

Pontoon Boat Rental Agreement

148 Deerwood Drive, Lake Lure, NC 28746

Renter Information:

Name: _____
Phone: _____
E-mail: _____
Driver's License State & No.: _____

Dates of rental:

Start: _____ (date) at _____ (time)
End: _____ (date) at _____ (time)

Agreement:

This boat rental agreement (the "Agreement") is made by and between Katherine Miller Fosnaugh (hereinafter referred to as "Boat Owner"), and _____ (hereinafter referred to as "Renter") on the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree to as follows:

1. Boat. Boat owner agrees to rent 2021 Apex Marine 822 Splash Pad with NC license #NC-0322 EW (hereinafter referred to as "Boat") to Renter.
2. Condition. Boat Owner certifies that the boat and motor are in good working condition. Renter will inspect the Boat prior to use and leases the same without any representations by Boat Owner. If Equipment has damage or problems not listed on this agreement, Renter must notify the Boat Owner in writing before use of the boat begins and on the first day of rental.
3. Damage to Equipment. The renter shall return the boat to Owner on or before the end date to the dock at 148 Deerwood Drive, Lake Lure, NC 28746 in the same condition the boat was rented, including but not limited to being clean and free of garbage and debris, including all parts and accessories, free of physical defects such as dents, scratches, and stains, and with a full tank of marine-grade fuel. In the event that boat is returned with less than a full tank of gas, Renter agrees to pay for marine gas at current rates plus a service fee of \$50 (fifty dollars).
4. Deposit. A deposit of \$500.00 (five hundred dollars) will be collected from Renter and held in Owner's escrow account prior to start date of rental. The deposit will be applied to the cost to repair any and all damages suffered to the Boat during the rental period. If the costs of the repairs exceed the deposit, Renter agrees he/she is fully responsible for the remainder of the

costs incurred to restore the Boat to the condition it was in at the beginning of the rental period. Should any damages exceed the deposit, Owner will provide Renter with an itemized repair bill, including but not limited to lost rental time and reasonable legal fees.

5. Town of Lake Lure Boater's course: Renter acknowledges the following:
 - A. Anyone operating a motorized vessel on Lake Lure is required by law to take and pass a boater's test. Boater's test can be found online at <https://www.townoflakelure.com/boater-safety-test>. Link to boater's test and instructions will also be emailed to renter in advance of stay.
 - B. Renter may be asked by local watercraft/police officials to show proof of passed exam. It is advised that renter take photos of passed exam on their phone and/or print passed exam certificate to provide to local agents. Agent of owner will ask to see proof of passed exam when renter receives pontoon boat at check in.
6. Additional Terms and Conditions: Renter agrees to the following rules, in entirety:
 - A. Operation hours. Boat is not allowed to be operated from dusk (on set of dark) to dawn. During these hours, boat must be properly secured and docked at 148 Deerwood Drive, Lake Lure, NC 28746.
 - B. Gas. Boat gas tank is to be filled with marine grade fuel, obtained from Lake Lure/ Washburn Marina, located at 2930 Memorial Highway, Lake Lure, NC 28746. Gas obtained from private tank, roadside gas station, and/or similar is not suitable for the boat engine. Renter will be liable for any and all damages associated with improper fueling.
 - C. Occupancy. Maximum occupancy of boat is 11 people or 1500 lbs.
 - D. Smoking. Smoking of any kind is strictly prohibited on the boat. Smoking includes, but is not limited to cigarettes, cigars, vape pens, e-cigarettes, and marijuana of any form.
 - E. Alcohol or other intoxicating substances. Renter is prohibited from operating the boat while under the influence of alcohol or drugs.
 - F. Minimum Age. The minimum age to operate the boat is 27 years of age.
 - G. Unsafe use. If at any time Owner determines renter has engaged in unsafe or hazardous use of the Boat, Owner may immediately terminate the rental portion of this Agreement. If the rental has been terminated for unsafe or hazardous use, all rental fees will be forfeited. Owner shall determine, in its sole discretion whether any behavior is "unsafe or hazardous."
 - H. Life jackets. Every child 13 (thirteen) years or younger must wear a coast guard approved life jacket at all times while on the Boat. All persons on board (regardless of age) must have a coast guard approved life jacket available to them on the boat.

- I. Towing. Towing of any kind is strictly prohibited. This includes, but is not limited to pulling skiers of any kind.
 - J. Flammable products. Flammable products including, but not limited to grills, smokers, fireworks, and sparklers are prohibited on the boat.
 - K. Running boat aground. "Beaching" or running boat ashore to park is strictly prohibited.
7. Compliance with Laws. Renter agrees to comply with any and all federal, state, county, and municipal laws, rules, and regulations covering the use and operation of Watercraft.
 8. Waiver and Release of Liability. The Renter agrees Owner shall not be liable for any damages arising from personal injuries sustained by the Renter or each person or guest taken aboard, including, but not limited to minor children under the undersigned's custody, care, or control, as a result of any and all activities related to the rental, operation, and use of the Boat. The Renter assumes full responsibility for any injuries, damages, or death which may occur, and further agrees that Owner shall not be liable for theft or loss of personal property. The Renter specifically agrees that Owner shall not be responsible for such injuries, damages, loss or theft, even in the event of negligence or fault by owner or owner's agent. The waiver and release does not apply to gross negligence or intentional tort by Owner.
 9. Express Assumption of Risk. The Renter hereby agrees that he/she is renting, operating, and using the boat at his/her own risk. The Renter agrees that he/she is voluntarily participating in all activities related to the rental, operation, and use of the Boat, and assumes all risk of injury, illness, damage, death, or loss that might result.
 10. Liability to Third Parties. The Renter 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 Renter's custody, care, and control, as a result of any and all activities related to the rental, operation, and/or use of the Boat.

EXECUTION:

I (We) have read all of the agreement and full understand the terms and conditions as set forth in agreement. I (we) understand we will be provided a copy of this agreement (if desired).

Renter: _____ Signature Date: _____

Owner: _____ Signature Date: _____

Katherine Miller Fosnaugh