

Polson Boat Rentals, LLC

50472 US Highway 93, Polson MT 59860

406-529-9334

406-546-3778

Power Boat Rental Contract

Rental Date _____

Full _____ 1/2 _____ Week _____

Boat _____ Time of rental _____

Name: _____ Date of booking: _____ / _____ / _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone or Cell Phone: _____ E-Mail _____

Drivers License #: _____ State: _____ DOB: _____

****ALL RENTERS AND ANYONE OPERATING THE BOAT MUST BE AT LEAST 21 YEARS OF AGE AND PROVIDE PROOF OF AGE****

Credit Card Number: _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Exact Name on Credit Card: _____ Exp. Date _____ CVV2 _____

Billing Address if different the above _____

Cancellation Policy: Reservations cancelled inside 14 days will forfeit deposit unless boats can be re-rented.

Deposit: Reservations require a deposit of 50% per Day or per Weekly

_____ Cancellation Policy Explained to Customer

_____ Deposit Explained to Customer

_____ \$500 Authorization entered in computer by _____ on _____

_____ On calendar

_____ # Of People

Date Rented: _____

Rental Fee: _____ Plus Fuel & Tax

Polson Boat Rentals, LLC reserves the right to limit partial day rentals

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Polson Boat Rentals, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the boat and equipment described herein. In the event the boat is not returned at time specified herein. **Said LESSEE agrees to pay for OVERTIME at rate of \$50 per every hour late and forfeits their full deposit after 1 hour.**

Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE BOAT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE BOAT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE BOAT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL BOAT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE **MALFUNCTION/BREAKDOWN** CLAUSE WHICH FOLLOWS.

Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. LESSEE agrees said boat will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from Flathead County and will operate that said boat within limits of Flathead Lake from Polson Boat Rentals, LLC and I (We) have familiarized myself/ourselves with a chart of the area. NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

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I authorize and allow Polson Boat Rentals, LLC to charge my credit card for any damages to or loss of boat and equipment at replacement costs. Boat rental price does not include refueling, or tax. Boat must be refueled and the tank FULL when the boat is turned in.

Initial: _____

The LESSEE acknowledges he/she has carefully examined the boat and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe, dependable condition while in he/she has custody.

Initial: _____

A major credit card authorization (VISA, MasterCard, Discover, or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of boat by LESSEE.

Initial: _____

LESSEE agrees not to use, nor permit the use:

- of the rental boat for any unlawful purpose;
- of the rental boat in a careless or negligent manner;
- of the rental boat while under the influence of liquor or narcotics; or any other drugs;
- by any other person not the signatory of the agreement, not at least 21 years of age, or not equally qualified; and
- of the rental boat after dark.

Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental boat. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental boat. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial: _____

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report it to LESSOR by telephone at 406-529-9334 Or 406-546-3778 and at the marina office. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial: _____

LESSOR'S ability to provide a rental boat if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

Initial: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial: _____

The rules and regulations contained herein and as posted in the office, on the boat and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial: _____

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

Initial: _____

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: Polson Boat Rentals, LLC, by: _____ DATE: _____

LESSEE: _____ DATE: _____

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WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Polson Boat Rentals, LLC *(For purposes of this Waiver and Release, the term “Polson Boat Rentals, LLC” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Polson Boat Rentals.). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned’s minor children. Renter agrees that he/she will disclose to Polson Boat Rentals, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in an event that he/she fails to notify Polson Boat Rentals, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Polson Boat Rentals, LLC.**

Initial: _____

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with any of the following: other participants, the boat’s, other boats, and man-made or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initial: _____

III. EXPRESS ASSUMPTION OF RISK- The undersign hereby agrees that he/she is renting, operating or using the equipment provided by Polson Boat Rentals, LLC 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 rental equipment, The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/ or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, **even if the risks arise out of the negligence or fault of Polson Boat Rentals, LLC.**

Initial: _____

IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Polson Boat Rentals, LLC from any and all liability of any nature for any and all injury or damage 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 equipment provided by Polson Boat Rentals, LLC. regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Polson Boat Rentals, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **of Polson Boat Rentals, LLC shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Polson Boat Rental, LLC**, 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 Polson Boat Rentals, LLC

Initial: _____

V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Polson Boat Rentals, LLC 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 boat’s 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 equipment provided by Polson Boat Rentals, LLC, **even if such damages arise out of the negligence or fault of Polson Boat Rental, LLC.**

Initial: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Polson Boat Rentals, LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/ she may have to bring a legal action to assert a claim against Polson Boat Rental, LLC for Polson Boat Rental, LLC’s negligence.**

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RENTER _____ DATE _____

Additional Operators or Passengers

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

11) _____

12) _____

13) _____

14) _____

15) _____