

2018 Pontoon Rental Agreement

Between Lessor

Fox Ventures LLC

6370 Grant Ave

Farwell, MI 48622

(989) 802-4909

& Lessee

Name: _____

Address: _____

City/State _____

Phone: _____

Email: _____

THIS PONTOON RENTAL AGREEMENT CONSTITUTES A
CONTRACT BETWEEN LESSEE AND LESSOR

1. RENTAL PROPERTY

2. RENTAL DATES _____

3. BODY OF WATER _____

RENTAL RATES:

Day: \$195 per day (24 hour)

Weekend: \$495 per weekend. Pontoon shall be picked up no earlier than 4pm
Friday evening and returned no later than 9 am Monday morning

Week: \$950 per week (7) consecutive days or less

PAYMENT: Rental must be paid in full before vessel leaves the Lessor's property.
No refunds for inclement weather conditions or cancellations.

\$100 premium for all rentals occurring on all major holidays

RESPONSIBILITY: The signer of the rental agreement must be 21 years of age or older with a valid driver's license. All known operators must sign lease agreement. Lessee assumes full responsibility and liability for the boat, all passengers, all equipment, and the safe operation of the boat. Lessor shall not be held responsible for any of lessee's personal items. Lessor allows equipment to be used on inland lakes only, renting the vessel with the intent of boating on any of the Great Lakes is prohibited.

SECURITY DEPOSIT: In addition, the Lessee has deposited with the Lessor the sum of \$_____ as a rental damage security deposit and as surety that he will return said Watercraft, and its equipment and furnishings to Lessor at the place where taken by Lessee (and promptly at the end of the lease period) in same condition as when taken, ordinary wear and tear excepted. In the event the Lessee shall comply with the terms of this agreement, said deposit shall be refunded to Lessee. In the event of damage to or loss of said craft, its furnishings and equipment, or nonpayment of rental, Prop damage, or for gas and oil, or if Lessor is put to expenses of returning said Watercraft to the location from which taken, said deposit shall be applied toward the cost of compensating Lessor for such damage, loss or expense. Nothing herein contained shall absolve Lessee from responsibility for all negligent or willful acts causing loss to Lessor. Lessee shall also forfeit deposit if any portion of the rental contract is violated hereunder. Lessee acknowledges that by signing this agreement agrees to a hold placed on Credit card provided as a surety and payment should any damages occur

WATERCRAFT RENTAL WAIVER AGREEMENT: The UNDERSIGNED for and in consideration of the privilege of operating a boat or Watercraft of Fox Ventures hereby assume all risks of such operation for and on behalf of the undersigned, and each person or guest taken aboard; and specifically agrees to indemnify Fox Ventures and his successors or assigns for any and all injury, loss or damage to the said Watercraft, or to any person or guest aboard or to any third person or their property not on board. Term Watercraft refers to hull – superstructure, engine, controls and items located therein. In accepting and agreeing to operate the said Watercraft according to the rules and regulations of the state of Michigan, which said rules and regulations are considered to be a part of this said waiver as though copied herein verbatim, the undersigned does hereby waive and relinquish any and all claims for damage, injury or loss, of any kind, character or description, against Fox Ventures and his successors, or assigns, its officers, agents or employees, arising out of injury, damage or loss, either to the person or property of the undersigned, or the person or property of any guest or other person aboard, or to any third person or their property not on board. It is specifically agreed and understood that the Watercraft and its gear and equipment when received for use in accordance with the rules and regulations are in seaworthy condition, mechanically and otherwise; and the undersigned agrees to return the said Watercraft, and all gear and equipment, in the same condition, ordinary wear and tear excepted, to the location from which it was rented. The undersigned further agrees to pay in advance for the use of said Watercraft and equipment in accordance with the published schedule of rates. Fox Ventures is liable for only gross carelessness and gross negligence; and not for ordinary carelessness, or ordinary negligence, or lack or ordinary prudence, skill or diligence of its employees, agents and assigns in relation solely to this agreement. If during the term of the rental agreement a mechanical failure occurs on the vessel, lessee agrees to immediately notify lessor of the same and shall not make any attempts to repair the mechanical failure nor hire a third party to repair said mechanical failure. Lessee assumes all risk and liability for any injuries or damages that occur to persons or property in the event lessee attempts to repair or cure a mechanical failure that occurs during the term of the rental agreement.

SAFETY: CAPACITY OF PONTOONS IS 17 PEOPLE or as rated – NO EXEPTIONS!!!) EVERY PERSON 12 YEARS AND YOUNGER IS REQUIRED TO WEAR A COAST GUARD APPROVED LIFE JACKET – STATE LAW

PET POLICY: Lessor does not allow any pets aboard our vessel. If we find evidence that a pet has been aboard, a cleaning fee of \$75 will be charged in addition to any damages

FUEL USAGE: Lessee is responsible for fuel usage and vessel must be returned full to the top with premium grade fuel only, if not returned full lessee will be charged for fuel and a \$15 service fee

BEHAVIOUR: Lessor request that there be no smoking or alcohol beverages aboard the vessel during use or operation. No reckless or careless operation is permitted. For the safety and liability of all Lessor request that there be no pulling tubes, skiing or towing of any sort be done with the vessel. No boating allowed after dark, pontoon must be docked by dusk

Transportation: If pickup or delivery is needed to any lake, there will be an extra delivery fee determined by the distance from the Lessor's address.

Any violation of any of the above and foregoing requirements shall constitute a breach of this agreement and lessor is entitled to immediate possession of the rented vessel and lessee forfeits the remainder of any time allotted on the rented vessel and the security deposit thereon. This condition is without exception.

Any additional Damage to boat \$100 per dent or cost of replacing a panel with estimate.

Please mail/email a copy of drivers license of person signing agreement and operator of vessel

BY SIGNING I AGREE TO THE ABOVE TERMS AND CONDITIONS.

LESSEE'S SIGNATURE: _____ DATE: _____

Lessee must keep a copy of lease agreement in possession during time of rental

Pontoon Boat Operation Instructions

Towing the Vessel:

Lessee permits customer to tow vessel to lake of choice if customer so desires contingent on following conditions:

Lessee vehicle must meet the minimum towing requirements

Lessee must have knowledge and experience towing a vessel and trailer

If Lessee experiences any breakdowns such as marine engine failure, flat tire, inoperable lights etc, whether on road or water they must contact a Staff member of Fox Venture immediately no exceptions! If Lessee attempts to repair or hires repairs to be performed, Fox Ventures may choose not to reimburse incurred expenses & Lessee may forfeit security deposit

Fox Ventures reserves the right to deny Lessee the privilege of towing the vessel at Lessor's discretion if Lessee does not have experience in towing and/or Lessee's vehicle does not meet Lessor's requirements

2" ball hitch required for towing

Launching the boat:

Remove tie straps securing the boat to the trailer & Unlock prop

Launch boat on approved boat launch & lower prop

Remove winch line secured to front of vessel

Be sure propeller is submerged in the water before starting engine

When propeller is totally submerged in water start engine, engage throttle in reverse and float vessel off trailer. **Be aware of your surroundings and other boaters!**

Operating the Vessel on the water:

Never operate the engine unless propeller is submerged in the water! Failure to comply could result in serious engine damage. You as the operator is responsible at all times.

Never operate vessel in shallow water!

Always be on the lookout for submerged rocks or logs near the shore or in shallow water

Use caution around other watercraft Comply with all state regulations and guidelines

Do not operate vessel if under the influence of alcohol

Equipment Included with vessel

- (17) Flotation devices_____ (1) Hummingbird fish finder_____
- (1) Throwable type flotation device_____ (1) Boat cover_____
- (4) Docking Tie ropes_____ (1) Fire extinguisher_____ (1) Anchor_____
- (4) Tie straps & ratchets (if customer towing vessel)_____

Lessee agrees that all equipment listed will be returned to lessor, if not value of missing goods will be determined by lessor and retained from security deposit

Loading the vessel:

Back trailer down boat launch Load Pontoon onto trailer, be sure pontoon is centered properly on trailer

When boat is loaded on trailer, turn engine off **never run engine unless propeller is submerged in water**

Attach winch to designated hook and be sure vessel is secured firmly against stops at the front of trailer

Tow vessel from water

Be sure engine is raised in the fully up position and lock is engaged to prevent engine from lowering during transportation.

Securely strap pontoon to trailer with minimum of (4) straps (1) on each corner for transportation

BY SIGNING I AGREE TO COMPLY TO THE ABOVE TERMS AND CONDITIONS

LESSEE'S SIGNATURE: _____ **DATE** _____