

# RENTALS ON FALSE RIVER LLC

## Boat Rental Agreement

Renter represents that he/she is at least 30 years old and is capable of safely operating and handling the boat and/or equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of the trip.

1. Fees:
  - a. Pontoon boats rent for \$400 per day (starting as early as 10 am). Rental includes tubing equipment (towing bar, inner-tube, and ski rope for tube) and a variety of child and adult life jackets are on board.
  - b. Fuel used must be replaced prior to return.
2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the rental, and will use the rental in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Rentals on False River LLC, and any applicable laws or regulations. Renter shall be responsible at all times for the safety of any and all passengers in the rental.
3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the rental:
  - a. Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from Rentals on False River LLC. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from Rentals on False River LLC.
  - b. No one under the age of 30 may operate the rental.
4. Children. Any children under the age of 16 in the rental must wear a life jacket at all times.
5. Unsafe Use. If at any time Rentals on False River determines that Renter has engaged in an unsafe or hazardous use of the rental, Rentals on False River LLC may board the rental, or otherwise notify the Renter that it is immediately terminating the rental. Upon termination, Renter must return the rental to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her rental fee. Rentals on False River LLC shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."
6. Condition of rental upon Return.
  - a. Clean: The Renter shall return the boat clean, free of garbage and debris, and in the same condition as it was when it was received, excepting ordinary wear and tear.

- b. Fuel: Fuel used must be replaced prior to return. Renter will be billed for any fuel not replaced.
- 7. Damages: Renter shall bear all risk and responsibilities for any damage caused to the rental during the rental period, and shall pay Rentals on False River the full cost of repair or replacement for any damages incurred.