

FUN MONKEY RENTALS, LLC

Boat Rental Agreement

This Boat Rental Agreement ("Agreement") is made between FUN MONKEY RENTALS, LLC (Lessor) and:

Name: _____ Phone: _____

Address: _____

Email: _____ Driver's Lic.No. _____

**EARLY RETURNS WILL NOT
RESULT IN A REFUND.**

Additional Boat Rental Terms and Conditions

1. Reservation; Cancellation Policy. In order to reserve the use of a watercraft, the Renter must be 21 years of age or older and must provide a rental deposit of equal to 50% of the total rental rate set forth above. At the time the watercraft is checked out, the Renter must provide a valid driver's license in Renter's name and pay for the rental in full. Renter agrees that, from the time the reservation is made, Renter is fully responsible for the entire Rental Rate as set forth above and further agrees that refunds will only be issued according to the following schedule:

Reservation deposits are non-refundable. The deposit for a cancelled reservation may, however, be applied to another reservation within a twelve month period provided that the notification of the cancellation was 14 days or more prior to the scheduled reservation date. The entire deposit is forfeited if a new reservation is not made within twelve months. The entire deposit is also forfeited if the reservation is cancelled 13 or fewer days prior to the scheduled check in date and we are unable to rent the pontoon to another party during the same time period for the entire duration of the cancelled reservation.

(Initials of Renter)

2. Inclement Weather. At the discretion of Fun Monkey Rentals, LLC, if inclement weather prevails you will have 30 days to rebook and use your rental. If a rain out happens at the end of the season, you may carry over the reservation until spring of the following year. These have to be booked and used by June 15 of the year following the original rental date. Rain days do NOT apply to weekly rentals.

(Initials of Renter)

3. Security Deposits. Renter will provide, on or prior to the Start Date of the rental period, a Security Deposit in the amount of \$1,000.00 for each watercraft rented. A valid credit card authorization to be provided to satisfy the security deposit requirement. The Security Deposit authorization hold will be cancelled within 1 week of the End Date of the rental period provided no damage to the equipment is discovered and no additional charges have accrued pursuant to Section 4,5 or 6 herein.

(Initials of Renter)

4. Fuel. At the Start Date of the rental period, the watercraft will be provided to Renter with a full tank of gasoline, the cost of which is included in the Rental Rate set forth above. Renter acknowledges that he/she is responsible for the cost of any additional fuel necessary during the term of the rental period. Upon return, the fuel tank must be full (please use 91 Octane) or Renter will be charged to refill the tank with gas pump pricing (91 Octane) plus .50 cents per gallon.

(Initials of Renter)

5. Inspection of Equipment. Lessor certifies that, to the best of its knowledge, the equipment is in good mechanical and physical condition. Renter agrees to inspect said equipment and that he/she is renting the same from Lessor without any specific representations or warranties by Lessor. If upon inspection at check-out, Renter discovers damages or problems, Renter must notify Lessor prior to using the equipment in order to avoid being held responsible for such damages or problems.

(Initials of Renter)

6. Return; Damages to Equipment. Renter agrees to return all equipment to Lessor promptly on or before the End Date and time listed above and acknowledges that failure to return said equipment on time will result in additional rental charges by the hour. Renter acknowledges and understands that the equipment is to be returned in a clean, undamaged condition and in the same condition as at the Start Date of the rental period. If said equipment is not left in suitable condition, Renter acknowledges and understands that Lessor has the right to charge Renter for any repairs, replacement or cleaning of the same. Further, Renter acknowledges and understands that Lessor has the right to charge Renter for any damages, repairs, replacement or cleaning of any damaged or lost real or personal property. Renter acknowledges and agrees that Lessor may deduct such charges from Renter's Security Deposit and, if such charges exceed the amount of said Security Deposit, Renter agrees to pay the same to Lessor upon receipt of invoice of the additional amount due. Renter has been advised and hereby acknowledges the following charges for lost or damaged equipment:

Personal Floatation Device: \$20.00	Key: \$20.00	Paddle: \$25.00
Bumpers: \$25.00	Anchor: \$45.00	Fire Extinguisher: \$50.00
Prop: \$225.00		

All other items not specifically listed above will be based on reasonable estimates to clean, repair or replace. Renter acknowledges that certain damages including, but not limited to, motors, may exceed \$10,000.00.

(Initials of Renter)

7. Boat Operation. Renter agrees and acknowledges that the watercraft will be operated by Renter, as named above. Renter warrants that he/she is a qualified operator of said equipment and that Renter will not allow other persons except other qualified operators within Renter's party, to operate said equipment. Renter agrees that Renter is solely responsible for the proper operation of the equipment and the safety of all passengers. Further, Renter agrees that:

- a. Renter will abide by, and cause all members of Renter's party to abide by, all Minnesota boating laws while using the equipment.
- b. Life jackets must be used according to Minnesota state law. We have various life jackets on board but if you plan on wearing one please bring your own as we may not have the size that meets your need. It is Minnesota State law children 10 and under must wear a life jacket. We have limited child size life jackets. Due to all of the various child sizes please provide life jackets for children.
- c. Renter will not operate, nor allow anyone in Renter's party to operate, the equipment while under the influence of alcohol or drugs.
- d. Renter **will not** individually, nor allow anyone in Renter's party to (i) **jump or dive off the watercraft** (ii) tie with other watercraft; (iii) sit in the middle of channel; (iv) carry passengers or property for hire; (v) tow or propel another boat; (vi) race the watercraft; (viii) use the watercraft in a negligent manner or for any illegal purpose; (viii) no towing of skies, tubes, etc.
- e. Renter will not exceed the U.S. Coast Guard Maximum Capacities Rating for persons and weights posted on the inside of the watercraft.
- f. Renter will only allow persons over the age of 21 within Renter's party who are a licensed driver of a motor vehicle to operate the boat.
- g. Renters **will not** operate boat after dark or in unsafe conditions.
- h. All trash must be removed before turning in – if not, you will be charged a \$25.00 clean up fee.
- i. NO PETS or GRILLS allowed on pontoon. Additional charges may be incurred.
- j. NO SMOKING on the pontoon at any time.

(Initials of Renter)

8. Loss of Renter's Property. Renter expressly agrees that Lessor is not liable for loss of or damage to any personal property of Renter's that is used, kept, left or stored on the equipment by Renter or a member of Renter's party. Renter hereby holds Lessor harmless from and against any such claims.

_____ (Initials of Renter)

9. Assumption of Risk; Release of Liability. Renter agrees and understands that boating, skiing, riding water toys or watercraft are hazardous and inherently dangerous activities. Renter further understands that the use of such watercraft involves a risk of injury to the user and possible death. Renter hereby agrees to freely and expressly assume and accept all risks associated with the use of the equipment rented hereunder.

_____ (Initials of Renter)

Renter hereby releases Lessor, its owners, members, employees, representatives, affiliates, managers, successors and assigns ("Releasees") from any and all liability for damage and injury or death to Renter or any other person or property resulting from the selection, maintenance or use of the equipment rented hereunder, and for any claim based upon negligence, breach of warranty, contract, claim or other legal theory, accepting his or herself, the Renter, full responsibility for any and all such damages or injury which may result from such use.

_____ (Initials of Renter)

The Parties hereby acknowledge having read and understood the terms and conditions set forth in this Boat Rental Agreement.

Signature of Renter

Date

Printed Name

Office Use Only

Motorized watercraft being rented:

_____ Pontoon

Rental Term: _____ (Start Date) _____ (End Date) _____

Starting Time on Start Date: _____

Return Time on End Date: _____

Rental Rate: _____ = TOTAL: _____