

Lakeshore Marina

Pontoon Rental Waiver and Release of Liability Agreement

7001 Cottonwood Rd., Celina, OH 45822

419-268-2280

Rental Date: _____ FULL DAY: _____ OVERNIGHT: _____

RENTER INFORMATION: Name: _____

Address: _____ City: _____ State: _____

Phones Number: _____ Zip: _____

Email Address: _____

_____ COPY OF DRIVERS LICENSE (attach to packet)

Credit Card Number: _____

EXP: _____ CVC: _____

Amount of Rental: _____

Deposit: _____

Balance: _____

Tube: _____

Gas: _____

Total Due: _____

A reservation deposit of \$100 per day is required at time of request. Deposit is forfeited if no contact or pick-up by 12 noon on the day of the rental.

CANCELLATION POLICY: Reservations cancelled within one week of reservation will lose deposit. If cancellation is due to inclement weather, we will allow you to keep deposit on file and book another day.

RENTAL RATE: FULL DAY RENTAL \$275.00 + tax OVERNIGHT RENTAL \$350.00 + tax (pontoon must be returned to the Marina by 10AM the following day.)

Pontoon gas tank will be FULL upon departure and then it is refueled at time of return. Rental customer is responsible for the amount used, that amount will be charged to credit card. If customer needs to refuel, please come back to the Marina and that fuel will be paid at the time of purchase.

Inspection of Equipment: Lakeshore Marina certifies that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter will inspect the Boat prior to use and leases the same without any representations by the Marina. If Equipment has damage or problems not listed on this agreement, Renter must notify the Marina before use of the boat.

Damage to Equipment: Renter acknowledges and understands that boat is to be left in clean, undamaged condition, in the same condition at start of rental period. If rental Equipment is not left in suitable condition, Renter acknowledges and understands that Lakeshore Marina reserves the right to charge Renter for any repairs or special cleaning. Additionally, Renter understands and agrees that the Marina reserves the right to charge for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter acknowledges, understands and agrees that by signing this Boat Rental Agreement, he/she is authorizing the Marina to charge Renter for any damages sustained. Such charges will be charged to the credit card on file for the rental.

Prohibited Activities: The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless how much time is remaining on the rental.
*operating the boat while under the influence of liquor, narcotics or any other drugs; *Operating the boat with more people on board than the boat is rated for.

Renter Warranties and Representations: Renter represents and warrants the following:

- That he/she acknowledges all laws governing operation of the boat and that he/she will comply with the laws and regulations at all times;
- That he/she is adequately familiar with the operation of the boat;
- That he/she will operate the boat in a safe manner at all times;
- That he/she understands the operation of the boat involves risks and that he/she assumes all liability associated with the operation of the boat.

Release and Waiver of Claims: Renter does hereby remise, release, and forever discharge Lakeshore Marina, Lakeshore Marina's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any or in any way arising out of the rental relationship between Renter and Lakeshore Marina.

Indemnification: Renter hereby expressly agrees to indemnify and hold harmless Lakeshore Marina, Lakeshore Marina's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the Boat.

Entire Agreement: This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in the Agreement and no others.

Please Note:

It is recommended that you view the power boat safety videos provided at rentalboatsafety.com

Ohio requires boaters who were born after January 1st, 1982 to have an Ohio Boater's License.

This can be attained via the following website :

<http://www.boatus.org/onlinecourse/Ohio.asp>

If you have reserved a boat and your birthdate falls into the time period where you must have a license you can either get your permanent license through the website above and provide a copy upon your arrival to rent with us OR, you can take a short test here bore you go boating that will serve as a temporary boater's license for the duration of your rental. Thank you for your cooperation.

Renter's Signature

Date

Lakeshore Marina Representative

Date

Number of People on Boat: _____

Lifejackets that need to be returned: Orange: _____

Ski: _____