

Pontoons On The Move LLC
P.O. Box 314
Pewaukee, WI 53072
Phone (2620 370-7377
Pontoonsoonthemove@gmail.com

Pontoon Rental Agreement and Release Form

Renter's Name: _____ Renter's Phone: _____

Renter's Address: _____

Renter's Birth Date: _____ Renter's Email: _____

Renter's Drivers License #: _____

Pontoons On The Move LLC agrees to rent the following watercraft to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Watercraft Type: _____ Boat ID #: _____

Boat shall be rented for the time period specified as follows:

Full Day 8hr/Week/Month/Season: _____ Date(s): _____

Time to be Delivered: _____ Time to be Picked Up: _____

Security Deposit: _____ Damage Deposit: _____

Fuel for boat shall be billed at market rate plus \$1.00 per gallon. Boat will be given to renter with a full tank of fuel renter will be billed accordingly if not returned full.

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE PONTOONS ON THE MOVE LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS; AND TO INDEMNIFY PONTOONS ON THE MOVE LLC AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE PWC. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release and forever discharge Pontoons On The Move LLC (hereafter known as "Company"), Company'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 matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the watercraft; or in any way arising out of the rental relationship between Renter and Company.

Indemnification

For good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Pontoons On The Move LLC, Company'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 PWC.

Use of Watercraft

The intention of Pontoons On The Move LLC is to provide an enjoyable means of outdoor recreation. The watercraft may not be used for sub-leasing, racing or any illegal purposes. Each machine must be operated by an adult and in a safe and competent manner. Drivers and passengers of the rented watercraft will be solely responsible for any individual fines and penalties due to violations of the law. Any and all charges related to the impoundment or retrieval of the watercraft will be charged to the Renter, along with any lost rental time.

Terms and Conditions

1. **Assumption of Risk.** Renter acknowledges that the activities for which the watercraft is designed include inherent dangers, including the risk of bodily injury and/or death; if watercraft is not used as intended. Renter assumes and accepts all risks associated with the use of the watercraft.

Renters Initials _____

2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operators of the watercraft, and will use the watercraft in a careful, safe, and conscientious manner. Renter shall at times observe and adhere to any rules and guidelines of Pontoons On The Move LLC, and any applicable local, state and federal laws.
3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the watercraft:
 - All passengers under the age of 18 must be accompanied by an adult. [Passenger/Minor Release form.](#)
 - There are **no alcoholic beverages** permitted to be consumed by the operator of the watercraft
 - There are **no fireworks** permitted on watercraft
 - There are **no grills** permitted on the watercraft
4. **Age.** Renter is at least 18 years of age. No one under the age of 18 is permitted to operate the watercraft.
5. **Unsafe Use.** If at any time Pontoons On The Move LLC determines the Renter has engaged in an unsafe or hazard use of the watercraft, Pontoons On The Move LLC may immediately terminate the rental. Upon notification of the termination, Renter must return the watercraft to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Pontoons On The Move LLC shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”
6. **Conditions of Watercraft upon Return.** The Renter shall return the watercraft to the designated docking area clean, free of garbage, and debris, and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the watercraft during the rental period. Pontoons On The Move LLC shall retain any portion (or all) of the Renter’s damage deposit as necessary to cover repairs for such damages. To the extent that damages to the watercraft exceed the amount of the damage deposit, Renter shall be billed by Pontoons On The Move LLC for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees; if collection services are needed due to non-payment.
7. **Damage Deposit.** Should any damages exceed the \$400.00 damage deposit, Pontoons On The Move LLC will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the damage and stops when the watercraft is once again available for rental). The itemized repair bill, including lost rental time, must be paid in full upon presentation of bill to Renter. The damage deposit shall not bear interest. **Renter shall be responsible for damages at and beyond the \$400.00 damage.**
8. **Late Return.** If Renter returns the watercraft to the designated docking area more than 15 minutes after the scheduled “Time In,” Renter shall be charged \$40.00 per 15-minute increments.
9. **Caution:** The equipment can give a rough ride. Persons with back problems, seizure disorders, or any medical conditions relating to same are encouraged not to rent. I acknowledge that I am not using any medication at this time – either prescription or nonprescription; that would impair my ability to operate the watercraft. I further acknowledge that I have been given full and proper instruction in operating the said watercraft in a safe manner.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Renters Signature: _____ Date: _____

Print Renters Name: _____