

## Torch Lake Boat Rentals LLC Contract

Today's Date: \_\_\_\_\_

Primary Renters Name on Driver's License: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Rental Dates: \_\_\_\_\_

(Primary renter must be above the age of 25 and drivers born after 1996 MUST show proof of Boaters Safety Certificate- to get certified go to <https://www.boat-ed.com/michigan/index.html>)

Owner agrees to rent a pontoon to renter, upon the condition that the renter agrees to all terms and conditions set forth below. This agreement is applicable to all passengers, operators, and users of the pontoon.

**This is a legally valid and binding obligation to release the owner from all known and unknown liabilities, and to indemnify the owner from any claims brought based upon the use of the boat.**

Note: The rental policy is subject to change at any time without notice.

### Deposits:

Reservations require a \$250 damage deposit. The primary renter will be held responsible for all deposits. The deposit will be returned 100% when the boat is returned in the SAME condition it was received.

### Cancellations:

Cancellations made 15 days or more prior to start of reservation are eligible for refund minus a \$50 handling fee.

Cancellations made between 14-4 days prior to reservation will receive a refund minus \$50 handling fee ONLY if we can book your reservation.

Cancellations made less than 3 days prior to reservation will receive no refund.

Those who do not show up to their reservations at agreed upon time will be charged in full. We reserve the right to cancel your reservation for violation of our policies.

**Disputes:**

This agreement will be governed and interpreted by the laws of the State of Michigan and shall be treated as though it were executed in the County of Kalkaska, State of Michigan. Any action relating to this Agreement shall be instituted and prosecuted only in the Kalkaska County Court, Michigan. You specifically consent to such jurisdiction and to extraterritorial service of process. You shall be responsible for all legal fees and court costs incurred by the Owner in the enforcement of their rights and your obligations under this Agreement.

**Policies:**

Renter agrees they will follow all local, state, and federal laws

Renter assumes responsibility for all passengers aboard at all times

Renter will not tie to another watercraft

Renter will not smoke aboard the boat

Renters will have no drugs, pets, grills, or fireworks aboard

Renter will not operate under the influence

Renter understands that if at any time the owner feels the renter has engaged in unsafe or hazardous use of the boat the owner may immediately terminate rental

Renter will assume **ALL** cost of damages

Renter agrees that owner offers no insurance coverage on equipment during your rental (Check with your credit card, home or auto insurance as many offer coverage)

Renter agrees that owner is not liable for any injuries

Renter agrees to report any accidents, damages, or losses

Renter is responsible for any cost to retrieve the boat

Renter understands that there is no jumping or diving from the boat

Renter agrees to have lights on before sunrise and after sunset

Renter will not carry more than 12 people

Renter will return the boat by 8PM on their last day of the rental

**Initial in agreeance:** \_\_\_\_\_

Renter will pay for refueling during rental (rec fuel is required, renter will return full or pay \$1/ gallon upcharge from the marina price)

Renter agrees to return all life jackets

Renter understands that there must be a life jacket per person on the boat

Renter will provide life jackets for those 12 and under

Renter will return all items rented

Renter agrees to return the boat in a clean orderly condition or an excessive cleaning fee will be charged

Renter agrees that all children under 6 will wear a properly fitting life jacket at all times

Renter understands that if keeping the boat overnight on the lake it must be on a mourning bouy, **NOT A DOCK**. If inclement weather occurs the boat will need to be brought back.

**Signature of Primary Renter Agreeing to the Above:** \_\_\_\_\_

**Weather Policy:**

Weather calls are made at our discretions. We refund for all day pouring rain, thunder and lightning. If there is a half day storm we will provide a discount to your boat price. For quick rain showers, wind, or cold weather we do not refund.

Multiple-day rentals do not get refunds due to weather. This is reflected in the discounted price of the multiple-day rentals.

All weather calls will not be made until the morning of as weather forecast in Northern Michigan can be way off.

**Towing Clause:**

**By participating in towing activities, the renter agrees to assume all risks associated with the activity and release the rental company from any liability for personal injury, property damage, or loss incurred during the course of tubing.**

Renter assumes liability for all damages

The rental company reserves the right to prohibit or terminate tubing activities at any time if, in their judgment, it poses a risk to the safety of participants.

Renter must follow all state and local towing laws

Renter must not exceed towing capacity

All engaged in tubing must wear a US Coast Guard Approved properly fitted personal flotation device

**Signature of Primary Renter Agreeing to the Above:** \_\_\_\_\_

**Release of Liability:**

By the execution of this Agreement, the primary renter agrees that the Owner is not to be liable for any damages arising from personal injuries sustained by the renter, passenger, operators, and children. The primary renter assumes full responsibility for any injuries and or damages which may occur. The owner is not liable for any theft or lost personal property. The primary renter is voluntarily participating in all activities related to the rental, operation of the boat, and assumes all risks of injuries and damages.

**Signature of Primary Renter:** \_\_\_\_\_

**In order to operate the boat all operators must sign below agreeing to ALL terms and conditions above. The Primary Renter also assumes all responsibility from ALL drivers**

**Signature of Primary Renter:** \_\_\_\_\_

**Operator 2 Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Driver's**

**License #:** \_\_\_\_\_ **Signature in agreeance to all terms and conditions:** \_\_\_\_\_

**Operator 3 Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_ **Driver's**

**License #:** \_\_\_\_\_ **Signature in agreeance to all terms and conditions:** \_\_\_\_\_