**Weiss WaterSports, LLC**

**MOTORIZED BOAT/PWC RENTAL AND DEPOSIT AGREEMENT**

Rental Agreement #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Time Out: \_\_\_\_\_\_\_\_\_\_\_\_Time Due Back In: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: (As it appears on Credit Card) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Lessee)

Address (Credit Card Billing address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_\_\_\_ Date Of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chestnut Bay House Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boating License? Yes\_\_\_\_\_\_\_\_\_ No \_\_\_\_\_\_\_\_\_\_

Boat/PWC(s) Numbers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* I agree to exercise all reasonable caution in the use of this motorized vehicle and to abide by all the rules and laws pertaining to the use of the same.
* All persons using or otherwise carried in/on the above listed boat/PWC(s), including the lessee, do so at their own risk. The lessor, Weiss Watersports, LLC, shall not be responsible for loss, damage or injury to any person or property.
* While under rental, the lessee assumes full responsibility for, and shall hold the lessor free and harmless from, any and all damage, liability or injury to any person or property, arising out of lessee’s rental of the above listed boat/PWC(s) and equipment.
* Lessee agrees to pay the posted rental rate for above listed boat/PWC(s) and equipment, plus charges for refueling.
* The lessee shall agree to return the boat/PWC(s) and all related equipment to the lessor in the same condition as when received, and shall be liable for any damages caused by the lessee. The lessee also agrees to pay a $500 damage deposit for referenced motorized boat/PWC(s). The lessee understands that in the event damage occurs to the vehicle(s) during lessee’ rental possession , the deposit will be held until such time as a damage estimate can be obtained and that lessee is responsible for ALL damages to referenced motorized boat/PWC(s), including amounts over the $500 deposit.
* I am not currently under any suspension or revocation of any boater safety certification or vessel operation privilege in this state, or any other state or jurisdiction.
* Lessee agree that he has been instructed in the proper safe operation of this boat/PWC(s) by lessor and that lessee has read and understands he information entitled “Weiss Watersports additional Boat and Person Watercraft Rules and Regulations. “Lessee also agrees that he or she has viewed the PWIA Renter orientation video and has successfully completed the Weiss Watersports Safety video questionnaire.
* Weiss Watersports, LLC reserves the right to REVOKE THE USE OF THE EQUIPTMENT IF A JUDGEMENT is made by its employee that the equipment is being abused or used in an unsafe manner including, but not limited to the following situations.(1)Unsafe operation of the equipment (2) If renter / operator appears to be under the influence of alcohol or drugs (3)Unsafe weather conditions arise (4)Underage person and or persons not listed on this listed agreement being allowed to ride or operate rented equipment in violation of WWE Rental agreement.

Lessee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Weiss Watersports Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names of ALL Operators (18yrs & older):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names of ALL passengers: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Weiss Watersports, LLC additional Boat and Personal Water Craft**

**Rules & Regulations**

Weiss Watersports wants everyone to have a safe and enjoyable experience while enjoying their rented Boats/PWC(s). The statements below are intended to aid our customers in that endeavor. While no one can guarantee anyone’s 100 % safety. Following these guidelines will help to insure that everyone has a great time on the water.

Lessee is responsible for instructing all operators and or passengers of the following Rules and Regulations:

* If renter chooses to pull a rider on any floatation device, there will be a MINIMUM $150.00 charge and loss of all remaining rental hours on contract, if the rope is sucked up in PWC impeller.
* Maintain a 100 ft. minimum distance from all docks, floating trampolines and swimming areas at Chestnut Bay Resort.
* ANYTIME you return to Chestnut Bay Resort with your boat/PWC, it may ONLY BE DOCKED at the Weiss Watersports dock locations.
* Persons 16 thru 17 years of age are allowed to operate the Boat/PWC ONLY when accompanied by the renter or other operator(s) at least 18 years old listed on the Rental Agreement.
* ALL PERSONS who operated the Boat/PWC MUST BE LISTED ON THE RENTAL AGREEMENT.
* Beware of shallow water. Renter is responsible for all damages to Boat/PWC(s) including propeller and responsible for service charge to remove any lodged rocks or objects and or any damage due to lodge objects.
* Do NOT start engine or run engine in water depths of less than 24 inches. The suction created by the Boat/PWC(s) engine can pull rocks and other foreign materials into the propellers causing severe damage to the Boat/PWC.
* “Beaching” of Boats/PWC(s) is not allowed under any circumstance due to possible damage.
* Remember that PWC(s) are boats and are therefore subject to all boating laws and guidelines.
* Fire Extinguisher is located in storage compartment under the rear colored seat area
* PFD’s (Life Vest) are required to be worn by children (8 & under) on the Boat/PWC(s) at all times.
* Kill switch lanyard MUST be worn properly around the Boat/PWC(s) driver’s wrist at all times during the operation of the Boat/PWC(s)
* Operate Boat/PWC(s) at idle speeds ONLY in all marked as “NO Wake” or “Idle Speed Only”
* Boat/PWC(s) MUST be returned at the designated time on the rental agreement. Late penalties equal to hourly rates WILL be assessed for late returns.
* Boat/PWC(s) are powerful pieces of equipment. Renter is required to operate them at SAFE SPEEDS.
* The PWC(s) owned by Weiss Watersports are 3 person skis with a maximum weight capacity of 425lbs. Do not exceed either limit.
* Any additional fuel must be purchased at Weiss Watersports.
* Loss or failure to return Life Vest will result in a charge to the renter of $30 per vest.
* Loss of Boat/PWC key will result in a charge of $100 to renter
* Loss of Boat/PWC wrist kill switch lanyard will result in a charge of $20 to renter
* Renter or person on board ski/boat must have cell phone at all times.
* CBR renters must stay within boundaries as assigned by Weiss Watersports.
* If cancelled due to inclement weather, there are no rain checks or refunds.
* If ski is flipped you will be asked to return ski with no refund.

Lessee’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chestnut Bay Resort or Chestnut Bay Homeowners are NOT liable for any claims, demands, losses or damages.