

RENTAL AGREEMENT

This Pontoon Rental Agreement ("Agreement") is made and entered into this [Date] between Lakewood Resort LLC ("Owner"), and _____ ("Renter"), collectively referred to as the "Parties".

PONTOON DETAILS

1. Owner agrees to rent out the pontoon described as follows:
- Make: Lowe
 - Model: UF 162 DLX Fish-N-Fun
 - Year: 2023

RENTAL PERIOD

2. The rental period shall commence on [Start Date] at [Check-In Time] and terminate on [End Date] at [Check-Out Time] , for a total duration of one week . Rental Period must be taken in consecutive days and agreed to ahead of rental.

RENTAL FEE

3. Renter agrees to pay a total rental fee of \$1,199.00 for the rental period specified in this Agreement. Payment shall be made in full prior to the commencement of the rental period. Rental Fee does not include any State and local taxes. Rental Fee is non-refundable for any reason including but not limited to change or cancelation in cabin rental, weather, acts of God, sickness, disease, or injury, etc. Rental Fee would be refunded only in the case of complete breakdown of the pontoon mechanics making the pontoon inoperable.

SECURITY DEPOSIT

4. Renter shall provide a security deposit of \$200.00 prior to the commencement of the rental period. This deposit shall be refunded to Renter within 20 days of the conclusion of the rental period, less any deductions for damages, if applicable.

CHECK-IN PROCEDURES

5. Upon the commencement of the rental period, Renter agrees to meet with Owner or Owner's Agent ("Management") at the designated location to inspect the pontoon and complete the check-in procedure.
6. During the check-in procedure, Owner or Management will review the condition of the pontoon with Renter and note any existing damages or discrepancies on the provided checklist.
7. Renter shall sign the checklist to acknowledge the condition of the pontoon at the time of check-in.
8. Management will provide the Renter with a map, if available, of the lake that clearly points out areas that need to be avoided due to obstructions or dangerous areas. This map is not fully inclusive, and the Renter holds full responsibility to avoid any additional objects, obstructions, or other dangerous areas that may exist.

CHECK-OUT PROCEDURES

9. At the conclusion of the rental period, Renter agrees to meet with Owner or Management at the designated location to complete the check-out procedure.
10. During the check-out procedure, Owner or Management will inspect the pontoon for any damages or discrepancies.
11. If no damage is found the security deposit shall be refunded to Renter within 20 days of the conclusion of the rental period.
12. If damage is found, deductions shall be made from the security deposit to cover the cost of repair or replacement as deemed necessary by Owner or Owner's Agent. Any remaining balance of the security deposit shall be refunded to Renter.

RULES AND REGULATIONS

13. Only the individual named as the Renter in this Agreement is permitted to operate the pontoon during the rental period.
14. The Renter certifies that they possess a current and valid driver's license and boating license and agrees to provide proof of such licenses. Renter shall send a copy of their driver's license and boating license (if applicable) to Owner or Owner's Agent prior to the commencement of the rental period.
14. The Renter certifies that they possess a valid boater safety certification or was born before January 1, 1989.
15. Smoking is prohibited on any portion of the pontoon.
16. No ropes of any sort are permitted to be tied and/or affixed to the aluminum side wall frame nor the canopy framing. Ropes meant for anchors and ropes to affix to the dock may only be fastened to the metal cleats located on the floorboard of the pontoon. Tow rope must only be attached to the metal anchors located on either side of the motor.
17. Renter is responsible to ensure the safe docking and tie off of the pontoon to the dock/pier at all times when not in use.
18. Renter will ensure that all boating electronics are powered off when not in use.
19. If any issues arise the Renter will contact Management directly. Management/Ownership will not be responsible for any third-party expenses incurred by Renter.
20. Renter will ensure that bumpers are properly in place when anchored/tied off to any pier or dock.
21. Management will provide the correct number of generic life jackets for the maximum allowed occupant count. It is the responsibility of the Renter to ensure that the life jackets are on board at all times. If a need for a different sized life jacket exists, that will be the responsibility of the Renter to procure and have on board.
22. Renter must ensure that the maximum occupancy limit is not exceeded. Any violations with boating laws, regulations, policies, and the DNR are the Renter's responsibility.
23. Renter promises that they are aware of all boating laws and regulations and will operate within those requirements.
24. Renter promises that they are well versed in operating a boat safely and within reason.

LIABILITY

25. Renter agrees to assume full responsibility for the safe operation of the pontoon during the rental period.

26. Owner or Owner's Agent shall not be liable for any injuries to persons or damages to property arising from the use of the pontoon during the rental period.

DAMAGE RESPONSIBILITY

27. Renter agrees to return the pontoon in the same condition as it was received.
28. Renter shall be responsible for any and all damages to the pontoon incurred during the rental period, including but not limited to damages caused by negligence or misuse.
29. In the event of any damage to the pontoon, Renter agrees to notify Owner or Owner's Agent immediately and shall bear the cost of repair or replacement as deemed necessary by Owner or Owner's Agent.

INDEMNIFICATION

30. Renter agrees to indemnify and hold Owner harmless from any claims, damages, or liabilities arising from Renter's use of the pontoon during the rental period.

GOVERNING LAW

31. This Agreement shall be governed by the laws of Wisconsin without regard to its conflict of law principles.

ENTIRE AGREEMENT

32. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

[Owner's Agent Signature]

[Date]

[Owner's Agent Printed Name]

[Renter's Signature]

[Date]

[Renter's Printed Name]

[Renter's Driver's License Number and State]