

## Pontoon Rental, Waiver and Release of Liability Agreement

Renter's Name on Driver's License \_\_\_\_\_

2nd Renter's Name on Driver's License \_\_\_\_\_

Phone \_\_\_\_\_

Email address \_\_\_\_\_

Address on Driver's License \_\_\_\_\_

Birthdate \_\_\_\_\_

This Short-Term Rental Agreement ("Agreement") is made and entered into by and between [Renter's Name] ("Renter") and Strategic Real Estate LLC ("Owner") for the rental of a 2024 Harris Tritoon Boat ("Boat"), MN License #NEWPENDING in the state of Minnesota under the following terms and conditions:

1. **Rental Period:** The rental period shall commence on [\_\_\_\_\_] at [\_\_\_\_\_] and terminate on [\_\_\_\_\_] at [\_\_\_\_\_].
2. **Rental Fee:** Renter agrees to pay a rental fee of [\_\_\_\_\_] for the entire rental period. The rental fee shall be paid in full prior to the commencement of the rental period.
3. **Security Deposit:** Renter shall provide a security deposit of [\_\_\_\_\_] to Owner upon signing this Agreement. The security deposit will be refunded to Renter within [\_\_\_\_\_] days after the Boat is returned in its original condition, less any deductions for damages, missing items, or additional charges incurred during the rental period.
4. **Fuel Condition:** The Owner agrees to provide the boat to the Renter with a full tank of gas at the beginning of the rental period.
5. **Refueling Responsibility:** The Renter agrees to return the boat to the Owner at the end of the rental period with a full tank of gas. If the boat is not returned with a full tank of gas, the Renter agrees to reimburse the Owner for the cost of refueling, plus a service fee of \$50.00.
6. **Condition of Boat:** Renter acknowledges that the Boat is in good working condition at the time of rental. Renter agrees to inspect the Boat prior to departure and notify Owner immediately of any existing damages or defects.

7. **Unsafe Use:** If at any time the Owner determines that Renter has engaged in an unsafe or hazardous use of the Boat, Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”
8. **Authorized Operators:** Renter shall not sublease or allow any other person to operate the Boat without the prior written consent of Owner.
9. **Care of Boat:** Renter agrees to operate the Boat responsibly and with due care. Renter shall return the Boat in the same condition as it was received, ordinary wear and tear excepted. Renter shall be responsible for any damages caused to the Boat during the rental period.
10. **Use of Boat:** By offering to rent the Boat, Renter represents to Owner that s/he is generally familiar with Minnesota’s boating laws and regulations and with the safe operation of a pontoon or tritoon boat. Renter agrees to use the Boat solely for recreational purposes and in accordance with all such applicable laws and regulations. Renter is encouraged to review the Minnesota DNR Boating Guide and other boating and water recreation guidelines, which can be found at:  
  
<https://www.dnr.state.mn.us/regulations/boatwater/index.html..>
11. **Maximum Capacity:** The maximum number of passengers allowed on the boat shall not exceed 12 individuals at any given time during the rental period.
12. **Weight Limit:** Alternatively, the total weight of all passengers on the boat shall not exceed 1621 pounds (737 kilograms) at any given time during the rental period.
13. **Overnight Storage:** The Renter agrees that the Boat shall not be housed overnight at any location other than the boat lift at 12127 Ginseng Patch Road, Crosslake, MN. The Renter will be responsible to return the Boat to the boat lift at the end of each day.
14. **Life Jackets:** The Owner agrees to provide 12 adult life jackets suitable for the number of passengers allowed on the boat as per local regulations, at the beginning of the rental period.
15. **Life Jacket Requirement:** Per MN law, **Children under 10 years of age** must wear a United States Coast Guard-approved life jacket while aboard any watercraft that is underway, including motorboats, sailboats, canoes, kayaks, and even paddleboards. This applies to all vessels, including those that are anchored or beached. It is recommended

that all passengers, regardless of age, wear life jackets while on the water for added safety.

16. **Waiver/Release of Liability:** Renter recognizes the risks inherent in operation of any boat and hereby assumes those risks. Renter hereby waives, releases, and discharges Owner from any and all claims, liabilities, damages, or injuries arising out of or in connection with Renter's use or possession of the Boat, including but not limited to accidents, injuries, or damages to persons or property.
17. **Indemnification:** Renter agrees to indemnify and hold Owner harmless from any claims, damages, or liabilities arising out of Renter's use or possession of the Boat.
18. **Termination:** Owner reserves the right to terminate this Agreement and repossess the Boat in the event of a breach of any term or condition herein by Renter.
19. **Governing Law:** This Agreement shall be governed by the laws of the state of Minnesota, without regard to its conflict of laws principles.
20. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the rental of the Boat and supersedes all prior agreements and understandings, whether written or oral.

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

[Owner's Signature]

[Renter's Signature]

[Renter's Signature]