

Pontoon Rental Agreement

_____ Start Date _____ End Date _____ Pontoon

_____ Renters Name _____ Credit Card#

_____ Cell Phone _____ Expire Date _____ Code

_____ eMail _____ Amount

- I. **Inspection of Equipment.** Boat Owner certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If Equipment has damage or problems not listed on this agreement, Renter must notify the Boat Owner before use of the boat begins and on the first day of rental.
- II. **Damage to Equipment.** Renter acknowledges and understands that boat is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter acknowledges and understands that Boat Owner reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that Boat Owner reserves the right to charge for any damages, repairs, replacement, or special cleaning of any damaged or lost real or personal property. Renter acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Boat Owner to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental or cabin rental.
- III. **Fuel.** Pontoon will have a full tank of gas. Renter can either return the pontoon with a full tank of gas or boat owner will replenish fuel for the renter at the market rate plus a \$5 refueling fee. Premium, 91 octane fuel must be used.
- IV. **Prohibited Activities.** The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.
 - a. Smoking.
 - b. Operating the boat while intoxicated.
 - c. Operate the boat with more people on board than the boat is rated for.
 - d. Allowing more people on the boat than what the boat is rated for.
 - e. Allowing pets weighing more than 50 lbs.
- V. **Renter Warranties and Representations.** Renter represents and warrants the following:
 - a. That he/she acknowledges all laws governing operation of the boat and that he/she will always comply with the laws and regulations.
 - b. That he/she is adequately familiar with the operation of the boat.
 - c. That he/she will always operate the boat in a safe manner.
 - d. The he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat.
- VI. **Release and Waiver of Claims.** Renter does hereby remise, release, and forever discharge Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from

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all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and Boat Owner.

- VII. **Indemnification.** Renter hereby expressly agrees to indemnify and hold harmless Boat Owner, Boat Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse, or abuse of the Boat.
- VIII. **Life Jackets.** Any person under the age of 13 must always wear a life jacket while on the boat. All persons must wear life jackets while swimming from the boat.
- IX. **Governing Law.** This Agreement is governed, construed, and administered according to the laws of Wisconsin, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Wisconsin.
- X. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

Picture of drivers license here:

Renters Signature

Date

Renter to note any existing damage to pontoon here:

Pontoon Do's:



- I will make sure my passengers and I each have a properly fitted and properly adjusted U.S. Coast Guard-approved life jacket and know how to put it on.
- I understand that my passengers and I should wear a U.S. Coast Guard-approved life jacket at all times when boating.



- I have assigned one responsible adult to keep track of the whereabouts and safety of each child on board.
- I understand that life jackets sized for adults are unsafe for children.



- I understand that five short blasts of a horn or whistle signal danger or need for assistance.



- I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrons® and individual states which would help me when I rent or operate boats.



- I will not operate this boat at speeds that are unsafe for the conditions.
- I will obey No Wake zones/signs.



- I have been instructed on how to use the navigation lights and anchor lights on this boat and I will display them properly if operating at night or when visibility is poor.



- I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



- I understand when crossing the path of another boat, I should yield to the boat on my right, (starboard).

- IF I OR THE OTHER BOAT FAIL TO ACT -



- I understand there is the threat of a collision and it is my responsibility to slow down, steer away and/or stop.



- I understand that when I meet another boat head-on I should steer to the right (starboard).



- I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room, and yield (give way) to that boat. If conditions require it, I may pass on the right (starboard) side.



- I understand that I must yield (give way) to all boats under sail.

Pontoon Do Not's:



- I understand that using alcohol, drugs and certain prescription medications may impair my ability to operate this boat safely.
- I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.



- I understand that under Federal and/or State law it is a **crime** to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I have been informed of the total capacity of ____ people and ____ lbs of gear for this boat. I will not exceed that limit.
- I understand that overloading this boat is unsafe and against the law.



- I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.

- I will educate all of my passengers on the awareness zone, and I will not allow anyone to enter the awareness zone unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



- I will anchor where it is easy for other boats to see this boat (so long as the area is anchorable).
- I will anchor this boat only from the front (bow).

- I will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers **never** to dive or jump off of a moving boat.
- I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



- I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- I will instruct my passengers **never** to dive or jump off of a moving boat.



- I understand that under Federal and/or State law it is a **crime** to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- I will take a head count to make sure all passengers are present and accounted for before starting the motor.
- I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.



- I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



- I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.
- I will not use any generator that is not supplied as part of the rental package on this boat.

Renters Signature

Date