

PONTOON BOAT RENTAL CONTRACT

RENTAL INFORMATION

Boat Rented:		Lake:	
Rental Start Date:		Rental End Date:	
Deliver Time (Estimate):		Pickup Time (Estimate):	
Location of Meeting:			
Other Information:			

CONTACT INFORMATION - LESSEE

Name:		Today's Date:	
Street:			
City:		State:	
Zip Code:		Cell Phone:	
Address of Boat during Rental:			

INVOICE | CREDIT CARD INFORMATION

VERIFIED ON FILE [____]

Name on CC		Card Type			Subtotal	
C.Card #		Code			Tax	
Exp. Date					Total	

PONTOON BOAT RENTAL RELEASE LIABILITY WAIVER

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE BOAT OWNER FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY BOAT OWNER AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT EVEN FOR CLAIMS THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF OWNER.

DEFINITIONS | For the purpose of this Agreement the following definitions shall apply unless otherwise clearly indicated.

1. **Owner/ Lessor:** Nordic Sea Sharks, LLC
2. **Lessee/ Operator:** Shall mean the individual(s) named as Lessee on the front page of this Agreement. Lessee agrees not to permit any other person to use this Watercraft unless identified in this contract.
3. **Watercraft/ Boat:** Shall mean any boat, runabout, cruiser or pontoon boat.

NORDIC SEA SHARKS, LLC agrees to lease a **Watercraft** to the Lessee, upon the condition that Lessee agrees to all terms and conditions set forth below, including the release of claims. This Agreement is applicable to all lessors, operators, passengers, and users of the Boat. The term "Owner" includes all of the Owner's employees, agents, representatives, and insurers.

I. WAIVER/RELEASE OF LIABILITY

By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages 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 the Boat. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that the Owner shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY the Owner**, 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 Owner.

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the Boat 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 Boat, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence or fault of Owner.

III. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, 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 the Boat, even if such damages arise out of the negligence or fault of Owner.

ADDITIONAL TERMS & CONDITIONS

I. OPERATORS - ACCEPTABLE USE

Lessee agrees and acknowledges that he/she will be the primary operator of the Boat. Any other operators in the party must be 18 with a valid driver's license and be under the supervision of the primary operator.

The operator will use the Boat in a careful, safe and conscientious manner. Lessee shall at all times observe and adhere to any rules and guidelines posted by Owner, and any applicable laws or regulations of the state of Minnesota. Lessee shall be responsible at all times for the safety of any and all passengers in and around the boat.

II. RESTRICTIONS

Lessee shall not violate any of the following rules and regulations during his/her operation of the Boat.

- There is no smoking permitted in the Boat.
- Pets are not permitted on the Boat unless it is a certified service dog.
- Grills or any cooking, kegs, or portable gas cans are not permitted on the Boat. Drinks should be in spill proof not glass containers.
- Fish cleaning is not allowed on the Boat.
- Alcohol is permitted on the boat in moderation. Minnesota law allows for people to have an open beer on a boat. Boat operators can drink as long as they are not over or near the legal limit of .08%. Please keep in mind, if a boat operator is driving carelessly or recklessly and is over .04, they can be charged with drunken driving. Boating While Intoxicated (BWI) carries similar penalties and fines as a Driving While Intoxicated (DWI) conviction. The Lessor highly recommends that you always plan to have a sober driver on the water just as you would on land. The Minnesota DNR patrols lakes in central and northern Minnesota.
- All Boat passengers should be seated within the Boat gates when the motor is on and when the boat is in motion.
- Absolutely no standing on or jumping off of the furniture.

III. LIFE JACKET REQUIREMENTS

US Coast guard approved life vests are provided and located on the Boat. Minnesota Law requires children under 10 have life vests on when the motor is started and the Boat is underway. Children under 10 are highly encouraged to bring their own life vests to ensure correct sizing and fit. While Minnesota law does not require individuals over 10 to wear a life jacket when the boat is operated, we recommend that everyone wear a life vest when on the water.

IV. UNSAFE USE

If at any time Owner determines that Lessee has engaged in an unsafe or hazardous use of the Boat, Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Lessee will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

V. DAMAGE/ LOSS/ REPLACEMENT EXPENSES

Please be aware that you are responsible for your rental. Damage or loss of items from the rental will be replaced at the renter's expense. Severe damage not found on the inventory list will be assessed and charged to the renter on an individual basis. Labor fees are not included in the prices and will also be assessed and charged individually.

Any and all damages suffered to the Boat during the time of the rental are the Lessee's responsibility. The Lessee agrees that he/she is fully responsible for the costs incurred to restore the Boat to the condition it was in at the time the rental began. The Owner will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental). The credit card listed will be charged any damage fees assessed.

IMPORTANT: IF DAMAGE TO RENTED WATERCRAFT IS COVERED BY THE LESSEES' INSURANCE, PAYMENT BY THE INSURANCE COMPANY WITHIN TIME LIMITS PRESCRIBED BY LAW IS ACCEPTABLE; PROVIDED LESSEES PAY ANY APPLICABLE DEDUCTIBLE.

VI. CONDITION OF THE BOAT UPON RETURN

The Lessee shall return the Boat to Owner on or before the termination date and at the specified location clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, and accessories, ordinary wear and tear excepted. If the boat requires excessive cleaning, the Lessee agrees to pay an additional cleaning fee.

I HEREBY WARRANT, AND ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, ACKNOWLEDGEMENT AND WAIVER, AND THAT I HAVE VOLUNTARILY RENTED SAID WATERCRAFT KNOWING THAT I WILL BE PERSONALLY LIABLE PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WAIVER SIGNATURE

Lessee/ Operator:		Today's Date:	
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NORDIC SEA SHARK CHECK-OUT ACKNOWLEDGEMENT

As the owner/operator/manager of the rental company above, I acknowledge that our check-out and training process for the lessor will include, but is not limited to the following items:

PRE-RENTAL WATERCRAFT SAFETY EQUIPMENT CHECK

Prior to rental, the lessee was shown the location of safety equipment and instructed on how to properly use it.

- ☐ Life Jackets/ Vests - Enough for all passengers and in good working condition.
- ☐ Fire Extinguisher - location
- ☐ Safety horn - location, boat horn operational
- ☐ Owner and emergency contact information
- ☐ Onboard copy of the Minnesota Boater's guide onboard
- ☐ Onboard checklist for safe operation of the watercraft

PRE-RENTAL BOAT INSPECTION CHECKLIST

Prior to rental, the LESSEE and LESSOR will inspect the following:

- ☐ Full tank of fuel, additional fuel is the responsibility of Lessee. Non-oxygenated fuel must be used and proper fueling procedures should be followed.
- ☐ All lights are working properly
- ☐ Check to see that you have a fully charged battery
- ☐ Visual inspection of boat and motor for damage or issues
- ☐ Pontoon gates and swim ladder are fully operational
- ☐ Steering wheel, tilt/ trim and throttle controls are operating property
- ☐ Depthfinder is operational

OPERATION INSTRUCTIONS & TUTORIAL PROVIDED

Prior to rental, the LESSEE was given the following:

- ☐ Lessee was given instructions and training on operating the watercraft
- ☐ Lessee was given proper docking instructions
- ☐ Lessee was given instructions on proper dock/ boat tie up & proper bunker placement

Initials of Lessee/Operator: _____

GENERAL BOATING

- ☐ The vessel must be operated at speeds that are safe for the location and conditions. No weaving through vessels that are underway, stopped, moored, or at anchor and avoid swimming areas. Scan the area constantly, operate defensively, and avoid aggressive maneuvers.
- ☐ To keep a safe distance away from people, objects, and other vessels. As speed increases, greater distance is needed.
- ☐ Individuals are never to enter the water unless the vessel motor is turned off, the keys are removed, the propeller has stopped spinning, and a life jacket is worn.
- ☐ Before starting the motor, always do a headcount to make sure all passengers are onboard and visually inspect the area around the boat and motor.
- ☐ While the vessel is in motion, passengers must remain seated and away from the front (bow), sides (gunwales), rear (stern/transom), and swim platform.
- ☐ The engine shut off cord (lanyard) must be attached to the operator's wrist or PFD at all times.
- ☐ Proper procedures to start and stop the engine.
- ☐ Inform passengers of carbon monoxide (CO₂), which is a colorless and odorless gas created by the vessel's motor and generator, and educate on CO₂ awareness zone extending 30 feet around the vessel.
- ☐ If refueling is allowed, instruct on proper refueling procedures.
- ☐ To signal danger or need for assistance, sound five short blasts of the horn or whistle.
- ☐ Most vessels do not have brakes; stopping the engine will not stop the vessel. Stopping quickly will likely be difficult (or impossible) if the vessel is traveling too fast.
- ☐ If anchoring the vessel, do so in a location where others may easily see the vessel. Anchoring should always be done from the bow (front).

NAVIGATION RULES

- ☐ When crossing the path of another vessel, always yield to the vessel on your right (starboard).
- ☐ It is the responsibility of the operator to slow down, steer away, or stop to avoid any & all possible collisions.
- ☐ If meeting another vessel head on, the operator should steer to the right.
- ☐ When overtaking another vessel, it should be done to the left (port side).
- ☐ If renting a powerboat, they must give way/yield to all sailboats.

PONTOON SPECIFIC RULES

- ☐ Keep all hands and fingers free from gates and hinges when exiting the vessel.
- ☐ While the motor is running, all gates must be closed & all participants must be seated inside the gated area.
- ☐ Towing of other boats is not permitted.

TUBING RULES

Tubing is allowed however it is done at your own risk. No tubing equipment is provided. Tubing is only allowed on watercraft installed with tow bars. All participants will be required to following the following rules:

- ☐ People being towed should be kept a safe distance from the vessel.
- ☐ A spotter must be used while towing people behind the vessel
- ☐ Tow lines should be outside the vessel and clear of the prop so that when towing begins, the tow line cannot catch any participant in the vessel. When towing activities have ceased, tow lines are to be properly stowed aboard the vessel before starting the engine.

INFORMATIONAL STATEMENT - THE RENTAL FACILITY WILL:

Require the Lessee to sign all rental forms, including: rental agreement, rental release, and participant check out form. There are to be no additional participants, passengers, or riders on the vessel after check-out.

Not rent or allow operation of the vessel by anyone who is intoxicated or exhibiting signs of impairment.

Provide contact information for on-the-water assistance.

THE FOLLOWING MUST BE COMPLETED PRIOR TO RENTAL

1. Signed Boat Rental Contract	4. Training & Instruction
2. Signed Rental Release Liability Waiver	- Specific Boat Safe Operation
3. Participation Check-Out Acknowledgement	- Docking Procedures
	- Proper Dock Bumper Placement & Ties

I AGREE AND UNDERSTAND

I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the rented boat. There are to be no additional passengers other than your party after the checkout procedure is completed. Operation of the boat is not allowed by anyone that is inebriated or is under the influence of illegal drugs. No boat operation from dusk to dawn unless pre-authorized by the rental company. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat. I have also been provided emergency contact information.

BOAT RENTAL CONTRACT SIGNATURE

Lessee/ Operator:		Today's Date:	
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