

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and **Resort Name**

This Boat Rental Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_ by and between **Resort Name** and \_\_\_\_\_, hereinafter referred to as RENTER.

RENTER information:

Full Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_  
Cellular Phone \_\_\_\_\_  
Drivers License # \_\_\_\_\_  
Credit Card (to be kept on file) type & # \_\_\_\_\_  
Expiration date on Credit Card \_\_\_\_\_  
Security Code on Card (CCV) \_\_\_\_\_  
Billing address zip code \_\_\_\_\_  
Boat Experience (Hours and detail)

1. Property to be Rented: "Mini" Pontoon Boat

2. Rental Dates: \_\_\_\_\_ Start \_\_\_\_\_ Finish

\_\_\_\_\_ @ \$100.00 per day

3. Rental Rate: \$ \_\_\_\_\_ day Total: \$ \_\_\_\_\_ Plus fuel and sales tax

Fuel determined by current market price

1/4 Tank 2.5 Gallons \_\_\_\_\_ 1/2 Tank 3 Gallons \_\_\_\_\_

3/4 Tank 4.5 Gallons \_\_\_\_\_ Full Tank 6 Gallons \_\_\_\_\_

Parking pass for "one" vehicle will be provided. Additional cars will pay their own expense.

4. SECURITY/DAMAGE DEPOSIT: A security deposit of \$500.00 is required to rent the equipment and is due at the time of check out from the RENTER. Deposits are released after the completion of the rental period provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. If the deposit was done through a credit card authorization, no charges will be captured as long as no damage to the property is found. **Resort Name** reserves the right to inspect rental equipment up to 30 days after the rental period if necessary to have mechanics; or repairmen view and fix any damage that was incurred while RENTER had equipment in his/her position. If damage is caused during the rental period, I the RENTER authorize **Resort Name** to notify me of the costs and charge the credit card on file to recover damages. I the RENTER understand that all damages will be repaired by

**Resort Name** authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or other suggested mechanics. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial deposit or authorization.

SMOKERS: There is to be no smoking on the pontoon.

5. CANCELLATION/NO SHOW POLICY-RENTER understands that when the watercraft is reserved, it is no longer available for other customers and as such **Resort Name** cannot commit the watercraft to another customer during the reserved dates. Consequently, in the event the renter cancels, changes dates, shortens their trip, or in any other way amends their rental period, the entire rental total is due.

6. PAYMENT: Payments will be accepted credit card. No personal checks will be accepted.

7. CREDIT CARD ON FILE: RENTER agrees that they will provide **Resort Name** with a valid credit card to be kept on file. This card will only be charged if damage or additional RENTER charges exceed the security deposit.

9. FUEL: RENTER acknowledges and agrees that the first take of fuel comes with the cost of the rental and thereafter RENTER is responsible for fuel used in the watercraft.

10. INSPECTION OF EQUIPMENT: **Resort Name** certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Watercraft Check-Out Sheet". RENTER will inspect said equipment and rents the same without any additional representations **Resort Name**. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify **Resort Name** before use of the watercraft begins and on the first day of rental.

11. DAMAGES TO EQUIPMENT: RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that **Resort Name** reserves the right to charge RENTER for any repairs, replacement or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing **Resort Name** to charge RENTER for any damages sustained. Such charges will be removed from the RENTER's security deposit or charged to the credit card on file.

PLEASE BE AWARE: Major problems that can arise are few but costly. The value of the watercraft can exceed \$30,000 for full replacement and repairs can reach into thousands of dollars.

12. THEFT OR LOSS: In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.

13. WATERCRAFT OPERATION: RENTER acknowledges and agrees that the equipment will be operated by RENTER(S) named in this agreement. RENTER warrants that RENTER is a qualified operator of said equipment. RENTER will not allow any person under the age of 25, or anyone who is not qualified to operate the boat/equipment. All operators must sign and provide a valid license to operate the equipment. The RENTER who provides the credit card is responsible for all financial responsibility regardless of who is operating the watercraft. RENTER will not operate the equipment, or permit anyone to operate the equipment, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the boat within all local, state and Federal laws and regulations.

Every person boarding the boat must be able to wear a PFD. Every person boarding the boat must be able to put on their PFD or be accompanied by a companion that will assist with the PFD.

14. WATERCRAFT USE: The RENTER understands that conditions (weather, water levels, etc.) are variable and that they must exercise caution, pre-planning and good judgment in the use of watercraft. . At no time should the total weight in the boat exceed the maximum listed weight as marked on the plate in the front of the boat 900 pounds and/or 7 PERSON MAXIMUM. Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the boat from rough water or watersports activity.

15. REPAIRS-SERVICE CALLS: RENTER acknowledges and understands that **Resort Name** cannot guarantee against mechanical failures of the rental equipment. RENTER agrees to immediately notify **Resort Name** of defective or non-working units. **Resort Name** will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repair due to normal wear and tear on the equipment will be made by **Resort Name**. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S security deposit or credit card on file. RENTER must be given

approval by a **Resort Name** representative to allow any mechanical adjustments to be made to the watercraft.

16. LOSS OF RENTER(S) PROPERTY: It is expressly agreed that **Resort Name** shall not be liable for the loss or damage to any property left of stored by RENTER or any other person in or upon said equipment after return thereof to **Resort Name**. RENTER agrees to hold **Resort Name** harmless from, and against any such claims.

17. RETURN OF EQUIPMENT: RENTER acknowledges and understands that they will return the equipment to **Resort Name** no later than time dated of this contract, and that they will follow the procedures outlined in the "Boat Check-in Sheet". Late return will result in fees of \$65 per hour starting 15 minutes after the time specified in this paragraph with a one hour minimum.

18. **Resort Name** or its Agents reserves the right to (a) authorize the use of the equipment and (b) revoke the use of the equipment. Decisions on the part of **Resort Name** or its Agents with regard to the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following:

- . Unsafe operation of the equipment \* Unsafe Weather Conditions
- . Lack of sobriety of the RENTER

DRIVERS AUTHORIZED BY RENTER Drivers License Date

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Renter's Signature Drivers License Date

\_\_\_\_\_  
Representative **Resort Name** Date