

# **YANCY POWERSPORTS LLC** aka: YPS

## **PONTOON RENTAL AGREEMENT:**

Each Rental Boat Page has an availability online schedule calendar to view each # pontoon on our Website: [www.yancypowersports.com](http://www.yancypowersports.com) click on Rentals (Please Read this entire page). Then Click on a specific # Boat for detailed information of each boat & it's accommodations. Email any questions to [todd@yancypowersports.com](mailto:todd@yancypowersports.com)

## **RENTAL RATES:**

All Pontoons are \$150 Per Day plus transport, gas & taxes. Due to the high volume of weekly rentals we do not offer multiple day discounts. Our rates are very fair as other rentals agencies are \$200-\$250 per day.

## **TRANSPORTATION FEES ARE LISTED ON OUR WEBSITE RENTAL PAGE:**

Are for delivery & pick up which depends on travel distance. Pontoon Rentals are not rented or delivered outside 50 miles of our address one way from Bonduel. All Pontoons are equipped with an outboard engine, all legal & mandatory safety equipment, First Aid Kit, life jackets for capacity of persons, 1 throwing device with 25ft of rope (affixed to a solid anchored source on the boat per WDNR Law) 2 anchors/dock ropes/2 bumpers/docking & navigation lights/swim ladder & C/D AM/FM Radio

## **RESERVATIONS & REQUIREMENTS:**

Security Deposit Requires all information fields filled out and a \$300 Deposit by Check to Secure Rental Date & Specific Rental. All lessees must complete both (2) quick checklist forms signed & dated before rental date. Absolutely no person born after January 1, 1988 can operate any boat without a safety permit presenting a photo copy to (YPS). Wisconsin State Law requires one life jacket per person on every Pontoon. Life Jackets are provided. Seat cushions are not legal in lieu of life jackets but are legal in lieu of a life ring (but by law needs a 25ft rope tie to the boat. A Life Ring w/25ft of Rope is supplied with each Pontoon & is attached at time of delivery must not be untied, from a secure point on the boat. Seat Cushions are also a legal floatation device in lieu of a life ring/throwing device upon emergency. (Life Ring w/25ft of rope supplied)

## **CANCELATION NOTICE:**

Notice of Cancellation requires a 7 Day in Writing via Text, Email or USPS Mail Prior to Rental Date & Delivery Time. The Full Security Deposit will be forfeited by Lessee if less than a 7 day notice. Unless boat can be re-rented out to another party to recover lost potential renters as this has been reserved for you then we can refund days not lost in this case. If not, NO EXCEPTIONS.

## **WARNINGS:**

There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized watercraft, including but not limited to water craft and activities incidental thereto (referred to herein as activity). Although we have taken reasonable steps to provide you with appropriate equipment so that you can enjoy an activity for which you may or may not be skilled, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be the cause of loss and damage to equipment, accidental injury, illness or in extreme cases, permanent trauma or death. For your safety and that of others, prior to engaging in the activity, it is important that you understand applicable boating laws and rights of way.

## **ACKNOWLEDGMENT OF RISKS:**

**Lessee acknowledges that the following describes some, but not all, of the risks:**

- #1** Changing water conditions, wave action and other watercraft wakes.
- #2** Collisions with any of the following: the water craft upon which I am the operator or passenger, other participants, other watercraft, and/or manmade or natural objects.
- #3** Wave conditions, Wind shear, Lighting, Wind, Weather & Temperature.
- #4** My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions.

- #5 Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or an unfortunate drowning and/or death.
- #6 Inability to get in or out of the water craft.
- #7 Equipment failure or equipment failure due to operator error and operator error.
- #8 Heat or sun related injuries or illnesses including sunburn, sunstroke, or dehydration.
- #9 Fatigue, chill and/or dizziness, which may diminish recreation time and increase the risk of an accident.

### **EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY:**

Lessee agrees to assume responsibility for the risks identified herein and those risks not specifically identified. Lessee verifies that he/she is physically fit, not under the influence of alcohol or drugs at this time, and sufficiently qualified, trained and capable to participate in these activities. Therefore, Lessee assumes full responsibility for Lessee, including any minor children for whom Lessee is responsible, for bodily injury, accidents, illness, death, loss of personal property, and expenses thereof as a result of any accident that may occur. Lessee and guests elect to participate in spite of the risks. Lessee is responsible for protecting skin and eyes from the elements. Lessee agrees to wear a U.S. Coast Guard approved personal flotation device (PFD Personal Floatation Device) or (Life Jacket) while participating in the activity. This safety requirement is required BY LAW for children under 13 years of age and Optional for all operators and passengers 14 and Older. Participation does include riding on or in any watercraft.

### **LESSEE ASSUMES ANY & ALL RISKS OF PERSONAL INJURY OF:**

ACCIDENTS AND/OR ILLNESS, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES AND/OR LIGAMENTS; FRACTURED OR BROKEN BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS AND/OR CONTUSIONS; DEHYDRATION, DROWNING, OXYGEN SHORTAGE, AND/OR EXPOSURE; HEAD, NECK, AND/OR SPINAL INJURIES; BITE OR ATTACK BY ANIMAL, INSECTOR MARINE LIFE; ALLERGIC REACTION; SHOCK, PARALYSIS OR DEATH.

### **COVENANT OF GOOD FAITH:**

Lessee recognizes that YPS LLC the provider of services, will operate under covenant of good faith and fair dealing, but may find it necessary to terminate an activity due to forces of nature, medical necessities, unlawful conduct or other problems and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. Lessee accepts YPS LLC right to take such actions for the safety of Lessee and/or other participants.

### **AUTHORIZATION:**

Lessee hereby authorizes any medical treatment deemed necessary in the event of any injury while participating in the activity. Lessee either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Lessee's behalf.

### **RELEASE:**

In consideration of services or property provided, Lessee & any minor children for which Lessee is a parent, legal guardian or otherwise responsible, agree that: YPS LLC it's owner's, employees and volunteers, their insurers shall have no liability of any nature for any and all damage to rental unit. Lessee and other persons or properties as a result of any acts, omissions or negligence and I the Lessee hereby release and discharge YPS LLC and insurer of any and if any for any such damage

### **TERMS:**

In consideration of the covenant provided YPS LLC agrees to rent to Lessee the described watercraft for the period herein indicated. Rates do not include credit card fees, tax or gas used. Pontoons are delivered with a full tank of gas, replacement of gas is the responsibility of the lessee and will be removed from the security deposit at the end of the boat rental period. Lessee accepts full and complete delivery of the boat and shall be responsible for the operation and charges incidental to the use of the watercraft during the rental period including all items and equipment. You must agree to pay for the period herein indicated of the agreed upon rental term if the watercraft is out of service due to damage caused by Lessee during your rental agreement. Lessee agrees to pay for any and all damage caused by Lessee to YPS LLC labor rate per hour, plus parts, should the boat incur damage by Lessee.

### **SECURITY DEPOSIT:**

Lessee will deposit with YPS LLC a \$300 security deposit paid by Check to secure date for a rental & fuel costs and/or in case of damage where the cost of which is not immediately ascertainable as of using incorrect fuel by Lessee, the security deposit shall be retained & any portion of this deposit that has not been applied by YPS LLC shall be returned to the Lessee WITHIN 14 DAYS of the termination of this agreement. Lessee will be responsible in excess of the security deposit for any/all damages or loss.

### **CLEANING FEES:**

Please Keep Boats Clean by taking trash with you. Fees of up to \$75 will be taken out of the security deposit if not returned in the same condition (clean off any and all garbage or trash & also free of any Pet Hair NO DOGS ALLOWED NO EXCEPTIONS)

### **REPLACEMENT CHARGES of LOST or MISSING CONTENTS:**

Replacement Charges of \$15 for each lost, missing or stolen life preserver, Anchor Ropes, \$50 per Anchor, \$75 for Life Ring, \$30 For Fire Extinguisher, \$20 for First Aid Kit \$200 for Swim Ladder.

### **CONDITION OF PONTOON UPON DELIVERY:**

(YPS) hereby delivers this watercraft in good operable condition, and in proper working order with full equipment inclusive of that required by law, and in clean and good condition throughout, ready for use by the Lessee. Lessee will examine the watercraft condition before departure and agrees to the condition and that the watercraft is safe, operable, and properly outfitted. Lessee shall be responsible for payment of damaged or missing items. The Lessee hereby agrees to pay all charges incidental to the use of the boat during the use period. The Lessee shall keep the watercraft in good running condition and in the same condition as when received. Should the Lessee not be present or not ready to accept delivery of the boat, for whatever reason, at the specified time YPS LLC reserves the right to rent the watercraft to someone else, and the security deposit of the non-present Lessee will be forfeited. Upon delivery of the watercraft to the Lessee, and during the entire rental period, Lessee shall be responsible for the operation, control and possession of the watercraft, as well as all expenses associated therein, except as may be noted otherwise in these agreements.

### **OPERATION OF RENTAL:**

Lessee certifies that LESSEE AND ALL AUTHORIZED OPERATORS ARE AT LEAST 18 YEARS OF AGE and that Lessee fully understands and is experienced in the navigation of the watercraft rented or provided and is experienced in the use of all equipment provided. Lessee further certifies, represents and warrants that Lessee will at all times operate the watercraft in a reasonable and prudent manner, having due regard for other watercraft, wakes and all other attendant circumstances so as to not endanger the life, limb or property of any person. Lessee further warrants that at all times while operating the watercraft, Lessee will follow and comply with all safety and navigation markers, signs and/or buoys as well as all marked and posted operation restrictions regarding speed, wakes, area access and hazards; and all applicable laws and regulations. Lessee agrees not to carry more than the maximum number of passengers allowed for the watercraft. Lessee acknowledges that the operator of the boat is responsible for the safety and welfare of all passengers on the watercraft.

### **RUNNING EXPENSES:**

Lessee agrees to pay all fees, charges and expenses attendant to and incidental to the use and operations of the boat during the rental period, including but not limited to fuel and oil. Under no circumstances shall Lessee contract for or agree to the payment of such fees, charges or expenses in the name of YPS LLC.

### **ACCIDENTS, BREAKDOWNS, UPSET AND INDEMNITY (DOCUMENT EVERYTHING w/PHOTOS):**

In the case of an accident, (DOCUMENT EVERYTHING with PHOTOS) the Lessee shall & must notify YPS LLC & the proper authorities immediately. Lessee understands & agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without danger to the boat & its passengers, render to other persons affected by collision, accident or other casualty as may be practicable and as may be necessary in order to save them or minimize any danger or injury. Lessee further agrees to

cooperate fully, as may be necessary or required with all investigations conducted by YPS LLC or any governmental agency or department. No repairs may be performed to the watercraft without permission from YPS LLC. YPS LLC agrees that should the watercraft after delivery sustain mechanical failure during normal operation breakdowns of machinery or be disabled or damaged by fire or other cause so as to prevent the use of the boat by the Lessee for a period of more than 10% of the agreed use period, the same not being brought about by any act or default of Lessee YPS LLC shall make a pro-rata return of rental fees to Lessee. Lessee indemnifies and holds YPS LLC harmless from any loss, damages, expense or claim, including any attorney fees & costs arising out of Lessee's acts or omission to act.

**SERVICE AND DAMAGE FEE POLICY:**

Damage or loss by Lessee or adjacent parties to the rental or equipment; fees are as follows. Labor Rate of \$100 per hour & price of materials. Propeller damage fee to rebuild is \$75 or replacement cost if unreparable is \$160. Lessee agrees to all above conditions & policies.

**YANCY POWERSPORTS RENTAL AGREEMENT AND LESSEE INFORMATION:**

Lessee is required by YPS LLC to correctly provide all information requested below & all information provided is accurate & true.

**SECURITY DEPOSIT IS \$300 FOR RENTALS:**

Date Sent: \_\_\_ - \_\_\_ -2021. Date Security Deposit Received by YPS \_\_\_ - \_\_\_ -2021 CK # \_\_\_\_\_

**Mail to: Yancy Powersports LLC PO BOX 563 Bonduel, WI. 54107**

(Physical Location is) 230 S. Cecil St. Bonduel, WI. 54107

Name & Address information of the responsible party must be supplied with this Rental Agreement & also signed by & by any other Operators of the Pontoon or this contract will be voided until correct information is produced.

First Name: \_\_\_\_\_ Last: \_\_\_\_\_ M: \_\_\_\_\_

Cell # (\_\_\_\_) \_\_\_\_\_ Alternate Cell # (\_\_\_\_) \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Pontoon # 1 or 2 or 3 (Circle one)

Requested Date: \_\_\_ - \_\_\_ -2021 to \_\_\_ - \_\_\_ -2021 Delivery Time: \_\_\_\_\_ Pickup Time: \_\_\_\_\_

Physical address of lake rental: \_\_\_\_\_ & what Lake \_\_\_\_\_

**PLEASE NOTE YOU THE LESSEE & ALL OPERATORS ARE REQUIRED TO:**

**SUPPLY A PHOTOCOPY OF A DRIVER'S LICENSE MUST ACCOMPANY THIS CONTRACT I THE LESSEE AND/OR OPERATOR HAVE RECEIVED AND AGREE TO THIS RENTAL AGREEMENT.**

1st Operators: Signature: #1 \_\_\_\_\_ Date: \_\_\_ - \_\_\_ -2021

2nd Operators: Signature #2 \_\_\_\_\_ Date: \_\_\_ - \_\_\_ -2021

3rd Operators: Signature #3 \_\_\_\_\_ Date: \_\_\_ - \_\_\_ -2021

**Send by mail this signed contract, photo ID of all driver/operators information to YPS LLC address with \$300 Security Deposit "cash or check to reserve dates for specific pontoon rental. No individual may operate any rental or receive delivery of a boat without all documentation requested and/or completing and signing this agreement.**