



Limited Waiver of Rights of Recovery

In consideration of payment of \$_____, Ebel's Voyageur Houseboats, Inc. ("Lessor") hereby waives its right to recover damages against _____ ("Tenant") for part of the deductible portion of Lessor's physical damage insurance (Hull Insurance) for Houseboat Number _____ for damage to such houseboat under the following specific terms and conditions:

- (1) Tenant is responsible for the following damages to such houseboat:
 - a. The first \$200.00 of damage.
 - b. All damage from \$5,000.00 to \$10,000.00.
 - c. Lessor's insurance company may sue Tenant under its subrogation rights for any damages to the houseboat in excess of the deductible under Lessor's Hull Insurance policy which deductible is currently \$10,000.00 per incident.
 - d. The amount of damage to the houseboat shall be determined by Lessor and shall be Lessor's purchase price for expedited delivery of replacement parts plus the number of hours necessarily incurred by Lessor in repairing the damage with the labor to be calculated at Lessor's "shop rate."
- (2) The waiver does not apply to damage to fishing boats, and their motors, fish -n- ski boats, and their motors, houseboat anchors, houseboat furniture, and/or propellers on the motors on said fishing boats, fish -n- ski boats and/or houseboats.
- (3) Lessor is not acting as an insurer.
- (4) In the event Tenant or its guests breach the terms of the Charter Agreement for the afore-described houseboat and such breach directly or indirectly causes the damage to the houseboat then, and in that event, this Agreement is void.

In WITNESS WHEREOF, both Lessor and Tenant have executed this Agreement this _____ day of _____, 20_____

EBEL'S VOYAGEUR HOUSEBOATS, INC.

By: _____

Its: _____ Tenant: _____