



PONTOON RENTAL AGREEMENT & LIABILITY WAIVER

Lake McConaughy, NE

www.lakemactow.com

(308) 464-1212

RENTAL INFORMATION

Rental Date:	Boat Name:
Departure Time:	Return Time:

RENTER INFORMATION

Full Name:	Date of Birth:
Driver's License #:	State Issued:
Phone Number:	Email:
Address:	

RENTAL REQUIREMENTS

BY SIGNING THIS AGREEMENT, THE RENTER CONFIRMS:

- Renter is at least 21 years of age.
- Renter has previous boating experience and understands the safe operation of a pontoon boat.
- Renter understands and agrees to comply with all Nebraska boating laws and regulations.
- Renter possesses a valid government-issued driver's license.
- Renter is physically and mentally capable of safely operating the vessel.

PAYMENT & SECURITY DEPOSIT

- A non-refundable reservation fee of \$50 is required to reserve a boat.
- A valid credit or debit card must remain on file throughout the rental period.
- Full rental payment is due prior to departure.
- A refundable security deposit authorization of \$300 will be placed on the card on file.

THE RENTER AUTHORIZES LAKE MAC BEACH TOW TO CHARGE THE CARD ON FILE FOR:

- Fuel Charges
- Cleaning Fees
- Damage Repairs
- Violations of This Agreement
- Late Return Fees
- Missing Equipment
- Excessive Wear

Damages exceeding the security deposit amount remain the responsibility of the renter.

CANCELLATION POLICY

Half-Day Rentals

Cancellations made fewer than 24 hours before the rental date will forfeit the reservation fee.

Full-Day or Multi-Day Rentals

Cancellations made fewer than 24 hours before the rental date will forfeit the reservation fee.

Weather Cancellations

Lake Mac Beach Tow reserves the right to cancel rentals due to unsafe weather or lake conditions. In these cases, reservation fees will be refunded or credited.

No refunds will be issued for:

- Early Returns
- Renter Dissatisfaction
- Weather Changes During Rental
- Unused Rental Time

RENTAL RULES & OPERATING REQUIREMENTS

THE RENTER AGREES:

- Only the approved renter may operate the vessel.
- No reckless or negligent operation.
- Boat may not be trailered or transported.
- Boat may only dock at approved locations.
- Boat capacity limits must never be exceeded.
- Renter will avoid shallow water, rocks, submerged hazards, and restricted areas.
- Pets are permitted only with prior approval and applicable cleaning fees.
- No operation under the influence of drugs or alcohol.
- Boat may only be operated during daylight hours.
- No beaching the boat at any time.
- Boat may not be used for towing tubes, skiers, wakeboards, or similar activities.
- Passengers under 13 years old must wear life jackets at all times.
- Boat may not be used for commercial purposes or carrying passengers for hire.
- Renter is responsible for all passengers and guest conduct.

SAFETY ACKNOWLEDGMENT

THE RENTER ACKNOWLEDGES:

- Boating carries inherent risks including injury, drowning, collision, weather hazards, submerged objects, and equipment failure.
- Hidden underwater hazards may exist.
- Lake conditions may change rapidly.
- Operation in shallow water may result in severe propeller or lower-unit damage.

Renter accepts all risks associated with operation of the rental vessel.

DAMAGE RESPONSIBILITY

THE RENTER IS FULLY RESPONSIBLE FOR ANY DAMAGE OCCURRING DURING THE RENTAL PERIOD, INCLUDING BUT NOT LIMITED TO:

- Propeller Damage
- Hull Damage
- Bimini Damage
- Grounding Damage
- Excessive Cleaning
- Lower Unit Damage
- Upholstery Damage
- Docking Damage
- Missing Equipment

This responsibility applies regardless of fault, negligence, weather conditions, or accidental cause.

PHOTO & VIDEO INSPECTION POLICY

Lake Mac Beach Tow will conduct pre-rental and post-rental inspections using timestamped photo and/or video documentation.

Documentation may include:

- Exterior Condition
- Upholstery
- Fuel Levels
- Cleanliness Condition
- Propeller Condition
- Flooring
- Equipment Inventory

BY SIGNING THIS AGREEMENT, RENTER ACKNOWLEDGES THAT:

- The vessel was inspected prior to departure.
- Photo/video records serve as the official condition report.
- Renter had the opportunity to review visible condition.
- Post-rental inspection finding may be used to assess damages or fees.

FUEL POLICY

Boats leave with a full fuel tank.

Renter must:

- Refill the fuel tank prior to return OR
- Authorize fuel reimbursement charges at current on-water refueling rates plus service and handling.
Current refueling rate: \$8.50 per gallon

Fuel charges may be deducted from the security deposit or charged to the card on file.

LATE RETURN POLICY

Rental vessels must be returned no later than the agreed return time.

Late returns will incur fees of:

\$50 per 30-minute increment

Additional charges may apply if late return affects subsequent reservations or staffing.

CLEANING POLICY

The renter agrees to return the vessel in reasonably clean condition.

Additional cleaning charges may apply for:

- Excessive trash
- Stains
- Pet hair
- Biohazard cleanup
- Spills
- Bodily fluids
- Smoking residue

Minimum excessive cleaning fee: **\$50**

INCIDENT REPORTING

THE RENTER MUST IMMEDIATELY REPORT:

- Accidents
- Grounding
- Passenger injuries
- Mechanical concerns
- Collisions
- Equipment failure
- Property damage

Failure to report incidents immediately may result in additional liability.

Emergency Contact: 308-464-1212

Call 911 for emergencies requiring immediate medical or law enforcement assistance.

RELEASE OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, RENTER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS LAKE MAC BEACH TOW, ITS OWNERS, EMPLOYEES, CONTRACTORS, AND AFFILIATES FROM ANY CLAIMS, DAMAGES, INJURIES, LOSSES, LIABILITIES, OR EXPENSES ARISING FROM:

- Vessel operation
- Accidents
- Negligence of passengers
- Equipment failure
- Passenger conduct
- Weather
- Water hazards
- Third-party claims

This includes attorney fees and legal expenses.

ELECTRONIC SIGNATURES & DIGITAL RECORDS

THE RENTER AGREES THAT:

- Electronic signatures are legally binding.
- Text communications may be used for operational communication.
- Digital initials are enforceable.
- Digital inspection photos/videos are valid documentation.

ACKNOWLEDGMENT OF AGREEMENT

BY SIGNING BELOW, RENTER ACKNOWLEDGES THAT THEY:

- Have read and understand this agreement
- Understand all fees and responsibilities
- Voluntarily accept risks associated with boating activities
- Understand boating safety requirements
- Accept liability for damages occurring during rental

SIGNATURES

RENTER

Signature: _____

Printed Name: _____

Date: _____

LAKE MAC BEACH TOW REPRESENTATIVE

Signature: _____

Printed Name: _____

Date: _____



PONTOON PRE-RENTAL INSPECTION FORM

RENTAL INFORMATION

Boat Info:	Rental Date:
Renter Name:	Staff Member:
Departure Time:	Return Time:

PRE-RENTAL INSPECTION CHECKLIST

Item	Good Condition	Damage Noted	Item	Good Condition	Damage Noted
Exterior panels			Flooring		
Upholstery/Seats			Captain Chair		
Gates/Latches			Boarding Ladder		
Bimini Frame			Bimini Canvas		
Steering/Controls			Stereo/Electronics		
Propeller			Lower Unit/Skeg		
Fuel Level					

REQUIRED EQUIPMENT CHECK

- Adult Life Jacket
- Fire Extinguisher
- Boat Key
- Lake Map
- Child Life Jacket
- Anchor & Rope
- First Aid Kit

PRE-RENTAL PHOTOS RECORDED

- Port Side
- Starboard Side
- Front
- Rear
- Fuel Gauge
- Interior Seating
- Flooring
- Helm/Dash
- Propeller
- Hour Meter

RENTER ACKNOWLEDGEMENT

I acknowledge that I have inspected the rental vessel and agree that the documented condition above accurately reflects the vessel condition prior to departure. RENTER'S INITIALS: _____



PONTOON POST-RENTAL INSPECTION FORM

RENTAL INFORMATION

Boat Info:	Rental Date:
Renter Name:	Staff Member:
Departure Time:	Return Time:

POST-RENTAL INSPECTION CHECKLIST

Item	Good Condition	Damage Noted	Item	Good Condition	Damage Noted
Exterior panels			Flooring		
Upholstery/Seats			Captain Chair		
Gates/Latches			Boarding Ladder		
Bimini Frame			Bimini Canvas		
Steering/Controls			Stereo/Electronics		
Propeller			Lower Unit/Skeg		
Fuel Level	Full / Partial		Cleanliness	Acceptable / Cleaning Fee Required	

REQUIRED EQUIPMENT CHECK

- Adult Life Jacket
- Fire Extinguisher
- Boat Key
- Lake Map
- Child Life Jacket
- Anchor & Rope
- First Aid Kit

POST-RENTAL PHOTOS RECORDED

- Port Side
- Starboard Side
- Front
- Rear
- Fuel Gauge
- Interior Seating
- Flooring
- Helm/Dash
- Propeller
- Hour Meter

FINAL SIGN OFF (RENTER SIGNATURE REQUIRED IF DAMAGE OR ADDITIONAL FEES APPLY)

Staff Member Signature: _____

Date: _____

Renter Signature: _____

Date: _____