

Boat Dock Service Corporation
945 South Pickens Bridge Road
Gray, TN 37615
423-773-9236

PONTOON RENTAL AGREEMENT

ANYONE BORN AFTER JANUARY 1, 1989 CANNOT RENT A BOAT FROM ANY TENNESSEE MARINA UNLESS THEY POSSESS A VALID SAFE BOATING CERTIFICATE RECOGNIZED BY TWRA.

THIS AGREEMENT is entered into on the _____ day of _____ 2022, by and between Boat Dock Service Corporation, hereinafter referred to as "LESSOR" and _____, hereinafter referred to as "LESSEE".

LESSEE Address: _____

LESSEE Phone Number: _____

Drivers License# _____

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract, and agree as follows:

1. **Rental of Boat:** LESSEE does hereby rent from LESSOR the following described boat: 2022 25'9" Leisure Kraft Prestige Pontoon with 115 HP Suzuki Motor and _____ life jackets, _____ tube(s), and/or a floating oasis pad. _____
2. **Term:** Rental period is to begin at 10:00am and rental period is to end at 6:00pm on the _____ day of _____ 2022. A late fee of \$25.00 will be charged for every 15 minutes past scheduled end time (stated above) that the boat is not returned. Late fees will be charged to credit card provided. _____
3. **Rental Fees:** Boat rental fee of \$ _____ plus tax shall be paid in advance by LESSEE. Gas to return tank to full will be paid upon return of the rental boat. Life Jackets (\$1 each), tube rental (\$20), and floating oasis pad (\$30) are in addition to boat rental fee. _____
4. **Security Deposit:** LESSEE authorizes LESSOR to charge credit card provided in this agreement without prior approval from customer if no more than \$750: 1) a deposit (an amount determined by LESSOR) toward the cost of repairs of any and all damages, including failure to return said rental boat in as good condition, ordinary wear excluded, as when received; 2) for reimbursement of replacement cost of articles damaged, missing or broken. _____
5. **Use of Boat:** LESSEE is granted the right to use the boat only in Boone Lake. Number aboard is not to exceed 9. Boat is not to be banked or pulled onto shore/dry land. Boat should be kept away from buoys designating shallow or hazardous areas. _____

6. Improper Use: LESSEE agrees:

- a. The rented boat shall not be used to carry passengers or property for hire;
- b. The rented boat shall not be used to carry more than 9 passengers or property in excess of the rated capacity of the boat;
- c. Not to use the boat to tow or propel any other boat, PWC, barge, or thing;
- d. Not to use the boat (or motor) in any race or competition;
- e. Not to use the boat (or motor) for any illegal purpose;
- f. Not to operate the boat (or motor) in any negligent manner;
- g. Not to permit the boat (or motor) to be operated by any other person without written permission of LESSOR;
- h. Not to attempt to remove the motor from the boat or to work on the motor for any reason whatsoever and to notify marina immediately of any issues with operation;
- i. Not to consume alcohol before/during operation of the boat;
- j. Not to have pets aboard;
- k. Not to use any equipment to cook or grill on the boat;
- l. To enforce no smoking policy by everyone while on board the boat;
- m. To clean/remove all trash and debris from the boat before returning to LESSOR.

7. Damage or Destruction of Boat: LESSEE agrees to pay to LESSOR in full within 30 days of the date of this agreement, the quoted cost for repairs (minus any security deposit paid in #4) or excessive cleaning fee (i.e., mud) of ANY AND ALL DAMAGES to LESSOR'S boat, motor, docks, slips, property, or equipment on board occurring during the term of this agreement. _____

8. Expiration of Lease: LESSEE agrees to return to LESSOR the boat and all contents in the same or substantially same condition, as when rented, at the expiration of this agreement. This includes life jackets, ski rope and any other additional items rented for the day. _____

9. Operation of Boat: LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat and for the safety and welfare of other boaters and persons. It is AGREED and UNDERSTOOD BY LESSEE that 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 from, 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 by LESSEE. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in, or on, the rental boat, including loss or damage caused by fire, water, theft or any other cause whatsoever. _____

10. Indemnification of LESSOR: Should LESSOR be required to bring suit, claim, or take any other action to collect or enforce any portion of this agreement, LESSEE agrees that LESSOR shall be entitled to costs and attorney's fees for the same, regardless of the outcome. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees, court costs, and/or liability, regardless of outcome in connection with the enforcement of this rental agreement by LESSOR. This includes expenses incurred in collecting or attempting to collect delinquent fees or charges. It is understood and agreed that venue of any action hereunder shall be in the county of LESSOR. _____

- 11. Malfunction of Boat.** In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat, LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use. _____
- 12. Cancellation.** LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Once reserved, no refunds are given. LESSEE may reschedule for another date this season only if weather conditions are bad and deemed unsafe for more than 6 hours of the reservation. _____
- 13.** 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 and free from any needed maintenance. If LESSOR cannot provide a rental boat for the date of LESSEE's reservation, LESSEE's rental fee will be refunded. _____
- 14.** The rules and regulations contained herein, those issued by TWRA and TVA, as posted in the marina office, in the laminated one-pager entitled "Boat Rental Rates and Rules", 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 to see that his/her family and/or guest(s) will obey the rules. _____
- 15.** Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect. _____
- 16.** LESSEE has watched the video on rental boat safety shared by LESSOR on LESSOR's web site. LESSOR answered all questions from LESSEE relating to the proper operation of rental boat and safety procedures. _____

LESSOR (Boat Dock Service Corporation)

LESSEE

****REQUIRED** LESSEE CREDIT CARD INFORMATION TO BE CHARGED IN THE EVENT OF DAMAGE AND/OR LATE FEES**

Name as it Appears on Card: _____

Credit Card Account Number: _____

Expiration Date: _____ Security Code: _____ Billing Zip Code: _____

Cardholder Signature: _____