



**BOAT RENTAL AGREEMENT**

**Owner:**  
 Lovelace Rentals LLC  
 Branson, MO 65616

**Renter:**  
 Name:  
 Address:  
 Phone:  
 DL #:  
 DL State:  
 DOB:  
 Boating Safety Card #

In consideration of the mutual agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Renter agree as follows:

**BOAT:**

**Description.** Owner agrees to rent to Renter the following boat (the "Boat"):

Boat
Tritoon - Avalon Venture 85

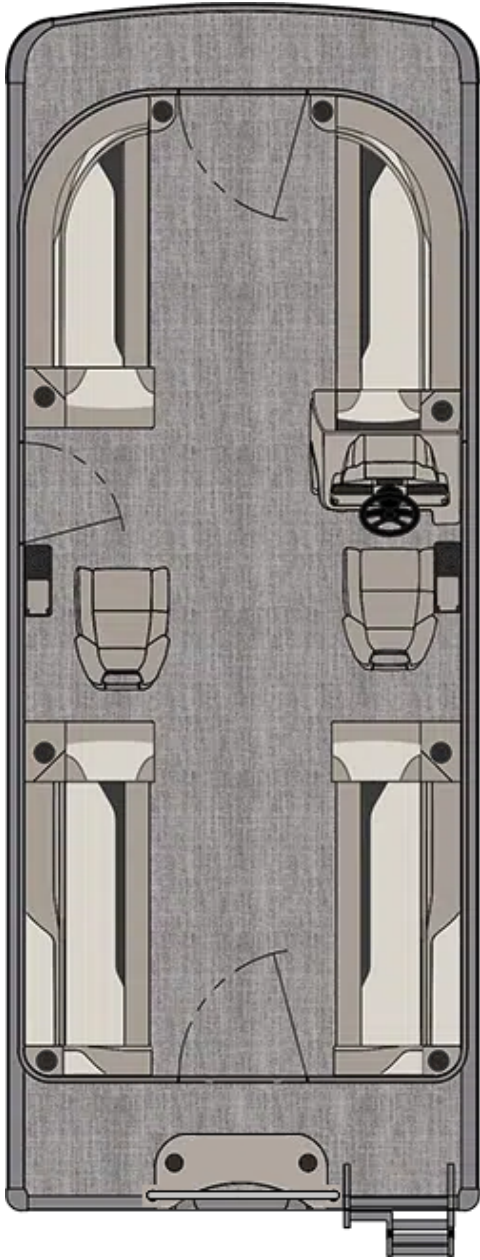
**Initial Condition.** Owner and Renter agree that the Boat was in the following condition prior to the Renter taking possession (the "Initial Condition"):

Item	Initial Condition
Exterior	
Bimini Top	
Seats and Upholstery	
Carpet/Floor	
Ski Box and Ski Bar	
Ladder	
Stereo, Speakers, and Navigation/Fish Finder	
Propeller and Motor	

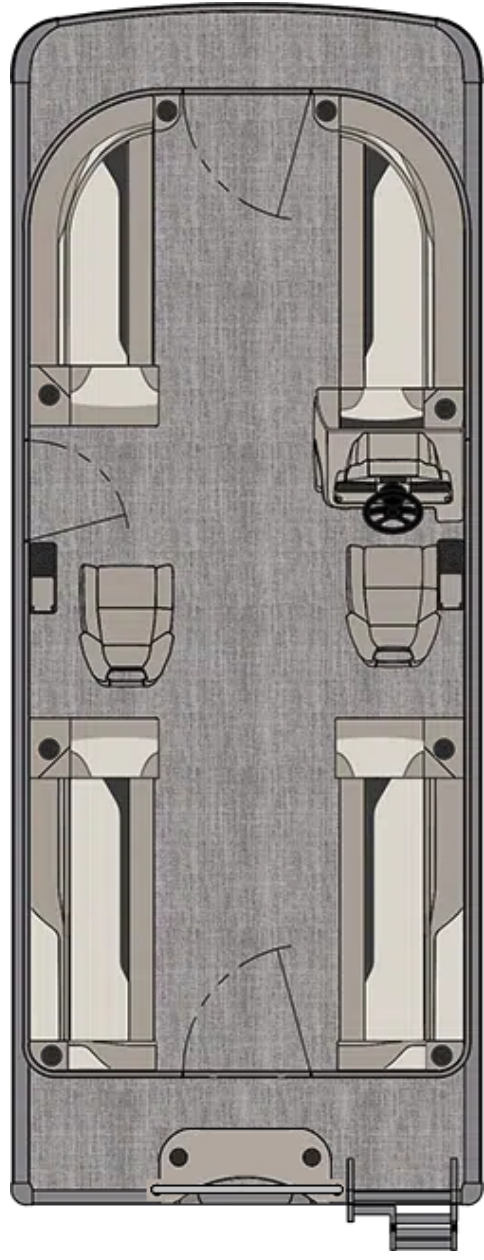
**Final Condition.** Owner and Renter agree that the Boat was in the following condition upon the return of the Boat to Owner (the "Final Condition"):

Item	Initial Condition
Exterior	
Bimini Top	
Seats and Upholstery	
Carpet/Floor	
Ski Box and Ski Bar	
Ladder	
Stereo, Speakers, and Navigation/Fish Finder	
Propeller and Motor	

Check Out



Check In



**INVENTORY:**

ITEM	INCLUDED	RENTER'S INITIALS	INITIAL CONDITION	RETURN CONDITION	QUANTITY	COST
Bumpers						
Throw Cushion						
Fire Extinguisher						
Lanyard						
Keys						
Oars						
Flag						
Docking Rope						
Trash Can						

**Inventory.** The list attached hereto and labeled as “Inventory” is a list of all inventory items that may or may not be included with the Boat rental. If an inventory item is not included in the Boat rental, it can be rented at an additional cost. An initial or check mark next to an inventory item that is not included in the Boat rental on the Inventory list is an agreement to rent and pay for such additional item.

**Damages.** If the Boat and inventory listed on the attached Inventory list are not returned in the Initial Condition, Renter agrees to pay the to Owner any and all necessary repairs to bring the Boat and inventory back to the Initial Condition. Renter will be responsible for damages caused by Renter and/or Participants/guests/invitees' wrongful acts, omissions, or negligence, or the wrongful acts, omissions, or negligence of Renter's Participants/guests.

**Term.** This Agreement is effective for the term beginning at \_\_\_\_\_ a.m/p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending at \_\_\_\_\_ a.m/p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “Term”).

**Rental Rate and Gas Deposit.** Renter will pay the following in advance of the Term (collectively the “Rental Rate”):

\$ _____	Boat Rental Fee
\$ _____	Gas Deposit
\$ _____	TOTAL DUE

**Payments**

The Rental Rate will be paid at the time of the booking reservation. A payment processing fee may be added to the Rental Rate.

A Gas Deposit will be paid at time of booking the reservation. The Boat will leave with a full tank of fuel. Upon return, the Boat will be refueled and the Renter will be responsible for the cost of fuel used during the rental Term. The fuel used will be charged against the Gas Deposit and Renter will receive a refund of the difference. If the cost of fuel is greater than the Gas Deposit, Renter may receive an invoice for the fuel cost over the Gas Deposit. If there is damage to the Boat caused by Renter during the Term, Gas Deposit may be used as partial payment towards damage. Gas will be refilled using Premium, Non-Ethanol Fuel.

Any damage, loss, or cleaning fees are not listed in the Rental Rate. These may be charged after the rental Term has concluded. Renter agrees to pay any additional fees incurred. Renters may request documentation for additional fees that may be incurred.

**Cancellations**

Reservations canceled 7 days prior to the Term will receive a full refund of their Rental Rate. Reservations canceled 7 days to 72 hours prior to the Term will forfeit 50% of the Boat Rental Fee, unless the cancellation occurs over a holiday weekend (Memorial Day, Fourth of July, Labor Day, etc.), in which case Renter will be charged as if the cancellation occurred less than 72 hours before the start of the Term. If Renter cancels Renter’s reservation less than 72 hours before the start of the Term, Renter will be charged 100% of the Boat Rental Fees. The Gas Deposit will be refunded at 100% if booking is canceled prior to the Term.

If inclement weather prohibits Renter from fulfilling the Boat rental for the full Term of this Agreement, Owner may, at Owner’s sole discretion, offer a refund at a prorated amount based on hours remaining of the Term of this Agreement. Owner reserves the right to determine what is considered unsafe boating conditions.

Owner reserves the right to cancel a reservation for any reason, including but not limited to: drug and alcohol use, no suitable Boat Operator, Renter and Boat Operator do not speak and read English fluently, age of Renter and Boat Operator is not 21 or above, Renter and Boat Operator do not have valid Drivers License and Boaters Safety Card (if age applicable), Boat Operator does not have prior boat operating experience, unsafe boating practices. Please note, this is not an exhaustive list of reasons for Owner’s right to cancel.

### **Equipment Failure**

If an equipment failure of the Boat or inventory, caused by no fault of Renter, prohibits Renter from fulfilling the Boat rental for the full Term of this Agreement, Owner may, at Owner's sole discretion, offer a partial or total refund or replacement rental, if inventory allows. If equipment failure of the Boat or inventory is caused by the misuse or negligence of Renter, Owner may choose to not offer any refund or replacement, and Renter will be liable for damages.

If Owner discovers an equipment failure of the Boat prior to the commencement of the Term, Owner reserves the right to cancel Renter's reservation and refund Renter the Rental Rate.

### **Use**

The Boat will be used exclusively as a short-term rental and for recreational use and for no other reason. Renter agrees that Renter and Participants/guests will not use or possess any illegal substance(s) on the Boat. Renter agrees that Owner may remove or cause to be removed from the Boat any Renter or Participant/guests while using the Boat, illegally possesses or used illegal substances, violates any terms of this Agreement, is intoxicated, profane, lewd, or brawling. Renter must be at least twenty-one (21) years of age to rent the Boat. Anyone under twenty-one (21) years of age will not be allowed to operate the Boat at any point during the Term. If Renter allows anyone under the age of twenty-one (21) to operate the Boat, Renter will be liable for any expenses, damages, and/or other legal repercussions. A list of all individuals who will be on the Boat at any point during the Term is required, and the Participant Check-Out Acknowledgement must be signed by all Renters, guests, and invitees during check-out and check-in. Renter agrees that no other person will be on the Boat other than those on the Participant Check-Out Acknowledgement. All Renters and Boat Operators should bring Proof of ID and Boaters Safety Card (if age applicable). All participants/guests/invitees must be present at check-in and check-out to sign Waiver(s) and Participant Check-Out Acknowledgement. For participants who are under the age of 18, a guardian must be present to sign their forms.

### **Pets, Smoking, Cookware**

No pets of any kind are allowed on the Boat at any time during the Term. Service animals may be allowed under applicable laws and must remain under control of its handler. Service animals must observe the guidelines provided by the ADA (Americans with Disabilities Act). If Renter and/or Participant/guest(s) has a pet of any kind (excluding service animals) on the Boat, Renter will be liable for all additional cleaning fees and/or damage.

No smoking or vaping will be permitted on the Boat. If Renter and/or Participant/guests smoke on the Boat, Renter will be liable for any damages caused by smoking and all additional cleaning fees to remove any damage, smells, or residue of the smoke. If Renter and/or Participant/guests uses cookware including but not limited to grills, etc, Renter will be liable for any damages caused by the use of grills, etc, and all additional cleaning fees and/or damages.

**Alcohol and Drugs**

Alcohol consumption is not permitted for Boat Operator(s) and Renter of the boat. Hard alcohol/liquor is not permitted by Renter or Participants/guests. No excessive alcohol consumption is allowed. Renter, Boat Operator, and Participants/guests may not be or become inebriated before or during the rental Term.

Drugs of any kind are not permitted on the Boat. Renter and Participants/guests are not allowed to be Under the Influence of Drugs while on or near the Boat.

**Towing, Docking, and Operating**

Renter(s) and Operator(s) is/are stating they have the ability and knowledge to operate, dock, and navigate the Boat without causing damage to the Boat, nearby objects (above and below the water), or people. Prior boat driving experience is required. Must be 21 years or older to rent and/or drive the Boat. A valid (non-expired) USA Driver's License is required, with proof at check-in and check-out. If you are born after January 1, 1984, you must have a valid Boating Safety Education Card approved by NASBLA (National Association of State Boating Law Administrators and Recognized by the U.S. Coast Guard). Drivers License and Boating Safety Education Card must be present and on board the Boat when Renter(s) and/or Boat Operator(s) are Operating the Boat. All Renters and Participants/guests who wish to operate the Boat must present their Driver's License and Boating Safety Education Card to the Owner at time of check-in and check-out.

At no time should the boat be towing, tied to other watercraft, or taken near the shoreline/beached as this will result in damage to the Boat and/or motor for which the Renter will be responsible.

**Life Jackets**

Life Jackets will be provided for each Participant on the Boat. Individuals under the age of 7 are required to wear a life jacket at all times while on or near the water and/or Boat.

**Maximum number of persons**

The maximum number of people allowed on the Boat at one time is 12 (the "Maximum on Board"). If Renter has more than the Maximum on Board, the Renter will be responsible for any additional fines, cleaning fees, or repair for damage caused to the Boat that is determined by the Owner.

Renter agrees that each Participant/individual on the Boat will complete all required paperwork and documentation required before entering the Boat. All Participants are required to complete paperwork at check-in and check-out.

**Loss of Personal Property**

Owner is not responsible for loss and/or damage of personal property owned by Renter and/or Participants/guests

**Trash**

Renter is responsible for the removal of any and all trash from the Boat. If any trash is discovered on the Boat after the Term, Owner may require Renter to pay an additional trash removal fee.

**Ordinances and Statutes**

Renter and Participants will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may be in force in the future, pertaining to the use of the Boat. Renter will be responsible for any and all fees or fines incurred due to non-compliance.

**No assignment**

Renter will not assign this Agreement.

**As is condition**

Renter takes the Boat and inventory in "AS IS" condition and as suited for the uses intended by Renter and acknowledges that the Boat, inventory, and all personal property therewith are in good repair, unless otherwise indicated by the parties. Renter will, at Renter's expense, and at all times, maintain the Boat in a clean and sanitary manner including all equipment, inventory, and other items on the Boat in as good a condition as received, normal wear and tear expected.

**Indemnification**

The Owner will not be liable for any damage or injury to Renter, or any other person, or to any personal property located on the Boat or at rental facility. Renter releases Owner from liability for, and agrees to indemnify Owner against, all losses incurred by Owner as a result of (a) Renter's failure to fulfill any conditions of this Agreement; (b) any damage or injury happening in or about the Boat to Renter, Renter's invitees/Participants or licensees or such person's property; (c) Renter's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against the Owner's as a result of Renter's actions or the actions of any invitees/Participants or licensees. Renter's indemnification will include attorneys' fees and court costs incurred by Owner for enforcing any provision under this Agreement. Owner does not provide insurance on Renter's, Participant's/invitees'/guests', or licensees' personal property.

**Release of Liability**

Renter hereby releases and holds harmless Owner from all liability, claims, demands, or causes of action for any injury, illness, disability, death, or loss or damage to person or property sustained by Renter, Participants/invitees/guests, licensees, or other individuals whether caused by the negligence of Owner or otherwise. This includes any injury, illness, disability, death, or loss or damage to person or property incurred as a result of a hidden, latent, or obvious defect on the boat or any of the inventory used on the Boat, or any failure to properly instruct, supervise, or train.

**Assumption of Risk**

Renter acknowledges that the operation or use of the Boat has inherent risks that may lead to bodily injury or death or loss or damage of personal property. Renter acknowledges that Renter and Boat Operator(s) has/have no health restrictions that would prevent Renter and/or Boat Operator(s) from safely operating the Boat or participating in any water activities during the Term of this Agreement. Renter agrees that Renter and/or any other Boat Operators have the necessary knowledge, skill, and certification (if applicable) to operate the Boat. Renter knowingly and voluntarily assumes all risk of injury, illness, damage, or loss associated with the rental of the Boat.

**Severability Clause**

If any provision of this Agreement is found to be in conflict with any law governing the relationship between Owner and Renter or any other manner that this Agreement pertains to, thereby making that provision null and void, the nullity will not affect the other provisions of this Agreement, instead this Agreement will be given effect without the void provision. To this end, provisions of this Agreement are severable.

**Arbitration Clause**

This Agreement will be governed by and construed in accordance with the laws of the State of Missouri. Any action arising under the terms of this Agreement, including without limitation, any action to enforce this Agreement will be handled through arbitration. If the dispute cannot be resolved through arbitration, the resolution will be filed through the Taney County, Missouri court systems. The parties hereby expressly consent to the jurisdiction of Taney County, Missouri.

**Agreement**

Renter has read, agrees, and fully understands the Terms outlined above.  
Executed and signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Lovelace Rentals LLC:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**Renter:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature