



LEXINGTON PONTOON RENTAL LLC

RENTAL TERMS and CONDITIONS

RENTAL AGREEMENT

Lexington Pontoon Rental LLC (hereafter also referred to as "LPR LLC"), does lease to the undersigned renters/drivers (hereafter also known as "Lessee(s)"), the pontoon boat (hereafter also referred to as "the vessel"), and equipment described in this agreement.

Therefore, the Lessee(s) agree as follows:

1. Lease
 - I. The Lessee(s) identified and signed below, leases from LPR LLC, a Manitou 23 Aurora LE RF VP pontoon boat (TII79049I021), Suzuki DF150ATX3 (15003F-141159), accessories and equipment owned by LPR LLC. Lessee(s) and agree to pay the rental fee assigned in section 18 of this Rental Agreement.
2. Agreement
 - I. Lessee(s) agree to maintain both the vessel, accessories and equipment and safely operate the vessel in accordance with all safety rules and regulations provided to the Lessee(s) and to be used within a 20-mile shoreline distance and 5 mile off-shore distance of the Lexington Michigan Harbor, within U.S. waters. Lessee(s) agrees and understands that he/she is responsible and fully liable for any guests or passengers he/she invites onboard the vessel, **and all must be present at departure with signed release forms.** Lessee(s) agree to return the fueled vessel back to the dock before listed rental return time. Lessee(s) acknowledge receipt and understanding of the 4-page Safety Guidelines document provided by LPR LLC. Additional operational instructions to the Lessee(s) will be provided during the Pre-Board Checklist process prior to departure.
3. Cancellations
 - I. Lexington Pontoon Rental LLC reserves the right to cancel this Rental Agreement due to inclement weather or posted advisories. Rental fees will be prorated based on the time used or deposits refunded if the vessel was not used. Lessee(s) cancellations will only be honored if LPR LLC receives notice 72 hours prior to the rental date. Weather-related cancellations will be decided on the day of the rental, light rain showers or the expectation of same do not constitute a cancellation. LPR LLC reserves the right to determine weather-related cancellations
4. Inspections
 - I. Lessee(s) certifies having undertaken a pre-rental inspection of vessel, to include pictures as desired, and has found it acceptable and suitable for the purpose of which the vessel is rented. Any issues of concern to the Lessee(s) may be documented in section 20 of this contract.
 - II. Lessee(s) agrees to the return inspection whereupon the vessel, equipment, and accessories will be examined for return in the condition found at the pre-rental inspection as determined by LPR LLC. Any issues or concerns will be documented in section 20 of this contract or as an addendum.
5. Security Deposit/ Fees
 - I. As a security deposit, the credit card processing company will place a \$1500 hold on the credit card until the return of the lease & subsequent inspection by LPR LLC. Except as otherwise stated herein, the credit card on file shall be retained by the credit card processing company on behalf of LPR LLC as partial compensation for failing to return the vessel in the condition it originally left the dock; for any damages that result from fuel obtained anywhere besides the Lexington Harbor gas dock; late returns; for reimbursement of articles damaged, missing or broken equipment to the vessel or any other properties damaged by Lessee(s); \$150 applied for vessel haul-out due to damage; or to be applied to the rental charges or late charges upon return of the vessel by Lessee(s). Retaining the Lessee(s) credit card on file does not prevent LPR LLC 's ability to seek future damage claims.



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6. Responsibility for the Care, Use, and Maintenance of the Vessel, Accessories and Equipment
- I. Except as otherwise stated herein, Lessee(s) shall maintain the vessel and its accessories and equipment in good working condition. The Lessee(s) is solely responsible for any damage to the vessel and/or damaged or missing accessories and equipment based on the Lessee(s) negligent acts as determined by LPR LLC. The Lessee(s) will be responsible to pay for any repairs or replacement necessary to restore the rented vessel and other properties damaged by Lessee(s) to their pre-rented state.
 - II. Lessee(s) agrees that the vessel will be operated by only Lessee(s) who 19 years or older and who have been signed out as a qualified operator.
 - III. Lessee(s) agree and understand that it is his/her responsibility for the safe and proper operation of the vessel and is fully advised that:
 - the vessel cannot be used for any unlawful purpose;
 - the vessel cannot be used in a careless or negligent manner;
 - there will be no use of firearms or weapons of any kind, including projectable firing devices such as air soft, archery, paintball, fireworks or other stupid activities onboard the vessel;
 - **NO BEACHING OF VESSEL/ beware of submerged objects in water less that 20 feet. STAY at least ½ mile offshore when cruising at speed or tubing;**
 - life jackets must be worn at all times for anyone aged 13 and under;
 - there are no pets allowed unless approved by LPR LLC;
 - barbeque grills, heated cookware or anything with a flame use is prohibited on the vessel;
 - **the vessel cannot be operated by a person who is under the influence of liquor and/or mind-altering drugs/medications;**
 - the vessel will not be occupied with a greater number of occupants than 10. This includes the driver and does not exempt the Lessee from following the maximum capacity or weight restrictions (1,895 pounds) as described on the capacity plate.
 - **DRIVE as slow as possible when leaving dock or pulling within 50 feet to dock. Drive slowly through the harbor, making no wake.**
 - IV. Lessee(s) agrees not to change, alter, or remove the accessories and equipment from the vessel without first obtaining the written consent of LPR LLC.
 - V. Lessee(s) agrees that in the event of severe weather, malfunction, breakdown of the vessel, accident, or any other defect discovered after acceptance of the Rental Agreement, the Lessee(s) will immediately notify LPR LLC. Continued use of the vessel, its accessories and/or equipment thereafter shall be entirely at the Lessee(s)' risk, and therefore the Lessee(s) assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. Property Damage/ Loss
- I. Lessee(s) agrees that in the event of any loss, theft, damage, or destruction to any and all parts of the vessel, accessories, equipment or other properties, Lessee(s) shall notify LPR LLC. Failure to do so shall be entirely at the Lessee(s)' risk. Lessee(s) agree to pay the full replacement and labor charges, including any fees or fines associated with any property damage or liability claims related to this rental. Lessee(s) assume all liabilities of injury and damage to all persons and property regardless of the cause and/or nature of the damage.
 - II. Lessee(s) agree and understand that LPR LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the pontoon boat and/or accessories and equipment. Lessee(s) agrees to indemnify and hold harmless LPR LLC from and against any and all claims for loss of or damage to property or injury of persons (including death) resulting through the Lessee(s) use, operation or possession of the pontoon boat.



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III. Lessee(s) will be solely responsible for all fees and costs associated with towing or assistance needs and /or salvage costs due to negligence on the part of the Lessee(s) as determined by LPR LLC.

8. Personal Property

I. LPR LLC is not responsible for any lost, damaged, or stolen personal property of the Lessee(s) and/or their guests. Lessee(s) agree to hold LPR LLC harmless should loss or damages occur to any of the Lessee(s)' or guests' personal property while carried in, or on, the vessel, including loss or damage caused by fire, water, theft or any other cause whatsoever.

9. Return of the Watercraft

I. Lessee(s) agree to return the vessel back to the dock before the end of allotted time. Lessee(s) understand that a \$50 surcharge will be added to their rental fee and/or deducted from their credit card for every 15 minutes the pontoon boat is not returned to the dock, fully fueled and ready for return inspection by the listed rental end time. Insufficient fuel upon return will be charged with a \$50 surcharge along with cost of fuel. Note: Early returns will not result in a refund.

10. Indemnification

I. Lessee(s) agrees to indemnify, defend, and hold harmless Lexington Pontoon Rental LLC for any loss, damage, or legal actions against LPR LLC as a result of Lessee(s) operation or use of the vessel during the term of this Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Lessee(s) also agrees and understands he/she will be responsible and fully liable to pay for any tickets, moving violations, law enforcement involvement, salvage fees, tow fees due to Lessee(s) negligence or other citations received while in possession of the pontoon boat.

11. Assignment; Subletting

I. Lessee(s) agrees not to assign, sublease, or transfer the leasehold interest in the pontoon boat, accessories and equipment granted under this Rental Agreement.

12. Severability

I. If any provisions of this Rental Agreement are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.

13. Headings

I. The headings contained in this Rental Agreement are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this agreement.

14. Binding Effect

I. This Rental Agreement shall be binding upon and shall inure to the benefit of Lexington Pontoon Rental LLC and Lessee(s) and their respective guests, heirs, administrators, and successors.

15. Governing Law

I. This Rental Agreement shall be subject to and governed by the laws of the State of Michigan, and the parties' consent to jurisdiction of the Michigan courts over this agreement and over the parties in any proceeding to enforce this agreement.

16. Representations and Warranties



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- I. Lessee(s) represents and warrants that Lessee(s) is legally entitled to operate a pontoon boat under the laws of this jurisdiction and will not operate it in violation of any laws, or in any negligent or illegal manner.
- II. Lessee(s) have been given an opportunity to review the Rental Agreement and examine the pontoon boat, accessories and equipment in advance of taking possession of it, and upon such inspection, is not aware of any damage existing on the watercraft other than that notated by a separate existing damage document (section 19)

17. Infectious Disease

- I. By this Waiver, I assume any risk, and take full responsibility and waive any claims of COVID-19, or other infection, death or hospitalization to any persons in my party associated with a rental from LPR LLC, including but not limited to pontoon rental at the facility, using the facility and its equipment in any manner, form or fashion, and engaging in boating activities or other related activities on and off the premises.

18. Certifying

- I. The Lessee(s) certifies that by initialing and/or signing, he/she has;
 - read, understands and agrees with the terms and conditions in the Rental Agreement and Boarding Checklist and;
 - all information provided is correct and true and;
 - further assumes the responsibility to see that participants will also follow the terms of the contract.
- II. The Lessee(s)/Drivers are entering into this agreement freely and voluntarily with full knowledge of all the facts and circumstances; and fully understanding the legal consequences.
- III. Only those people present at launch and having completed the *PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK* document may be participants on the vessel.

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| 19. DRIVER/LESSEE INFORMATION | | |
| 1 st Driver/ Lessee | Date of birth: | |
| Driver License # | State | Expires: |
| Full address: | | |
| Phone | Email: | |
| Signature & Date | | |

| | | |
|--------------------------------|----------------|----------|
| 2 nd Driver/ Lessee | Date of birth: | |
| Driver License # | State | Expires: |
| Full address: | | |
| Phone | Email: | |
| Signature & Date | | |

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|----------------------------|-------|
| Name of Emergency Contact? | Phone |
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| initials |
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2021 SEASON

LEXINGTON PONTOON RENTAL LLC

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| RENTAL START TIME | Participants in party | RENTAL RETURN TIME | HOURS OF RENTAL | RENTAL RATE | LATE FEES. \$50 PER 15 MINUTES | TUBE RENTAL \$30 | Fuel +(\$50 surcharge for service) |
|-------------------|-----------------------|--------------------|-----------------|-------------|-----------------------------------|------------------|------------------------------------|
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WE RESERVE THE RIGHT TO FORBID TOW SPORTS

20. INSPECTION RESULTS

I. Pre-Rental vessel damage

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| | Initials BEFORE departing |

II. Post-Rental damage or concerns (including injuries or other issues)

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Lessee/Drivers initial AFTER rental

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| initials |
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