment.** Renter acknowledges and understands that boat is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter acknowledges and understands that Boat Owner reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that Boat Owner reserves the right to charge for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Boat Owner to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental and additional money will be due to Molly's Pontoon Rental, LLC should Damages exceed credit card limit on file.  
Type text here
- 3. Prohibited Activities.** The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.
  - a. Smoking; Cooking on any appliance not part of this agreement;
  - b. Operating the boat while intoxicated; Operating under any illegal substance;
  - c. Operate the boat with more people on board than the boat is rated for;
  - d. Allowing pets on board without express written permission to be noted here.

- e. Allowing more people on the boat than what the boat is rated for;
4. Renter Warranties and Representations. Renter represents and warrants the following:
- That he/she acknowledges all laws governing operation of the boat and that he/she will comply with the laws and regulations at all times; ***Is allowed to operate a boat in Alabama;***
  - That he/she is adequately familiar with the operation of the boat;
  - That he/she will operate the boat in a safe manner at all times;
  - The he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat; and
  - That he/she has viewed the power boat safety videos provided at rentalboatsafety.com. and other safety information and understand rules of navigation and navigation markers**
5. Release and Waiver of Claims. Renter does hereby remise, release, and forever discharge Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and Boat Owner.
6. Indemnification. Renter hereby expressly agrees to indemnify and hold harmless Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Boat.
7. Cancellation Policy. If Renter cancels his / her reservation within 14 calendar days of the reservation, Renter shall forfeit the deposit. If the cancellation is due to inclement weather, then the deposit will be applied to an alternate date. If inclement weather causes the rental period to end prematurely, the rental rate shall be prorated based on the time used. *Should renter come down with confirmed case of Covid-19 he/she will be allowed to reschedule.*
8. Life Jackets. Any person under the age of 8 must wear a life jacket at all times while on the boat. **All Children must wear life jackets while swimming from the boat.**
9. Governing Law. This Agreement is governed, construed, and administered according to the laws of Alabama, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Alabama.
10. Entire Agreement. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Renters Signature here

\_\_\_\_\_  
Renter's Signature

*Molly's PontoonRentals, LLC / Owner*

John T. Kovach  
Authorized Representative



# KEEPING YOUR BOATING EXPERIENCE FUN AND SAFE NASBLA Seal of Safe Boating Practices

••••• A Checklist from the U.S. Coast Guard and this Company •••••

Please print this page, check each block upon agreement, sign and date bottom.



- I will make sure my passengers and I each have a properly fitted and properly adjusted U.S. Coast Guard-approved life jacket and know how to put it on.
- I understand that my passengers and I should wear a U.S. Coast Guard-approved life jacket at all times when boating.



- I have assigned one responsible adult to keep track of the whereabouts and safety of each child on board.
- I understand that life jackets sized for adults are unsafe for children.



- I understand when crossing the path of another boat, I should yield to the boat on my right, (starboard).

- IF I OR THE OTHER BOAT FAIL TO ACT -



- I understand there is the threat of a collision and it is my responsibility to slow down, steer away and/or stop.



- I understand that when I meet another boat head-on I should steer to the right (starboard).



- I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room, and yield (give way) to that boat. If conditions require it, I may pass on the right (starboard) side.



- I understand that I must yield (give way) to all boats under sail.



- I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I understand that using alcohol, drugs and certain prescription medications may impair my ability to operate this boat safely.
- I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.



- I will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.
- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers never to dive or jump off of a moving boat.



- I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



- I acknowledge that rental company staff have explained to me the local laws and regulations that apply to boating in this area. I understand them and will follow them carefully.



- I understand that five short blasts of a horn or whistle signal danger or need for assistance.



- I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrons® and individual states which would help me when I rent or operate boats.

# PONTOON/DECK BOAT



- I understand that under Federal and/or State law it is a **crime** to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.

- I will educate all of my passengers on the awareness zone, and I will not allow anyone to enter the awareness zone unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



- I will take a head count to make sure all passengers are present and accounted for before starting the motor.

- I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.



- I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.

- I will not use any generator that is not supplied as part of the rental package on this boat.



- I understand that this boat has no brakes, so that stopping quickly may be difficult or impossible if I am going too fast.



- I will not operate this boat at speeds that are unsafe for the conditions.

- I will obey No Wake zones/signs.



- I have been instructed on how to use the navigation lights and anchor lights on this boat and I will display them properly if operating at night or when visibility is poor.



- I will make sure that there is a lookout other than the boat operator whenever passengers or parts of this boat obstruct the operator's view.



- I have been informed of the total capacity of \_\_\_\_ people and \_\_\_\_ lbs of gear for this boat. I will not exceed that limit.

- I understand that overloading this boat is unsafe and against the law.



- I will anchor where it is easy for other boats to see this boat (so long as the area is anchorable).

- I will anchor this boat only from the front (bow).



- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.

- I will instruct my passengers **never** to dive or jump off of a moving boat.

- I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



- I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



- If this boat is equipped with an engine cut-off device, I will use it.

- I have received an operational orientation for this boat and understand that a written manual is on board.

Signed \_\_\_\_\_ Renter's Signature

Date \_\_\_\_\_ Enter Date

## **WAIVER AND RELEASE OF LIABILITY**

**IN CONSIDERATION OF** the risk of injury that exists while participating in BOAT RENTAL & WATER RELATED ACTIVITIES (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I HEREBY** release and forever discharge MOLLY'S PONTOON RENTALS, LLC, located at 2597 County Road 129, Wetlowee, Alabama 36278, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NOTWITHSTANDING, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act. In the event that I should require medical care or treatment, I authorize any emergency personnel/providers to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and assume all risks involved with activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE MOLLY'S PONTOON RENTALS, LLC AND ALL OF ITS OWNERS, AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST MOLLY'S PONTOON RENTALS, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Molly's Pontoon Rentals, LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Alabama law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE RESERVATION AND ACTIVITIES DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS AGREEMENT** was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_, RENTERS NAME \_\_\_\_\_, and Molly's Pontoon Rental, LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
Enter Name	Relationship	Contact Phone Number
Enter Name	Relationship	Contact Phone Number
Enter Name	Relationship	Contact Phone Number

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

**Participant's Name:** FULL NAME \_\_\_\_\_

**Participant's Address:** STREET ADDRESS \_\_\_\_\_

CITY STATE ZIPCODE \_\_\_\_\_

**Signature:** SIGNATURE \_\_\_\_\_

**Date:** DATE \_\_\_\_\_

Sample Contract Only



PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I **HEREBY CERTIFY** that I am the parent or guardian of CHILDS NAM, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent / Guardian Name:** PARENTS NAME

**Relationship to Minor:** RELATIONSHIP

**Signature:** PARENTS SIGNATURE

**Date:** Enter todays date

Sample Contract Only



# HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (the "**Agreement**") is made as of Date Of Signed Agreement (the "**Effective Date**") by and between John T. And Dorota Kovach, Owners Of Molly's Pontoon Rentals, LLC (the "**Indemnitee**"), located at 402 Winnock Pt, Peachtree City, Georgia 30269, and , Enter Renters Name , (the "**Indemnifier**"), located at , Enters Renters Address , Alabama , Zip Code . The Indemnitee and Indemnifier may be referred to individually as the "**Party**", or collectively, the "**Parties**".

## RECITALS

**WHEREAS**, the Indemnifier desires to hold harmless and indemnify the Indemnitee from all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the indemnitee's participation in the activity defined in section 1.07; and

**WHEREAS**, Indemnitee desires indemnity against all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses that may result from the Indemnitee's participation in the activity defined in section 1.07.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## SECTION 1: DEFINITIONS AND INTERPRETATIONS

- 1.01 Words in the singular shall include the plural and vice versa.
- 1.02 A reference to one gender shall include a reference to the other genders.
- 1.03 A reference to writing or written includes e-mail.
- 1.04 Any obligation in this Agreement on a Party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.05 Any phrase introduced by the terms "including", "include", "in particular "or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.06 References to sections or clauses are to the sections or clauses of this Agreement.
- 1.07. "Activity" shall mean: Boat Rental, Water Activities including but not limited to Tubing, Water Skiing, Swimming, Cooking on grill, and any other activity associated with the boat rental,

including but not limited to driving to and from boat, entering and exiting the boat, driving to and from the ect. . .

## SECTION 2: INDEMNIFICATION

- 2.01 **Indemnification.** To the fullest extent permitted by applicable law, the Indemnifier will hold harmless and indemnify the Indemnitee against any and all claims and actions arising out of Indemnitee's participation in the Activity, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from the Indemnitee's participation in the Activity, subject to the limits on indemnification described in section 2.02.
- 2.02 **Exceptions.** Indemnifier shall not hold harmless and indemnify Indemnitee under the following circumstances:
- (1) against a claim caused by the negligence or fault of the Indemnitee, its agent or employee, or any third party under the control or supervision of the Indemnitee, other than the Indemnifier or its agents, employees or contractors.
  - (2) in a civil action, where the Indemnitee did not act in good faith and in a reasonable manner; and
  - (3) where the actions or conduct of the Indemnitee constituted willful misconduct or the Indemnitee was knowingly fraudulent or deliberately dishonest.
- 2.03 **Settlement and Consent.** The Indemnitee will not settle any claim or action without first obtaining the written consent of the Indemnifier. The Indemnifier or will not be liable for any amounts paid in settlement of any claim or action where written consent was not obtained.
- 2.04 **Cooperation.** Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

## SECTION 3: MISCELLANEOUS

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- 3.01 **Representation on Authority of Parties/Signatories.** Each Party signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 3.02 **Amendment.** This Agreement may only be changed or supplemented by a written

amendment, signed by authorized representatives of each Party.

- 3.03 **Waiver.** The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.
- 3.04 **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties, replacing all other written and/or previous agreements.
- 3.05 **Severability.** The Parties acknowledge that this Agreement is reasonable, valid and enforceable. However, if any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 3.06 **Governing Laws.** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Alabama, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Alabama shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.
- 3.07 **Effect of Title and Headings.** The title of the Agreement and the headings of its Sections are included for convenience and shall not affect the meaning of the Agreement or the Section.
- 3.08 **Attorney's Fees.** If any legal proceeding is brought for the enforcement of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provision of this Agreement or other dispute concerning this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees incurred in connection with such legal proceeding. The term "**prevailing party**" shall mean the party that is entitled to recover its costs in the proceeding under applicable law, or the party designated as such by the court.
- 3.09 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.
- 3.10 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

3.11 **Counterparts.** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

**THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT,** and by signing this Agreement, all Parties agree to all of the aforementioned terms, conditions and policies.

*John T. Kovach*

*Dorota Kovach*

John T. Kovach  
Owner & Manager

Dorota Kovach  
Owner

*Date of Reservation is Date Signed*

\_\_\_\_\_  
(Date Signed)

Renters Signature Here

\_\_\_\_\_  
**Signature of Renter/Participant**

Enter Date

\_\_\_\_\_  
(Date Signed)