

PONTOON RENTAL AGREEMENT

Waiver and Release of Personal or Property damage and Indemnification of Lessor for Damage to Boat

THIS AGREEMENT is entered into on the _____ day of ______, 20___, by and between BOONE LAKE MARINA, INC., hereinafter referred to as "Lessor" and ______, hereinafter referred to as, "Lessee".

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee do hereby covenant, contract, and agree as follows:

- 1. Rental of Boat: Lessee does hereby rent from Lessor the following described boat:
- 2. Term: The term of this rental agreement is: Rent is to begin at ______, Rent is to end at ______, on the _____ day of ______, 20____. A late fee of \$25.00 will be charged per every 15 minutes you are late over scheduled return time. Late fees will be charged to card provided.
- 3. **Rental Fee:** Lessee shall pay as rental, the sum of \$_____ + GAS (due upon return of boat)
- 4. Security Deposit: LESSEE authorizes LESSOR to charge credit card on file retained by the LESSOR, without prior approval from customer, for the cost for repairs of any and all damages, including failure to return said rental boat in as good condition, ordinary wear and tear included, as when received; for reimbursement of articles damaged, missing or broken. Not exceeding the amount of \$500, without prior notification to customer.
- 5. Use of Boat: Lessee is granted the right to use the boat only in the following designated waters: <u>BOONE LAKE</u>.

6. **Improper Use:** LESSEE AGREES:

- a. That the rented boat shall not be used to carry passengers or property for hire;
- b. That the rented boat shall not be used to carry passengers or property in excess of the rated capacity of the boat;
- c. Not to use the boat to tow or propel any other boat, PWC, barge, or thing without Lessor's written permission;
- d. Not to use the boat (or motor) in any race or competition;
- e. Not to use the boat (or motor) for any illegal purpose;
- f. Not to operate the boat (or motor) in any negligent manner;

- g. Not to operate the boat (or motor) outside the area designated in this Agreement;
- h. Not to permit the boat (or motor) to be operated by any other person without written permission of Lessor;
- i. Not to remove the motor from the boat for any use whatsoever;
- j. Not to consume alcohol before/during operation of the boat;
- k. Not to use any equipment to cook or grill on the boat;
- 1. To clean/remove all trash, debris, and pet waste (if applicable) from the boat before return to Lessor;
- 7. Lifesaving Equipment: Lessor and Lessee agree that all required lifesaving and safety equipment reaboard the boat and in good order and condition at the time of delivery to the Lessee.
- 8. **Prior Rentals:** Have you rented from us in the past? **YES NO** Circle one. If so, approximate month and year:
- 9. **Damage or Destruction of boat:** Lessee agrees to pay to Lessor the quoted cost for repairs or excessive cleaning of ANY AND ALL DAMAGES to the boat, motor, or equipment on board caused during the term of this agreement.
- 10. **Expiration of Lease:** Lessee agrees to return to Lessor the boat and all contents in the same or substantially same condition, as when rented, at the expiration of this agreement.
- 11. **Indemnification of Lessor:** Lessee agrees to indemnity and hold Lessor harmless for any and all damages to property or persons arising out of the use of the boat by Lessee, including, but not limited to, all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that Lessor ever has or may have, arising from or in any way related to Lessee's use of said boat, including swimming and/or fishing activities, and Lessee assumes any risk, and takes full responsibility for any claims of personal injury, death, or damage to personal property associated with use by Lessee of this boat.
- 12. **Operation of Boat:** Lessor agrees to give proper instructions on the operation of the boat at the time of rental.

Boone Lake Marina, Inc. Representative

Signature of Lessee

REQUIRED LESSEE CREDIT CARD INFORMATION TO BE CHARGED IN THE EVENT OF DAMAGE AND LATE FEES

Name as it Appears on Card: Credit Card Account Number:		
Cardholder Signature:		