

## Lake White Boat Rentals, LLC

Waverly, OH 45690

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### Pontoon Rental Agreement

This Pontoon Rental Agreement ("Agreement") is entered into by and between Lake White Boat Rentals, LLC ("Company") and the undersigned renter ("Renter"). By signing this Agreement, Renter agrees to all terms and conditions set forth herein. This Agreement is to rent a Pontoon Boat ("Watercraft"), which is a powercraft under Ohio law and subject to the operator restrictions listed in Ohio Rev. Code Section 1547.

### Renter Information

Renter's Name: \_\_\_\_\_ Renter's Phone: \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Renter's Birth Date: \_\_\_\_\_ Renter's Email: \_\_\_\_\_

Renter's Drivers License #: \_\_\_\_\_

### Watercraft Rental Details

Watercraft Type: \_\_\_\_\_ Boat ID #: \_\_\_\_\_

Boat shall be rented for the time period specified as follows:

Hours/Half day/Full day: \_\_\_\_\_ Date(s): \_\_\_\_\_

Rental Start Time: \_\_\_\_\_ Rental Return Time: \_\_\_\_\_

### Terms and Conditions

#### ***1. Payment Obligations***

Renter agrees to pay for fuel used at the current marina rate at the pump. Payment for the rental, deposits, and any additional charges must be made prior to the rental period.

#### ***2. Release and Waiver of Claims***

Renter releases and discharges the Company, its agents, employees, successors, and assigns from all claims, liabilities, and damages arising from the use of the watercraft, except for claims resulting from the Company's gross negligence or willful misconduct.

#### ***3. Indemnification***

Renter agrees to indemnify and hold harmless the Company, its agents, employees, successors, and assigns from all claims, liabilities, and damages arising from Renter's use, misuse, or abuse of the

watercraft.

#### ***4. Assumption of Risk***

Renter acknowledges that operating a watercraft involves inherent risks, including the risk of bodily injury or death. Renter assumes all risks associated with the use of the watercraft.

Renter's Initials: \_\_\_\_\_

#### ***5. Acceptable Use***

Renter agrees to operate the watercraft in a safe and competent manner and in compliance with all applicable laws, including Ohio Revised Code § 1547.05, which requires completion of a boating course or proficiency examination for operators born on or after January 1, 1982. By initialing this section and signing this Agreement, Renter certifies that they have completed the necessary legal requirements or have a valid exemption and that all potential operators of the Watercraft have met the necessary legal requirements or exemptions.

Renter's Initials: \_\_\_\_\_

#### ***6. Prohibited Activities***

Renter shall not engage in the following activities:

- a) Operating the watercraft under the influence of alcohol or drugs.
- b) Allowing any person to operate the Watercraft after the consumption of alcohol or drugs
- c) Smoking, grilling, or using fireworks on the watercraft.
- d) Tubing, skiing, or towing from the watercraft.
- e) Allowing passengers to enter or exit the watercraft while the motor is running from either land or water.

#### ***7. Age Requirements***

Renter must be at least 21 years of age and all passengers under the age of 18 must be accompanied by an adult. A list of any minor passengers is attached to this Agreement along with the names and signatures of the accompanying adult.

#### ***8. Unsafe Use***

The Company reserves the right to terminate the rental immediately if Renter engages in unsafe or hazardous use of the watercraft. No refund will be provided for unused rental time in such cases.

#### ***9. Return Conditions***

Renter shall return the watercraft to the designated docking area clean, free of garbage and debris, and in the same condition as it was at the start of the rental period.

#### ***10. Damage and Repairs***

Renter is responsible for any damage to the watercraft during the rental period. Renter agrees to pay the full cost of repairs, including lost rental time and reasonable attorney's fees if collection services

are required.

#### ***11. Late Return Fees***

Renter agrees to pay \$20.00 for every 10-minute increment past the scheduled return time. Company shall deduct these fees from a Security Deposit or Damage Deposit or both if they have not been exhausted for other reasons. Renter agrees to immediately pay any late fees that exceed these deposit amounts.

#### ***12. Insurance***

No insurance is provided by the Company for Renter's injury or negligence. Renter is fully responsible for the safety of all passengers and for any loss or damage to the watercraft during the rental period.

#### ***13. Compliance with Laws***

Renter agrees to comply with all local, state, and federal laws applicable to the operation of the watercraft. Any fines, penalties, or legal violations incurred during the rental period are the sole responsibility of the Renter.

#### ***14. Liability for Third-Party Claims***

Renter agrees to indemnify the Company against any claims, lawsuits, or damages brought by third parties arising from Renter's use of the watercraft.

#### ***15. Refund Policy***

Refunds for cancellations are subject to the Company's discretion and must be requested at least 48 hours prior to the rental start time. No refunds will be issued for early returns or unused rental time.

#### ***16. Dispute Resolution***

Any disputes arising from this Agreement shall be resolved through mediation or other alternative dispute resolution procedures before resorting to litigation.

#### ***17. Governing Law***

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

#### **Acknowledgment and Agreement**

Renter acknowledges that they have read and understood all terms and conditions of this Agreement and agree to abide by them.

**Renter's Signature:** \_\_\_\_\_

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

**Print Renter's Name:** \_\_\_\_\_

**Prices and terms are subject to change without notice.**

## RENTAL AGREEMENT ATTACHMENT

This attachment must be signed by all individuals born on or after January 1, 1982 prior to operating or supervising youth operators of a rental powercraft more than 10 horsepower.

### Operators that already meet the education requirement prior to today's date:

The below named individual(s) certify that they have successfully completed either a boating education course approved by NASBLA (National Association of State Boating Law Administrators) or have successfully completed an ODNR, Division of Watercraft approved proficiency examination.

Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#

### Operators that have passed the abbreviated rental exam on today's date:

The below named individual(s) certify that they have successfully completed a Division of Watercraft Abbreviated Rental Examination with a score of 90% or better.

Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#

### Persons acting as supervising adults for child operators:

The below named individual(s) certify that they will provide direct audible and visual supervision for any child operators aboard the rental powercraft. The below named individual(s), if born on or after January 1, 1982, certify that they have successfully completed either a boating education course approved by NASBLA (National Association of State Boating Law Administrators) or have successfully completed an ODNR, Division of Parks & Watercraft approved proficiency examination or have successfully completed a Division of Parks & Watercraft Abbreviated Rental Examination with a score of 90% or better.

Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#
Name (printed)	Signature	Date of Birth	ID#

Rental Agency	Employee	Date
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