

MANITOU AURORA LOUNGER SD BOAT RENTAL AGREEMENT

1. THE PARTIES TO THIS AGREEMENT ARE:

1.1 THE OWNER:

First Name(s): Robert and Tamara

Surname: Pendley

Identity / Social Security or Other (Specify) number:

Physical Address: 4199 Long Branch Dr, Marietta GA 30066

1.2 THE RENTER:

First Name(s):

Surname:

Identity / Social Security or Other (Specify) number:

Physical Address:

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

2. THE OBJECT OF THE RENTAL IS:

2.1 Type of Boat: Pontoon

2.2 Make and Color: Manitou Red

2.3 Model: Aurora

2.4 Year: 2010

2.5 Registration Number: TII76922F910

2.6 Make and Type of Motor: Yamaha 70HP Outboard

2.7 Motor Identification Number: 6CJL-1004180

2.8 Rated Passenger/Weight Carrying Capacity: 8

2.9 Odometer/Hours Reading at beginning of Rental Period:

2.10 Description of Trailer: N/A

2.11 Registration Number of Trailer: N/A

2.12 Description of Lifesaving and Safety Equipment:

3. CONDITION OF BOAT (AND MOTOR)

3.1 The Owner states that to the best of his knowledge and belief that above-described boat (and motor) and trailer is in sound and safe condition and free of any known defects or faults which would affect its safe and reliable operation under normal use.

3.2 The Owner further states that all required lifesaving and safety equipment are aboard the boat and in good order and condition at the time of delivery to the Renter for this boat rental agreement.

3.3 The Renter admits having inspected the boat and lifesaving and safety equipment on board the boat to his/her satisfaction and agrees that they are in compliance with the regulations pertaining to his intended area of use of the boat.

4. QUALIFICATIONS:

4.1 The Renter states that he is physically and legally qualified to operate the above-described boat.

5. RENTAL PERIOD:

The Owner agrees to rent the above-described boat (and motor) to the Renter for the following period:

5.1 Starting Date: _____

Time: _____ (a.m. / p.m.)

5.2 Ending Date: _____

Time: _____ (a.m. / p.m.)

6. RENTAL RATE:

6.1 The Renter hereby agrees to pay the owner at the rate of _____ per day or portion thereof
AND / OR at the rate of _____ per hour for the use of the above-described boat.

6.2 All fuel used shall be paid for by the Renter.

6.3 There shall be no additional Rental Fees for the Lifesaving and Safety Equipment nor for the Trailer.

7. EXCLUSIONS:

7.1 The rented boat shall not be used to carry passengers or property for hire.

7.2 The rented boat shall not be used to carry passengers in excess of the capacity stipulated in 2.8 above.

7.3 The rented boat shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated in 2.8 above.

7.4 The rented boat shall not be used to push, propel or tow another boat, barge or any other thing without the written permission of the Owner.

7.5 The rented boat (and motor) shall not be used for any race or in any competition.

7.6 The rented boat (and motor) shall not be used for any illegal purpose.

7.7 The Renter shall not operate the boat (or motor) in a negligent manner.

7.8 The rented boat (or motor) shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner.

7.9 The Renter shall not remove the motor from the boat for any use whatsoever.

7.10 No passengers shall be carried on the boat whilst the boat is being towed by the trailer.

6. INSURANCE:

6.1 The Renter hereby agrees that he shall be held fully responsible for any and all loss of or damage to the boat or equipment or motor or trailer during the term of this Boat Rental Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment or motor or trailer.

8. DEPOSIT:

8.1 The Renter further agrees to make a deposit of \$300 with the Owner, said deposit to be used, in the event of loss of or damage to the boat or equipment or motor or trailer during the term of this Boat Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement.

8.2 In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

9. RETURN OF BOAT, EQUIPMENT, MOTOR AND TRAILER

9.1 The Renter hereby agrees to return the above-described boat, equipment, motor and trailer to the Owner at the physical address listed in 1.1. no later than _____

10. JURISDICTION:

10.1 The parties consent to the jurisdiction of the magistrate's

(other _____) court for the district of Cherokee County

Signed at _____ on this _____ day of _____ 20____

OWNER: _____

RENTER: _____