

STANDARD BOAT RENTAL AGREEMENT

LESSOR: Clear Lake Adventure Rentals LLC 712 US Hwy 18 E, Clear Lake, IA 50428

(641) 357-3535

**L
E
S
S
E
E**

Name

Date

Address

City

State Zip Code

Email Address

Phone

Driver's License Number

Date of Birth (must be at least 21 years old)

Name of driver of boat other than Lessee (if applicable) LESSEE ASSUMES FULL RESPONSIBILITY FOR LISTED DRIVER AND IN THE EVENT THE LISTED DRIVER HAS NOT COMPLETED WAIVERS AND ACKNOWLEDGEMENTS, LESSEE CONFIRMS THAT THE DRIVER UNDERSTANDS ALL RENTAL RULES AND SAFETY REGULATIONS.

Boat Rented:

- Minnow (MAX CAPACITY OF 8 or 1,350 lbs)
- Walter G (MAX CAPACITY OF 10 or 1,515 lbs)
- Watersports Willy (MAX CAPACITY OF 11 or 1,527 lbs)
- The Dirty Dozen (MAX CAPACITY OF 12 or 1,724 lbs)
- Big Sally (MAX CAPACITY OF 16 or 1,940 lbs)

Duration of Rental:

- 2 Hours 6 Hours
- 3 Hours 7 Hours
- 4 Hours 8 Hours
- 5 Hours or

Start Time: _____ pm / am

End Time: _____ pm / am

READ BOTH SIDES OF THIS DOCUMENT BEFORE SIGNING THIS AGREEMENT

In consideration of the agreement herein, lessor does lease to the undersigned (hereafter referred to as the lessee) the vessel and equipment described herein. Lessee agrees said vessel will not be occupied by a greater number of persons or greater weight than is shown in this agreement. If a violation of the vessel's max capacity or intended use occurs, the lessee agrees to forfeiture of rental fees and possession of the vessel immediately.

In the event the vessel is not returned at the time specified herein, lessee agrees to pay for overtime at a rate of \$10 per minute, which lessee represents to have read and understood.

The lessee certifies that he/she has examined or will examine the vessel and equipment and finds it acceptable and suitable for the purpose for which it is leased. That he/she will operate the vessel in accordance with all safety rules and regulations as posted in this office or on the vessel, and further certifies that he/she has read and understands said rules and regulations.

Lessee agrees to report any accident, malfunction or breakdown of rental vessel to lessor immediately in accordance with paragraph six (6) on the reverse side.

This is to certify that I(we), the lessee(s) and any listed drivers am/are experienced and capable in all aspects of the handling and operation of a vessel such as the one I/we are renting.

I(we) have read both the front and the back of this agreement and fully understand the terms and conditions as set forth on both sides; that I(we) may request a copy of this agreement

Signature of Principal Lessee (Who is at Least 21 Years Old)

Date

THE LEASE ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

I (WE), the LESSEE(S) further agree (continued from the other side of this Agreement):

1. The LESSEE acknowledges he/she has carefully examined (or will carefully examine) the vessel and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both vessel and equipment in a safe, dependable condition while in his/her custody.
2. A deposit may be retained or a fee charged (using the credit card on file or other methods) by the LESSOR as partial compensation for failing to return said rental vessel in as good condition (ordinary wear and tear excluded) as when received; for replacement of articles damaged, missing or broken equipment; costs to salvage or collect the vessel and its contents, loss of ability to lease and loss of revenue including attorney fees in a suit to collect any of these items. This fee may be applied to the rental charges upon return of the vessel by LESSEE. The foregoing shall not limit LESSOR'S ability to seek further damages by law or equity.
3. LESSEE agrees not to use, nor permit:
 - a. The use of the rental vessel for any unlawful purpose including towing of other vessels
 - b. Jumping or diving from the vessel
 - c. The use of the rental vessel in shallow water or rocky areas
 - d. The use of the rental vessel within 100 yards from docks and shorelines while underway
 - e. The use of the rental vessel above the maximum weight or maximum capacity for the vessel
 - f. The use of the rental vessel in a careless or negligent manner
 - g. The use of the rental vessel while under the influence of liquor and/or narcotics
 - h. The use or operation of the rental vessel by any other person not the signatory of this Agreement, or not equally qualified and identified on the front page of this agreement
4. LESSEE acknowledges his/her responsibility to ensure the safe and proper operation of the vessel; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental vessel. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting from the use, operation or possession of said rental vessel. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in, or on, the rental vessel, including loss or damage caused by fire, water, theft or any other cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR and its employees or volunteers, harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this Agreement by LESSOR, including expenses 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 that Venue of any action hereunder shall be in the county and state of LESSOR. This Agreement shall be governed by the laws of the state of LESSOR.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental vessel that LESSEE will immediately report same to LESSOR. Continued use of the rental vessel shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by the continued use of the rental vessel.
7. LESSOR'S ability to provide a rental-vessel, if reserved, is contingent upon and subject to the return of the rental vessel by the previous lessee, or any other non-foreseeable issue, including weather, beyond LESSOR'S control.
8. LESSOR reserves the right to cancel this Agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.
9. The rules and regulations contained herein and as posted in the office, on the vessel, and/or the grounds by the LESSOR are for the safety and welfare of all who use the vessel and its contents. The LESSEE certifies that he/she has read (or will read) and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
10. Should any term or condition of this Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AS WELL AS THE "PONTOON BOAT RENTAL ACKNOWLEDGMENT" CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE AND SAFETY INFORMATION POSTED IN LESSOR'S OFFICE AND ON VESSEL. FURTHERMORE, LESSEE UNDERSTANDS THAT THIS AGREEMENT IS APPLICABLE TO ALL RENTERS, OPERATORS, PASSENGERS AND USERS OF THE VESSEL PROVIDED.