

1135 County Road DB
Mosinee, WI 54455
715-344-2628
DUBAYWATERS@YAHOO.COM



DATE: _____

WATERCRAFT RENTAL AGREEMENT

- 1.** RENTAL PRICING: All rental charges must be paid in full at the beginning of the rental period. Rental prices are subject to change without notice.
- 2.** AGE RESTRICTIONS: The Lessee must be at least 18 yrs. of age, hold valid drivers license, have a valid credit card, born before Jan 1, 1989 or have valid boater safety.
- 3.** TAX: Taxes on all rentals are NOT included in the rental price. The LESSEE is responsible for taxes.
- 4.** TOWING RESCUE: Any towing or rescue caused by the LESSEE'S negligence will be performed at \$100.00 for the first hour and \$50 for any additional.
- 5.** CANCELLATION/REFUNDS: Cancellations require a 72-hour notice to receive full refund. Refunds will not be given for "no-shows" or for cancellations less than 72 hours before the start of the rental. A full refund may be given for inclement weather as determined by DuBay Waters, LLC.
- 6.** LATE RETURN & OVERTIME: LESSEE agrees to return the Watercraft to DuBay Waters on or before day and return time listed. If the watercraft is not returned at the specified time, the LESSEE agrees to pay an overtime rate of \$100.00/hr.
- 7.** DAMAGES & LOSS: LESSEE is responsible for all damages or lost items to watercraft, water devices or other equipment rented.
- 8.** PETS: Pets are allowed on pontoon rentals but a \$50.00 cleaning fee will be added.
- 9.** SAFETY: LESSEE certifies that he/she has examined the Watercraft, and finds it acceptable and suitable, for the purpose for which it is leased. LESSEE will maintain and return rental items in a safe, dependable condition throughout the rental.
- 10.** LAWS/RULES/REGULATIONS/INSURANCE: A. LESSEE agrees to abide by all local, state, and federal laws as well as rules for the watercraft and marina premises. B. LESSEE understands that the only person(s) authorized to operate the watercraft provided are the person(s) who have signed this agreement, are either born before Jan 1, 1989 or have valid boater safety, have valid driver's license and are competent to operate such watercraft. C. LESSEE and all other passengers agree to wear personal floatation device (life jacket) while participating in the activity of riding. D. LESSEE agrees not to carry more than the maximum number of passengers allowed for the watercraft. E. LESSOR DOES NOT PROVIDE INSURANCE to cover the risks of property damage, personal injury and death that may occur while LESSEE is in, on or around the Watercraft or LESSOR facilities or premises, or using the water devices rented for use with the Watercraft. LESSEE understands and acknowledges that if he/she does not have insurance to cover such risks, it is his/her duty to obtain such coverage before agreeing to board the watercraft. LESSEE agrees that any insurer who may provide coverage while on the Watercraft has no right of subrogation against LESSOR, its employees or its owners. Rentals do not include cost of insurance. LESSEE shall not assign, sublet or transfer the Watercraft to any unauthorized individual. G. LESSEE agrees to report any accident, malfunction or breakdown of Watercraft or equipment to LESSOR. Continued use of rentals shall be at LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
- 11.** ALCOHOL/DRUGS/ INTOXICANTS: LESSEE assumes full responsibility of risk for all passengers on the Watercraft or on marina premises for any bodily injury, accident, illness, paralysis, death, loss of personal property even if caused, in whole or in part, by the negligence of other fault of

passengers on the Watercraft and even if caused, in whole or in part, by the negligence or other fault of LESSOR.

12. RENTAL CONTINGENCIES: A. LESSOR'S ability to provide Watercraft, if reserved, is contingent upon its return by the previous LESSEE on time and without damage, or any other cause beyond LESSOR'S control. B. LESSOR reserves the right to cancel this agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used. C. LESSEE shall not operate Watercraft after sunset.

13. ACKNOWLEDGEMENT & EXPRESS ASSUPTION OF RISK & RESPONSIBILITIES: LESSEE assumes full responsibility of risk for all passengers on the Watercraft or on marina premises for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence of other fault of passengers on the Watercraft and even if caused, in whole or in part, by the negligence or other fault of LESSOR.

14. WAIVER OF LIABILITY: A. LESSEE agrees on behalf of his/herself, heirs, representatives, survivors and assigns to release, hold harmless, and indemnify LESSOR, its officers, directors, employees, agents, subsidiaries, legal representatives and assigns (collectively the LESSOR) from and against any and all liability for any and all claims of any kind or nature whatsoever (including subornation) arising out of or relating to presence on or use of the Watercraft, LESSOR'S vessel's, equipment and / or premises, including without limitation any and all claims for injury or death or damage to property, including claims arising out of or relative to death, injury or damage resulting solely or partially from the negligence or other fault of the LESSOR. B. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from and against any and all loss, cost, damages, attorney fees and/or liability in connection with enforcing the rental agreement by LESSOR, include expense incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed upon that Venue of any action hereunder shall be in county of LESSOR.

x _____

DATE: _____

LESSEE HAS READ AND AGREES TO THE TERMS AND CONDITIONS INDICATED ABOVE

CC# _____

Exp _____ CVV _____ Zip _____

Date: _____ to _____ Date: _____

Name: _____

Ph #: _____

Email: _____

Address: _____

Watercraft: _____

Depart Time: _____ Arrival Time: _____