## **Clear Sky Pontoon Rentals**



# Pontoon Boat Rental Agreement

This Agreement for Pontoon Boat Rental is between:

Boat Owner Information:	Clear Sky Pontoon Rentals 312 Kill Devil Hill
	Unit G
	Six Mile , SC 29682
	Phone 864-414-4489 (Keeter McCullough, reservations)
	Email : <a href="mailto:clearskypontoon@gmail.com">clearskypontoon@gmail.com</a>
<b>Boat Renter Information:</b>	Name :

Address:	

Phone # :	 	

Email:			

DEPOSIT : A refundable security deposit amount will be **<u>\$ 100.00</u>** to cover any incidental damage or lost items. Your deposit will be refunded within 3-5 business days if the boat is returned in the same condition.

CONTRACT: The contract is to be signed, scanned and emailed to us at: <u>clearskypontoon@gmail.com</u> In addition, please provide a copy with your deposit.

#### SEASONAL RATES:

#### Off Season - October 1 to May 21

Daily Rate: \$400.00 per day plus fuel / 10am to 5pm

#### Active Season - May 22 to September 30th

Daily Rate: \$ 500.00 per day plus fuel / 10am to 5pm Weekly Rate: \$ 2,450.00 per 7-day period plus fuel (24 hours/ Overnight from 8am to 8am available)

### ADDITIONAL FEES:

Pet Fee: \$50.00 per pet Cooler Rental: Pricing based on cooler size (ask for further details)

#### CANCELLATION POLICY:

Cancellations must be made 48 hours in advance or will be subject to a \$ 50.00 cancellation fee.

#### LATE RETURN FEE:

For every 15 minutes late returning the boat to the agreed upon site, the renter is charged \$25.00.

Rental Period Start Date :

Rental Period End Date :

Total Day(s) :

Number of People :

Number of Pets (\$50.00/pet) :

Number of Coolers (rate per size) :

Total Rental Amount (due prior to launch) : \$

Payment can be made by Credit Card or Check (7 business days in advance for check ) We accept VISA, Master Card and American Express through Square Pay.

- \* The owner assures that the boat was inspected thoroughly and the motor is in great condition.
- \* It is the responsibility of the renter to inspect the boat for any damage or issues before taking it from the owner.
- \* Depending on the model of the pontoon, The maximum number of people allowed in the boat is <u>10-12</u>.
- \* No more than the number of people or max weight posted on the watercraft are allowed to ride at one time.
- \* No dusk to dawn use permitted.
- \* The renter **IS** responsible for all damages including but not limited to the following:

LOST OR DAMAGED LIFE JACKETS

LOST OR DAMAGED SEAT CUSHIONS

- LOST OR DAMAGED PADDLES
- LOST OF DAMAGED ANCHORS
- \* Repair or replacement fees will be charged to the renter.
- \* The boat is inspected upon return to the dock. Refundable deposit will be processed within 3 to 5 business days.
- \* Your deposit will **NOT** be refunded if any of the following are present when the boat is returned:

EXCESSIVE DIRT, MUD, GARBAGE, OR SPILLS INSIDE THE BOAT PROPELLER DAMAGE BIMINI TOP DAMAGE BENT OR DAMAGED LADDERS DAMAGE TO TOW BAR (TOW BAR MAX CAPACITY 500LBS OR 2 PERSONS) DAMAGE TO BOAT INTERIOR FLOORING, SEATING, ETC IF YOU HAVE BEACHED THE BOAT EVIDENCE OF RECKLESS OPERATION BOAT NOT RETURNED BY THE RETURN TIME LISTED ON THE CONTRACT

- \* Renter acknowledges that the boat is fueled when received. It is the responsibility of the renter to return the boat fully re-fueled with non- ethylene gas to owner at the end of the rental period. If the renter selects not to refuel, Clear Sky will refuel the boat, and the cost will be charged back to the renter , to be deducted from the deposit.
- \* You are responsible for watching your gas gauge. We do not offer rescue services for the boat that has run out of gas due to boater negligence.
- \* If you have any issues with proper operation of your rental please call us immediately. To prevent damage to your rental do NOT attempt to tow or be towed back to the docks unless authorized by the owner. We will make every effort to remedy the issue so that you can enjoy your time on the lake.

- \* All children under age 13, must wear a USCG approved life jacket while on the boat. We strongly suggest you bring your own life jackets for children & infants suited for their weight. If outside the boat (swimming), all individuals should wear a life jacket or have a safety flotation device.
- \* The renter agrees and acknowledges the risks of driving a boat in the water. The water flow might change, tides, winds, or waves and other risk factors. The renter agrees to operate the boat in a careful and safe manner.
- \* SMOKING IS NOT ALLOWED ON THE BOAT.
- \* FISHING IS NOT PERMITTED ON THE BOAT
- \* ABSOLUTELY NO GRILLS OR OPEN FLAME OF ANY TYPE IS PERMITTED ON THE BOAT.
- \* THE BOAT OPERATOR MUST BE A MINIMUM OF 25 YEARS OF AGE AND HAVE A VALID DRIVERS LICENSE.
- \* THE BOAT OPERATOR WILL NOT BE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.
- \* THE RENTER AGREES THAT THE BOAT WILL NOT BE USED FOR ANY RACE OR EXHIBITION.
- \* THE RENTER AGREES TO USE THE BOAT IN A SAFE AND LEGAL WAY.
- \* THE RENTER AGREES NOT TO KEEP ANY FIREARMS IN THE BOAT.
- \* The renter's personal properties are not covered by the owner against loss, theft, or negligence.

By the execution of this agreement, the undersigned agrees that the Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's care, custody & control, as a result of any & 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. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental of the boat & assumes all risk of injury, illness , damage or loss that may result. The undersigned will hold harmless the Owner for all personal injuries, property damages or other damages to any and all third parties, including , but not limited to operators and passengers of other watercraft & minor children under the undersigned's care, custody, and control , as a result of any and all activities related to the rental, operation and use of the boat.

The undersigned, hereby agreed that both the Owner & Renter read this Boat Rental Agreement and acknowledge it.

Owner

Renter

Date

Date

Thank you for your business and we hope to see you again soon!