

# PONTOON RENTAL AGREEMENT

## Anchor Haven, LLC Pontoon and Boat Rental Contract

**THIS WATERCRAFT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and Anchor Haven, LLC**

### RENTER Information:

This Rental Agreement is entered on the \_\_\_\_\_ day of 2024 by and between Anchor Haven, LLC and Full Name: \_\_\_\_\_ hereinafter referred to as RENTER.

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Cellular Phone ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

### Credit Card (to be kept on file)

Name on card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code on card (CCV): \_\_\_\_\_ Billing address zip: \_\_\_\_\_

### WATERCRAFT TO BE RENTED: (check all that apply)

- 2000 Bennington Pontoon / 40 HP Honda
- 2001 Sweetwater Pontoon / 25 HP Yamaha
- 2022 Landau Pontoon/ 50HP Suzuki
- 1998 Balm Beach/ 50HP
- 2024 Montego Bay/50HP

RENTAL DATE(S). \_\_\_\_\_

OTHER OPERATOR(S) AUTHORIZED BY RENTER:

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

RENTERS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

By signing, the RENTER understands that the terms contained in this rental contract attached here too, 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.

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(OVER)

# RENTAL AGREEMENT

## Exhibit A

1. CREDIT CARD ON FILE: RENTER agrees to provide ANCHOR RENTALS 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 ANCHOR RENTALS to charge RENTER's credit card on file for all the foregoing charges.
2. CANCELLATION/NO SHOW POLICY: RENTER understands that when [the watercraft is reserved it is no longer available for other customers and therefore ANCHOR RENTALS cannot commit the watercraft another customer during the reserved dates/times. Consequently, if the RENTER cancels, they will be responsible and charged for the full amount of the pontoon rate.
3. PAYMENT: Payments will be accepted via cash, credit card, or personal check.
4. WATERCRAFT OUT OF COMMISSION DUE TO DAMAGE: RENTER acknowledges and understands that in the event of extensive damage to the watercraft during RENTER rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay ANCHOR RENTALS 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 issued.
5. FUEL: RENTER acknowledges that the pontoon will come to them full of gas, RENTER is responsible to refill the tank once the rental is over. If the RENTER does not refuel the pontoon, the RENTER will be charged a \$100 fee and the amount of gas it took to refill the tank.
6. INSPECTION OF EQUIPMENT: ANCHOR RENTALS 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 ANCHOR RENTALS. If equipment has damage or problems that weren't communicated, the RENTER must notify ANCHOR RENTALS before use of the watercraft begins and on the first day of rental. Before operating pontoon, RENTER is responsible for reviewing and signing PONTOON RENTAL CHECK LIST with ANCHOR RENTALS at the time of check-on.
7. DAMAGES TO EQUIPMENT: RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at commencement or the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that ANCHOR RENTALS may charge RENTER for any repairs, replacement, or special cleaning of any damaged, lost, or personal property. RENTER acknowledges and understands and agrees That by signing this Watercraft Rental Agreement Contract he/she is authorizing ANCHOR RENTALS to 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 or 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 ANCHOR RENTALS cannot guarantee against mechanical failures of the rental equipment. RENTER shall immediately notify ANCHOR RENTALS of defective or non-working equipment. ANCHOR RENTALS will make all 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 ANCHOR RENTALS. 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 to RENTER'S oversight, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S credit card on file, RENTER be given approval by an ANCHOR RENTALS's representative to allow any mechanical adjustments to be made to the watercraft.
13. LOSS OF RENTER(S) PROPERTY: It is expressly agreed that ANCHOR RENTALS shall not be liable for the loss or damage to any property of stored by RENTER or any other person in or upon said equipment after return to ANCHOR RENTALS. RENTER agrees to hold ANCHOR RENTALS 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 life jackets, 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: 1. the RENTER, understand that the sports of boating, water skiing, wake surfing, wakeboarding, FISHING, riding water toys or any water sport are HAZARDOUS ACTIVITIES and prohibited on all pontoon rentals. 1. 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 the use of the equipment rented or provided by you the renter. ANCHOR RENTALS strictly forbids use or 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, RENTER or to another person who was operating the watercraft during the rental period and until the equipment is returned to the control of ANCHOR RENTALS via the agreed-upon check in procedure. the RENTER, 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: the RENTER hereby releases and holds harmless from any legal liability, ANCHOR RENTALS and its owners and agents from any and all liability for damage and injury or death to myself and or any person or properly 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 himself, RENTER, and I hereby accept 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 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 ANCHOR RENTALS 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 the RENTER, indemnify and hold ANCHOR RENTALS 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: ANCHOR RENTALS or its agents reserves the right to: (a) authorize the use of equipment; and (b) revoke the use equipment. Decisions on the part of ANCHOR RENTALS 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 ANCHOR RENTALS incurred by any 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 \$30 per hour and I will be responsible for such costs.
20. DOCKS/ BUOYS: the RENTER, understand that if any damage, or break any dock or structure, I will be responsible for all repairs.
- 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 or this watercraft rental agreement, IN OTHER WORDS, I AM FULLY RESPONSIBLE FOR EVERYTHING THAT HAPPENS TO ME, EQUIPMENT, THE FACILITIES AND ALL OTHER PERSONS IN THE AREA WITH ME DURING THE TERM OF THE RENTAL PERIOD.