

YANCY POWERSPORTS LLC

Pontoon Boat Rental Agreement

Please Call or Email to check Availability at
1-920-842-2510 or Toll Free 1-888-842-2510 or FAX 1-920-842-2139
Website: www.yancypowersports.com Email: todd@yancypowersports.com

Our pontoon rentals include transportation to lakes within Kelly Lake, Lee Lake Area. An delivery and pickup fee will be charged outside of the that. Our pontoon boats are equipped with an outboard engine, mandatory safety equipment, lights, C/D player and radio, canopy, and full furniture.

Rental Rates:

1-2 Days is \$150/day, 3-4 Days is \$125/day, 5 and more days is \$100/day

Reservations Require:

A Deposit of \$200.00 by Check Only, Absolutely NO CREDIT CARDS OVER THE PHONE CAN BE ACCEPTED
Credit Cards may be used to reserve only by physically swiping your card at the business itself

Wisconsin State Law requires one life jacket per person (Supplied) onboard every watercraft Life Jackets are provided at no additional charge, Seat cushions are not legal in lieu of life jackets Only a Through Ring Is a Legal Floatation Device (Supplied Also)

Gas and Oil is not included in Pontoon Rentals. We do not sell fishing licenses

NO INDIVIDUAL MAY OPERATE OR SERVICE A RENTAL PONTOON PROVIDED FROM YANCY POWERSPORTS LLC WITHOUT FULLY COMPETING & SIGNING THIS AGREEMENT

WARNINGS: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors, the presence or use of motorized water craft, 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, or cause 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: I the Lessee acknowledge that the following describes some, but not all, of the risks. **#1** Changing water conditions, wave action and other water craft wakes. **#2** Collisions with any of the following: the water craft upon which I am the operator or passenger, other participants, other water craft, and/or manmade or natural objects. **#3** Wind shear, lightning, wind, weather and 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 drowning. **#6** Getting in or out of the water craft. **#7** Equipment failure or equipment failure do 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 THE 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 YANCY POWERSPORTS 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 Yancy Powersports 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, I/Lessee and any minor children for which Lessee is a parent, legal guardian or otherwise responsible, agree that: YANCY POWERSPORTS, LLC. it's owner's, employees, employees and volunteers, their insurers shall have no liability of any nature for any and all damage to Lessee and other persons or properties as a result of any acts, omissions or negligence and I the Lessee hereby release and discharge YANCY POWERSPORTS LLC and insurer of any and if any for any such damage.

TERMS: In consideration of the covenant provided YANCY POWERSPORTS LLC agrees to rent to Lessee the described watercraft for the period herein indicated. Rates do not include tax, gas, or oil. Gas and oil are the responsibility of the renter and will be added 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 at YANCY POWERSPORTS service rate per hour, plus parts, should the boat incur damage by Lessee.

SECURITY DEPOSITS: Lessee will deposit with YANCY POWERSPORTS LLC A security deposit in the amount determined by YANCY POWERSPORTS, LLC For Fuel costs and In case of damage where the cost of which is not immediately ascertainable, the security deposit shall be retained and any portion of this deposit that has not been applied by YANCY POWERSPORTS LLC shall be returned to the Lessee WITHIN 30 DAYS of the termination of this agreement. Lessee will be responsible in excess of the security deposit for damages or loss.

Clean up fees up to \$75 can be enforced and taken out of the security deposit if the watercraft is not returned in the same condition (**clean and free of any pet hair**). You will be charged \$15 for replacement of any missing life preserver. These charges are listed as examples. Additional charges may be applied dependent upon redelivery condition. Cancellation less than a 7 Days of the pontoon rental will result in retaining half of the Lessee's deposit. If the Lessee does not show up for the pontoon delivery, or gives less than one-week notice of cancellation, the entire deposit will be forfeited.

CONDITION OF PONTOON UPON DELIVERY: YANCY POWERSPORTS, LLC. 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 YANCY POWERSPORTS 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.

ASSIGNMENT: Lessee shall not assign or sublet the watercraft without the prior written consent of YANCY POWERSPORTS LLC.

OPERATION: 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 YANCY POWERSPORTS, LLC.

ACCIDENT, BREAKDOWNS, UPSET AND INDEMNITY:: In the case of an accident, the Lessee shall notify YANCY POWERSPORTS LLC immediately. Lessee understands and agrees that in the event of a collision, accident or other casualty the Lessee shall, so far as Lessee can, without serious danger to the boat and 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 YANCY POWERSPORTS LLC or any governmental agency or department. No repairs may be performed to the watercraft without permission from YANCY POWERSPORTS LLC. YANCY POWERSPORTS 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, YANCY POWERSPORTS LLC shall make a pro-rata return of rental fees to Lessee. Lessee indemnifies and holds YANCY POWERSPORTS LLC harmless from any loss, damages, expense or claim, including any attorney fees and costs arising out of Lessee's acts or omission to act.

SERVICE AND DAMAGE FEE POLICY: Should the Lessee damage the watercraft or loose equipment, the fees are as follows; Charges include labor of \$89 per hour plus cost of materials. Propeller damage fee to rebuild is \$75 or replacement cost if unrepairable \$150.

Agreement of Above Contract by Signing on next line:

Signature Here _____ Date ____/____/____

YANCY POWERSPORTS RENTAL AGREEMENT AND LESSEE INFORMATION

As a condition of renting watercraft from YANCY POWERSPORTS LLC, please correctly provide all the information below. Official identification needs to be provided.

Name: Last: _____ First: _____ M.I. _____

Cell Phone :(_____) _____ Work Phone: (_____) _____

Street Address: _____

City: _____ State: _____ Zip: _____

Rental Rate: _____ Rental Dates: _____ to _____

Security Deposit Check Only of \$200.00 Ck#, Date Pd and Amount _____

Drivers License Number & State: _____

NOTE: YOU ARE REQUIRED TO:

SUPPLY A PHOTO COPY OF A DRIVERS LICENSE MUST ACCOMPANY THIS CONTRACT I THE LESSEE AND/OR OPERATOR HAVE RECEIVED AND AGREE TO THIS RENTAL AGREEMENT.

Operator Signature: _____ Date: ____/____/____

YOU MAY SCAN AND SEND CONTRACT BY FAX, EMAIL or USPS MAIL: But you still have to send a Security Deposit Check to Reserve the Dates for Rentals