



Boat Agreement

Renter First Name

Renter Last Name

Cell#

Address:

City

St

Zip

Date of Rental

Boat Name

Time Out

Time In

Terms and Conditions of this rental agreement:

In consideration of the covenants herein contained, On The Pontoon Boat Inc, the rental company, hereby leases to the undersigned lessee, the Renter (including any additional renters of the party hereto), upon the covenants, terms and conditions set forth on this agreement, the boat, hereinafter referred to as "said vessel"

- 1. The Renter agrees to return the said vessel to On The Pontoon Boat Inc. by the time shown in the "time in" space of the rental proposal. Overtime charges are billed at a rate of \$95 per half hour.
- 2. Navigation of power boats is confined to the inland and Intracoastal waterways only between Naples Bay and the Jolly Bridge, Marco Island.
- 3 The renters acknowledge the said vessel is the rightful property of On The Pontoon Boat Inc, Espen Schiefloe or its affiliates, and further acknowledges that he/she received said vessel in good and safe mechanical and seaworthy condition. The renter agrees to return said vessel together with all accessories and accountments to the rental company in the same condition as he/she received it.
- 4 Said Vessel is equipped with all USCG required safety equipment (life vests, buoyant cushion, anchor, fire extinguisher, flares and sound producing device.) loss or damage to any of the equipment could result in additional charges.
- 5 The renter agrees to pay On The Pontoon Boat Inc. the cost of replacing lost equipment, and the cost of repairing damages to, and caused by, said vessel including parts, labor, expenses, of transporting said vessel or other property to and from the point of repair, regular rental fee covering time said vessel is out of service as a result of damage, and any collection costs and/ or attorneys fees necessary to secure reimbursement.
- 6 It is agreed that neither On the Pontoon Boat Inc., or the property owner which the rental is located, or any of their respective owners, principals, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries (collectively, "Indemnitees") are not responsible for the death or injuries sustained by any person including the Renter or persons in their party, Driver, other

vessels or passengers arising out of or resulting from the use and operation of said vessel, and the Renter agrees to release, indemnify, and hold harmless the Indemnitees for any loss sustained by the indemnitees whether or not such death, injuries or property damage are caused by or resulting from the negligence of the indemnitees and/or the unseaworthiness of said vessel or the use of said vessel by the Renter. Such indemnification shall include the reasonable costs and fees (including attorneys fees) actually incurred by any of the indemnitees. To the extent required by Florida Statutes for the indemnification of the negligence of an indemnitee, such indemnification for such negligence shall be

- 7 The Renter agrees to pay On The Pontoon Boat Inc. on demand all time, service, minimum, and other charges applicable to the rental of said vessel at the rates or in the amounts specified herein.
- 8 The renter who signs to accept the terms of the Rental Agreement certifies that he/she is at least 22 years old.
- 9 The renter agrees that use of said vessel by a number of persons or gross weight greater than the number specified on the "maximum occupancy" label is prohibited.
- 10 The Renter agrees not to use the said vessel for water skiing, the pulling of tubes or other devices or towing of a vessel.
- 11 The renter agrees to operate the said vessel in a safe and legal manner as prescribed by all laws and regulations applicable to the area in which said vessel is operated.
- 12 The Renter agrees to pay all fines and or fees for tickets issued by the Marine Police for speeding and/or unsafe usage of said vessel as well as fees associated with the towing, salvage or rescue of said vessel by secondary parties due to negligence of the Renter or in the case of Acts of God, Renter agrees to pay 50% of the towing fees.
- 13 The Renter agrees to pay all fuel costs associated with operating the vessel. A fuel surcharge may be agreed to in lieu of the actual fuel bill.
- 14 All children under the age of 6 must be wearing a life jacket while onboard said vessel. This is Florida Law.
- 15 Renter agrees that he/she has read the entire agreement and waiver of liability below and understands all of the terms and conditions.

1 - Disclaimer

- This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by On The Pontoon Boat Inc. (For purposes of this Waiver and Release, the term Rental Company includes all principals, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of On The Pontoon Boat Inc.
- The property owner upon which the boats use or operate out of or during the use of the rental. If any other rental agreement is supplemented with this release, the provisions of the Release will prevail over any clauses in the rental agreements that are inconsistent with this release.
- The undersigned agrees that he/she is also signing this Release on behalf of undersigned minor children or any minor children under the undersigned's custody, care, and control. Renter agrees that he/she will disclose to Rental Company of all potential operators, passengers, or users of said equipment, he/she will be liable for any damages to the undisclosed individuals, even if such damage arising out of the negligence or fault of Rental Company.

2 - Acknowledgment of RISKS

The undersigned hereby acknowledges that some, but not all of the risks of participating in water sports activities include:

- 1) Changing water flow, tides, currents, wave action and ships wakes;
- 2. Collisions with any of the following: Other participants, the watercraft, other watercraft, the manmade or natural objects;
- 3) Collision, capsizing, sinking or other hazards which results in wetness, injury, exposure to the elements, hypothermia, drowning and or death.
- 4) Attack by or encounter with insects and marine life forms, including, but not limited to, sharks and or stingrays
- 5) Equipment failure or operator error
- 6) Loss of sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions;
- 7) Wind, inclement weather, lighting, variances and extremes of wind, weather, and temperatures;
- 8) Heat and Sun related injuries or illnesses, including sunburn, sunstroke, or dehydration.
- Further, the undersigned understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

3 - Express assumption of RISK

- The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk.
- The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment.
- The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or concussions; head, neck and or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and or death and any resultant expenses from any of the foregoing risks and assumes all risk of injury, illness, damage or loss that might result, regardless of the cause, even if the risks arising out of the negligence or fault of On The Pontoon Boat Inc. (Rental Company).

4 - Waiver/Release of Liability

- By the execution of this release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by rental company regardless of the cause.
- The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Rental Company shall not be liable for any loss or theft of personal property.
- The undersigned, specifically agrees that Rental Company shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE RENTAL COMPANY (On The Pontoon Boat Inc.), whether such negligence is present at the signing of this release or takes place in the future.

- This waiver and release does not apply to gross negligence or intentional torts by Rental Company. Such indemnification shall include the reasonable costs and fees (including attorneys fees) actually incurred by any of the Indemnitees. To the extent required by Florida Statutes for the indemnification of the negligence of an Indemnitee such indemnification for such negligence shall be limited to Two Million

5 - Liability to Third Parties

- The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damage or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care and control, as a result of any and all activities related to the rental, operation or use of equipment provided by Rental Company, even if such damages arise out of the negligence or fault or rental company.

6 - Acknowledgment of Waiver and Release

- The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with the said release and to seek counsel if desired.
- The undersigned states that he/she has carefully read the foregoing Waiver and release, knows the contents thereof, and has signed the Release as his/her own free act with no external forces or duress.
- The undersigned further states and affirms that he/she is of sound mind and desires to knowingly and voluntarily execute this Waiver and Release, and shall refrain from consuming any impairing beverages, medication or other substances (whether legal or not) or permitting others from doing the same while on Rental Company's property.
- The undersigned warrants that he/she is aware the he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate or use equipment from On The Pontoon Boat Inc. with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment.
- The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for rental company's negligence.

Operation of Rental Boat

- Renter will not allow other persons to operate the watercraft unless they have been confirmed by On The Pontoon Boat Inc. Renter will only operate the vessel inland water and inside the navigation channels as indicated by Green and Red navigation markers.
- It is understood that this Release contains the entire agreement between the parties; and that the terms of this agreement are contractual and not merely a recital.
- This Release may not be altered, amended or modified, except by a written document signed by both parties.
- Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors, and assigns.
- This Release shall be subject to and governed by the laws of the State of Florida. This Release has been carefully read and fully understood by the undersigned.
- The terms have been explained to me and I am freely, knowingly and voluntarily entering into this Release.
- Renter hereby authorizes Rental Company to charge renters credit card for all agreed to amounts prior and post rental.

- In the event of damages and or claims from rental company arising from Renters use, including any damages to boat or other property or other costs incurred from Renters use, Renter hereby authorizes Rental company to charge his/her credit card any and all amounts owed in accordance to his/her cardholders agreement with issuing provider.
- Should On The Pontoon Boat have to enforce or collect on unpaid amounts in accordance with this agreement, renter shall be liable for On The Pontoon Boat Inc. legal fees at the rate of \$500 per hour.
- Renter Acknowledges that the sending and receiving of emails, or invoices, Adobe Sign or similar, which contain this document, are to be construed as direct evidence that the Renter agrees to the terms of this agreement and all members of renters party, regardless of whether it has been signed in person, electronically or not signed or initialed by Renter or anyone in Renters party.
- The primary Renter has made clear the terms of the rental above to everyone in his/her party and they are a part of the Rental agreement here