

**LIMITED WAIVER OF RIGHTS OF RECOVERY**

In consideration of payment of \$\_\_\_\_\_, Ebel's Voyageur Houseboats, Inc. ("Ebels") hereby waives its right to recover damages against \_\_\_\_\_ ("Tenant") for part of the deductible portion of Ebels' 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, per incident.
  - b. All damage from \$5,000.00 to \$10,000.00 per incident.
  - c. Ebel's insurance company may sue Tenant under its subrogation rights for any damages to such houseboat in excess of the deductible under Ebels' Hull Insurance policy which deductible is currently \$10,000.00 per incident.
  - d. The amount of damage to such houseboat shall be determined by Ebels and shall be Ebels' purchase price for expedited delivery of replacement parts plus the number of hours necessarily incurred by Ebels in repairing the damage with the labor to be calculated at Ebels' "shop rate".
- (2) This 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 such houseboat.
- (3) Ebels 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 Ebels and Tenant have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EBEL'S VOYAGEUR HOUSEBOATS, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_

Tenant: \_\_\_\_\_  
Print Name: \_\_\_\_\_