

Netterville Landing, LLC * 1248 Hwy 606 * St. Joseph, LA 71366

318-766-4585*email: janenetterville@gmail.com

THIS BOAT or PWC RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and Netterville Landing, LLC.

This Boat Rental Agreement is entered on the _____ day of _____, 20____ by and between Netterville Landing, LLC and _____ hereinafter referred to as RENTER.

RENTER information:

FULL NAME: _____ RENTAL DATE: _____

Street Address _____ City, State, Zip _____

Phone/Cell : _____ Email: _____

CABIN RENTED: _____, ARRIVE: _____, DEPART: _____

Card No. _____, Exp Date _____, CVV _____ Zip Code _____

Date of Birth _____ Boater Safety License # _____ Drivers Lic# _____

Boat or PWC Experience (Hours and detail) _____



1. **RENTED:** CABIN. PONTOON. PWC TUBE. WAKEBOARD. PADDLE BOARD _____. KAYAKS _____

2. **RENTAL TIMES:** PONTOON 4 hrs : 8 AM TO 12PM. 12 PM TO 4 PM. 4 PM TO 8 PM

PWC 2 hrs.: 8 am to 10 am. 10 am to 12pm. 12pm to 2 pm. 2 pm to 4pm, 4pm to 6 pm. (Not rented after 6pm)

3. **RENTAL RATES:** PONTOON \$275/4 hours PWC \$175/2 hours. Renter pays for fuel used upon return.

* anyone operating the boat must be at least 21 years of age and provide proof of age & boater safety license

* **Reservation deposit:** Reservations require a deposit of \$100 per rental, per boat. \$50 per PWC and \$150 for Cabin Rentals, balance due upon arrival for all rentals.

4. **SECURITY/DAMAGE DEPOSIT:** A security deposit of one thousand dollars (\$1,000.00) is required to rent the equipment and is due at the time of equipment check out. Unless prior arrangements are made to pay via different means, Netterville Landing, LLC shall be authorized to charge RENTER'S credit card on file for the full amount of such security deposit, along with any other costs incurred by RENTER in accordance with the terms hereof. Any unused portion of the security deposit will be released after the completion of the rental period, provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. Netterville Landing, LLC reserves the right to inspect rental equipment up to thirty (30) days after the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurred while RENTER had equipment in his/her possession. If damage is caused or permitted by RENTER during the rental period, RENTER authorizes Netterville Landing, LLC to charge the credit card on file for the full amount of any such damages, including repair costs and to then notify RENTER of the same. RENTER understands that all damages will be repaired by Netterville Landing, LLC authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial security deposit or authorization.

5. **CANCELLATION/NO SHOW POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers and therefore Netterville Landing, LLC cannot commit the watercraft to another customer during

replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by Netterville Landing, LLC. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S security deposit or credit card on file. RENTER must be given approval by a Netterville Landing, LLC representative to allow any mechanical adjustments to be made to the watercraft.

16. LOSS OF RENTER(S) PROPERTY: It is expressly agreed that Netterville Landing, LLC shall not be liable for the loss or damage to any property left of stored by RENTER or any other person in or upon said equipment after return thereof to THE COMPANY. RENTER agrees to hold THE COMPANY harmless from, and against any such claims.

17. RETURN OF EQUIPMENT: RENTER acknowledges and understands that he/she will return all equipment, including but not limited to wakeboards, surfboards, skis, tubes, etc. to their storage site on the end date of this boat rental contract.

Renter's Signature: _____

PRINT NAME: _____

Netterville Landing, LLC:

Representative: _____

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OFFICE USE	TIME OUT _____	TIME IN _____
ONLY:	HOURLY RATE _____	TOTAL HOURS: _____
	TOTAL RENTAL AMOUNT \$ _____	DEPOSIT PAID: \$ _____
	TOTAL DUE: _____	

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OFFICE USE ONLY:

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I. DISCLAIMER

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by Netterville Landing, LLC. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Netterville Landing, LLC). 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 Netterville Landing, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Netterville Landing, 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 of Netterville Landing, LLC**. Initials: _____

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Netterville Landing, 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, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence of Netterville Landing, LLC**. Initials: _____

III. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the undersigned agrees that Netterville Landing, LLC shall not be liable for any damages arising from personal injuries and/or property loss 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 Netterville Landing, LLC, including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Netterville Landing, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Netterville Landing, LLC shall not be responsible for any such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE BY Netterville Landing, 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 Netterville Landing, LLC. Initials: _____

IV. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Netterville Landing, 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 watercraft 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 Netterville Landing, LLC, **even if such damages arise out of the negligence of Netterville Landing, LLC**. Initials: _____

V. ACKNOWLEDGMENT 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 also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned 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 Netterville Landing, LLC for Netterville Landing, LLC's negligence**. Initials: _____

VI. SEVERABILITY

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect. Initials: _____

*****READ RELEASE BEFORE SIGNING*****

RENTER

ADDRESS

DATE / TIME

OPERATOR/PASSENGER

OPERATOR/PASSENGER

OPERATOR/PASSENGER

the reserved dates/times. Consequently, in the event RENTER cancels, changes dates, shortens the rental period, or in any other way seeks to change the rental period, the entire rental total shall still be due and payable.

6. **PAYMENT**: Payments will be accepted via cash, credit card, personal check or cashier's check.

7. **BOAT OUT OF COMMISSION DUE TO DAMAGE**: RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay THE COMPANY for all days the watercraft is out of commission including any time outside of the original rental period during which time the watercraft is unavailable to rent to other customers. No refunds will be offered.

8. **CREDIT CARD ON FILE**: RENTER agrees to provide Netterville Landing, LLC with a valid credit card to be kept on file. This card will be charged if damage or additional RENTER charges exceed the security deposit, for additional rental time, the purchase of additional equipment, late fees and/or other incidentals. RENTER hereby irrevocably authorizes THE COMPANY to charge RENTER's credit card on file for all the foregoing charges.

9. **FUEL**: RENTER acknowledges that the fuel is NOT included in the price of the rental and RENTER shall refuel with Netterville Landing, LLC.

10. **INSPECTION OF EQUIPMENT**: Netterville Landing, LLC certifies that the watercraft is in good mechanical and physical condition. RENTER will inspect said equipment and will rent the same without any additional representation or warranty by Netterville Landing, LLC. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify Netterville Landing, LLC before use of the watercraft begins and on the first day of rental.

11. **DAMAGES TO EQUIPMENT**: RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that Netterville Landing, LLC will RENTER for any repairs, replacement or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/ she is authorizing Netterville Landing, LLC to offset against security deposit and/or charge RENTER's credit card on file for any damages sustained to the equipment. Additionally, no food or shoes are allowed in the watercraft at any time.

PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY. REPAIRS CAN REACH INTO THOUSANDS OF DOLLARS.

12. **THEFT OR LOSS**: In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.

13. **WATERCRAFT OPERATION**: RENTER acknowledges and agrees that the equipment will be operated by RENTER(S) named in this agreement. RENTER warrants that RENTER is a qualified operator of said equipment. RENTER will not allow any person who is not qualified to operate the boat/equipment. RENTER (i.e. the person who provides the credit card) undertakes all financial responsibility regardless of who is operating the watercraft. RENTER will not operate the equipment, or permit anyone to operate the equipment, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the boat within all local, state and Federal laws and regulations and RENTER is solely responsible for obtaining knowledge and understanding regarding all such laws and regulations.

14. **WATERCRAFT USE**: The RENTER understands that conditions (weather, water levels, etc.) are variable and RENTER must exercise caution, pre-planning and good judgment in the use of watercraft.

15. **REPAIRS-SERVICE CALLS**: RENTER acknowledges and understands that Netterville Landing, LLC cannot guarantee against mechanical failures of the rental equipment. RENTER shall immediately notify Netterville Landing, LLC of defective or non-working equipment. Netterville Landing, LLC will make commercially reasonable efforts to repair or