



RENTAL AGREEMENT



Island View, LLC Pontoon and Boat Rental Contract

THIS WATERCRAFT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and Island View, LLC (DBA as Island View Resort, Island View, RentMyPontoon.com)

RENTER Information:

This Rental Agreement is entered on the _____ day of _____, 2022 by and between Island View, LLC and

Full Name: _____ hereinafter referred to as **RENTER**.

Street Address: _____ 1

City: _____ State: _____ ZIP: _____

Cellular Phone () _____ - _____

Credit Card (to be kept on file)

Name on card: _____

Credit Card #: _____

Expiration Date: _____ / _____ Security Code on card (CCV): _____
Month Year

Billing address zip code: _____

WATERCRAFT TO BE RENTED: (check all that apply)

22' Bennington Pontoon / 60 HP Yamaha (Registration Number MN7039HS)

22' Premier Pontoon / 50 HP Yamaha (Registration Number MN5928KH)

20' Weeres Pontoon / 50 HP Johnson (Registration Number MN8504JT)

16' Lund Boat / 35 HP Evinrude (Registration Number MN4033DX)

Other _____
(List watercraft or other equipment being rented)

RENTAL DATE(S): _____ **RENTAL RATE:** \$ _____ /Day plus tax.

OTHER OPERATOR(S) AUTHORIZED BY RENTER:

(If the person renting the watercraft is not the operator, then list operator(s) designated by RENTER)

RENTERS SIGNATURE: _____ **DATE:** _____

By signing: I the RENTER, understand that the terms contained on this rental contract attached hereto, are incorporated by reference into the watercraft rental agreement and the parties agree that they have read this document in its entirety, understand, and agree to the terms and conditions.

RENTAL AGREEMENT

Exhibit A

1. **CREDIT CARD ON FILE:** RENTER agrees to provide ISLAND VIEW with a valid credit card to be kept on file. This card will be charged if damage or additional RENTER charges that are agreed upon at rental time, the purchase of additional equipment, late fees and/or other incidentals. RENTER hereby irrevocably authorizes ISLAND VIEW to charge RENTER's credit card on file for all the foregoing charges.
2. **SECURITY/DAMAGE DEPOSIT:** Renter acknowledges a security deposit of one thousand dollars (\$1,000.00) can be charged to renter's credit card. **Security deposit will be waived as long as renter provides Island View with a valid credit card on file,** ISLAND VIEW shall be authorized to charge RENTER'S credit card on file for the full amount of such security deposit, along with any other costs incurred by RENTER in accordance with the terms hereof. Any unused portion of the security deposit will be released after the completion of the rental period, provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. ISLAND VIEW reserves the right to inspect rental equipment up to thirty (30) days after the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurred while RENTER had equipment in his/her possession. If damage is caused or permitted by RENTER during the rental period, RENTER authorizes Island View to charge the credit card on file for the full amount of any such damages, including repair costs and to then notify RENTER of the same. RENTER understands that all damages will be repaired by ISLAND VIEW's authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial security deposit authorization.
3. **CANCELLATION/NO SHOW POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers and therefore ISLAND VIEW cannot commit the watercraft to another customer during the reserved dates/times. Consequently, in the event RENTER cancels, changes dates, shortens the rental period, or in any other way seeks to change the rental period, the entire rental total shall still be due and payable.
4. **PAYMENT:** Payments will be accepted via cash, credit card, personal check, Venmo, or cashier's check.
5. **WATERCRAFT OUT OF COMMISSION DUE TO DAMAGE:** RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay ISLAND VIEW for all days the watercraft is out of commission including any time outside of the original rental period during which time the watercraft is unavailable to rent to other customers. No refunds will be offered.
6. **FUEL:** RENTER acknowledges that six gallons of fuel is included in the price of the rental, but RENTER should make arrangements with ISLAND VIEW to pay for any fuel in excess of six gallons at current pump prices. If RENTER elects to refuel the watercraft, any spills, waste of fuel, or damage will be the RENTER's responsibility.
7. **INSPECTION OF EQUIPMENT:** ISLAND VIEW certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be communicated to the renter. RENTER will inspect said equipment and will rent the same without any additional representation or warranty by ISLAND VIEW. If equipment has damage or problems not communicated the RENTER must notify ISLAND VIEW before use of the watercraft begins and on the first day of rental.
8. **DAMAGES TO EQUIPMENT:** RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that ISLAND VIEW may charge RENTER for any repairs, replacement, or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Watercraft Rental Agreement/Contract, he/she is authorizing ISLAND VIEW to offset against security deposit and/or charge RENTER's credit card on file for any damages sustained to the equipment. **PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY. THE VALUE OF THE WATERCRAFT CAN EXCEED \$20,000 FOR FULL REPLACEMENT AND REPAIRS CAN REACH INTO THOUSANDS OF DOLLARS.**
9. **THEFT OR LOSS:** In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.
10. **WATERCRAFT OPERATION:** RENTER acknowledges and agrees that the equipment will be operated by RENTER(S) named in this agreement. **RENTER warrants that RENTER is a qualified operator of said equipment and has sufficient training or experience to operate the watercraft safely and in a manner that will not cause injury to self or others. RENTER will not allow any person who is not qualified to operate the watercraft/equipment. RENTER (i.e. the person who provides the credit card) undertakes all financial responsibility regardless of who is operating the watercraft.** RENTER will not operate the equipment, or permit anyone to operate the equipment, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the watercraft within all local, state and Federal laws and regulations and RENTER is solely responsible for obtaining knowledge and understanding regarding all such laws and regulations.
11. **WATERCRAFT USE:** The RENTER understands that conditions (weather, water levels, etc.) are variable and RENTER must exercise caution, pre-planning and good judgment in the use of watercraft. The watercraft is equipped with internal ballast systems to allow custom weighting for watersports. At **NO TIME** should the total weight in the watercraft exceed the maximum listed weight as marked on the plate in the watercraft (ballast, persons and equipment must all be added up and should not exceed the listed weight). Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the watercraft from rough water or watersports activity.
12. **REPAIRS-SERVICE CALLS:** RENTER acknowledges and understands that ISLAND VIEW cannot guarantee against mechanical failures of the rental equipment. RENTER shall immediately notify ISLAND VIEW of defective or non-working equipment. ISLAND VIEW will make commercially reasonable efforts to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by ISLAND VIEW. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S credit card on file. RENTER must be given approval by an ISLAND VIEW's representative to allow any mechanical adjustments to be made to the watercraft.
13. **LOSS OF RENTER(S) PROPERTY:** It is expressly agreed that ISLAND VIEW shall not be liable for the loss or damage to any property left of stored by RENTER or any other person in or upon said equipment after return thereof to ISLAND VIEW. RENTER agrees to hold ISLAND VIEW harmless from, and against any such claims.
14. **RETURN OF EQUIPMENT:** RENTER acknowledges and understands that he/she will return all equipment, including but not limited to lifejackets, anchors, depth finders, ladders, etc. to their storage site on the end date of this watercraft rental contract.
15. **RELEASE OF LIABILITY/ASSUMPTION OF RISK:** I, the RENTER, understand that the sports of boating, water skiing, wake surfing, wakeboarding, FISHING, riding water toys or any water sport are **HAZARDOUS ACTIVITIES.** I, the RENTER, understand that the engaging in these sports and use of the equipment involve a risk of injury to all parts of the user's body and **POSSIBLE DEATH.** I, the RENTER, on my own behalf and on behalf of all others who are involved with the watercraft and/or any other water activities during the rental period, agree to freely and expressly assume and accept all risks in the use of the equipment rented or provided by you the renter, Island View, LLC strictly forbids use of the rental pontoon or boat for any water skiing, wake surfing, wakeboarding, riding water toys or any water sport. In the event someone is injured during use of the watercraft or if someone other than RENTER is operating the equipment during the rental period and is injured, RENTER agrees to pay all deductibles and all cost for physical and property damage to any and all parties involved which are the fault of the RENTER or any other person who was operating the watercraft during the rental period and until the equipment is returned to the control of ISLAND VIEW via the agreed-upon check in procedure. I, the ENTER, further undertake sole responsibility to ensure that each person who engages in any water activities during the rental period executes a **WAIVER AND RELEASE** prior to engaging in any such water activities.
16. **LIABILITY AGREEMENT:** I, the RENTER, hereby release and hold harmless from any legal liability, ISLAND VIEW and its owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, RENTER, and I hereby accept full responsibility for any and all such damages or injury which may result. It is understood and agreed that the rental fee is a presently earned fee for the use of the equipment and that the security deposit is a deposit against costs of repairs or cleaning that may be required because of physical damage to the equipment during the rental period or against liability that RENTER may incur to ISLAND VIEW pursuant to this agreement. Further, I, the RENTER, am responsible for all damages and/or losses to the equipment or any of its contents during that period. I, the RENTER, indemnify and hold ISLAND VIEW harmless from any loss, damages, expense or claim, including attorney's fees, and costs arising out of my acts or omission to act, or those with me during the use of the equipment during the rental period.
17. **AUTHORIZE/REVOKE USE OF EQUIPMENT:** ISLAND VIEW or its agents reserves the right to: (a) authorize the use of the equipment; and (b) revoke the use of the equipment. Decisions on the part of ISLAND VIEW or its agents regarding the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following: (a) Unsafe operation of the equipment; (b) lack of sobriety of RENTER or any other person using the rented equipment; and/or (c) unsafe weather conditions.
18. **LEGAL FEES:** I, the Renter, AM RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION AGENCY FEES, AND COURT COSTS FOR MYSELF AND ISLAND VIEW incurred by any dispute in damages if legal action is necessary, because of my neglect to return the watercraft or equipment in the same condition that it was received at the beginning of my rental period.
19. **CLEANING FEES:** I, the RENTER, understand that if the equipment is not as clean upon return as it was upon checkout that it will be professionally detailed at a rate of \$15 per foot of watercraft and I will be responsible for such costs.
20. **DOCKS/ BUOYS:** I, the RENTER, understand that if I damage, or hit any dock or structure, I will be responsible for the cost of and all repairs thereto.
21. **RENTER RESPONSIBLE FOR ALL OTHERS:** I, the RENTER, understand and irrevocably agree that all references herein to me, my liabilities, duties, representations, warranties and claims, as RENTER, shall be deemed to also include all other persons who use the rented equipment during the term of this watercraft rental agreement. **IN OTHER WORDS, I AM FULLY RESPONSIBLE FOR EVERYTHING THAT HAPPENS TO ME, THE EQUIPMENT, THE FACILITIES AND ALL OTHER PERSONS IN THE AREA WITH ME DURING THE TERM OF THE RENTAL PERIOD.**
22. **ADDITIONAL TERMS OF EXHIBIT A:** I, the Renter, understand and acknowledge that the terms contained on Exhibit A, attached hereto, are incorporated by reference into this watercraft rental agreement. The parties hereto agree that they have read this document in its entirety, understand, and agree to all terms and conditions.