

Pontoon Rental Form
John Kozicki Pontoon Boat Rental Policies
231.629.6756

Any additional Damage to boat \$100 per dent or cost of replacing a panel with estimate.

Please be a safe boater – OBSERVE THE FOLLOWING

1. Capacity of Pontoon is ten (10) or as rated, (10-13) People - NO EXEPTIONS!!!
2. Every person 12 years of age and younger is required to wear a coast guard approved live jacket.
3. Everyone must remain seated inside the boat when the engine is running. Do not ride on the front deck. Do not ride anyplace outside of the fenced area.
4. Follow all NO WAKE areas – IDLE SPEED ONLY – in no wake areas.
5. Turn engine off when people are in the water.
6. No towing of skies, tubes, etc.
7. No towing of personal watercraft with any boat.
8. Boat must be tied to a dock by dusk – DO NOT operate boat after dark.
9. Boat must be returned filled (to the top) with gas before returning it. If not returned full you will be charge for gas plus a \$15.00 service fee.\
10. All trash must be removed before returning boat. If no you will be charged a \$25.00 cleaning fee.
11. You will be charged for replacement of any lost or damaged equipment.
12. All boats on your right (starboard) side have the right of way. Be courteous and always watch out for other boats
13. Stay away from other boaters – DO NOT cross in front of another boater
14. Stay away from shallow waters, rocks and logs
15. In case of high winds or lightening return to a dock or find a sheltered area

DO NOT DRINK AND DRIVE!!!! – IT IS ILLEGAL TO OPERATE A BOAT WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. MICHIGAN STATE LAW

Any violation of any of the above and foregoing requirements shall constitute a breach of this agreement and lessor is entitled to immediate possession of the rented vessel and lessee forfeits the remainder of any time allotted on the rented vessel and the security deposit thereon. This condition is without exception.

THANK YOU FOR YOUR BUSINESS!! HAVE A SAFE AND HAPPY DAY!!

Signature: _____ Date: _____

Absolutely NO PETS OR GRILLS ALLOWED ON BOATS !!

Pontoon Boat RENTAL AND WAIVER AGREEMENT

John Kozicki, Lessor, hereby leases to

(name) _____

(address) _____

(phone) _____

Boat Description _____

1.) RENTAL: The Lessee accepts such Watercraft, furnishings or equipment from

Starting Date and Time: _____

Ending Date and Time: _____

Quoted Price: _____

2.) DEPOSIT: In addition, the Lessee has deposited with the Lessor the sum of \$_____ as a rental deposit and as surety that he will return said Watercraft, and its equipment and furnishings to Lessor at the place where taken by Lessee (and promptly at the end of the lease period) in same condition as when taken, ordinary wear and tear excepted. In the event the Lessee shall comply with the terms of this agreement, said deposit shall be refunded to Lessee. In the event of damage to or loss of said craft, its furnishings and equipment, or nonpayment of rental, Prop damage , or for gas and oil, or if Lessor is put to expenses of returning said Watercraft to the location from which taken, said deposit shall be applied toward the cost of compensating Lessor for such damage, loss or expense. Nothing herein contained shall absolve Lessee from responsibility for all negligent or willful acts causing loss to Lessor. Lessee shall also forfeit deposit if any portion of the rental contract is violated hereunder.

3.) REDELIVERY OF WATERCRAFT: The Lessee agrees to return said Watercraft, furnishings and equipment to the Lessor at the location from which taken at the end of the rental period. If not, Lessee will pay Lessor a continuing rental charge of double the normal rental rate or any part of, plus all expenses of Lessor in locating and/or recovering said Watercraft or property. Lessee agrees to notify Lessor if redelivery at the end of this lease is unfeasible or impossible.

4.) WATERCRAFT RENTAL WAIVER AGREEMENT: The UNDERSIGNED for and in consideration of the privilege of operating a boat or Watercraft of John Kozicki's hereby assume all risks of such operation for and on behalf of the undersigned, and each person or guest taken aboard; and specifically agrees to indemnify John Kozicki and his

successors or assigns for any and all injury, loss or damage to the said Watercraft, or to any person or guest aboard or to any third person or their property not on board. Term Watercraft refers to hull – superstructure, engine, controls and items located therein. In accepting and agreeing to operate the said Watercraft according to the rules and regulations of the state of Michigan, which said rules and regulations are considered to be a part of this said waiver as though copied herein verbatim, the undersigned does hereby waive and relinquish any and all claims for damage, injury or loss, of any kind, character or description, against John Kozicki and his successors, or assigns, its officers, agents or employees, arising out of injury, damage or loss, either to the person or property of the undersigned, or the person or property of any guest or other person aboard, or to any third person or their property not on board. It is specifically agreed and understood that the Watercraft and its gear and equipment when received for use in accordance with the rules and regulations are in seaworthy condition, mechanically and otherwise; and the undersigned agrees to return the said Watercraft, and all gear and equipment, in the same condition, ordinary wear and tear excepted, to the dock from which it was rented.

The undersigned further agrees to pay in advance for the use of said Watercraft and equipment in accordance with the published schedule of rates. , John Kozicki is liable for only gross carelessness and gross negligence; and not for ordinary carelessness, or ordinary negligence, or lack of ordinary prudence, skill or diligence of it's employees, agents and assigns in relation solely to this agreement. If during the term of the rental agreement a mechanical failure occurs on the vessel, lessee agrees to immediately notify lessor of the same and shall not make any attempts to repair the mechanical failure nor hire a third party to repair said mechanical failure. Lessee assumes all risk and liability for any injuries or damages that occur to persons or property in the event lessee attempts to repair or cure a mechanical failure that occurs during the term of the rental agreement.

I UNDERSTAND THAT ALL PERSONS ON BOARD MUST HAVE A LIFE SAVING DEVICE AND I ACKNOWLEDGE RECEIVING TEN (10) LIFE SAVING DEVICES. I FURTHER UNDERSTAND THAT I MUST RETAIN A COPY OF THE AGREEMENT AND WAIVER WHILE OPERATING THE WATERCRAFT.

5.) LESSOR RIGHTS AND REPOSESSION: For the purpose of enforcing Lessor's ownership of said Watercraft and protect Lessor's rights under this contract. Lessee agrees that Lessor may retake possession of said Watercraft at any time for such purpose to enter upon the premises of Lessee. Lessee hereby waives any right of actions against Lessor by reason of such retaking or entry

6.) LESEE'S INSPECTION OF WATERCRAFT: Lessee acknowledges that he has inspected said Watercraft and has examined its condition, equipment and the furnishings and Lessee agrees to be responsible for the safe return of such items.

7.) LESSOR NOT LIABLE FOR LESSEE'S PROPERTY: It is expressly agreed that the Lessor shall not be liable for loss of or damage to any property left, stored, loaded or

transported by Lessee in or upon the Watercraft, and Lessee expressly waives any and all claims for such loss or damage against Lessor and agrees to hold Lessor harmless from such claims.

8.) COMPLIANCE WITH LAW: Lessee agrees to comply with any and all federal, state, county, or municipal laws, rules and regulations covering the use and operation of Watercraft. Lessee also agrees that the Watercraft will not be operated after sunset or before sunrise and that any violation of this requirement is a breach of the rental agreement and entitles the lessor to immediate possession of the rented vessel and the security deposit shall be forfeited thereon.

Dated this _____ day of _____, 20_____

Signature of Lessee

Printed Name of Lessee

Signature of Lessor

Printed Name of Lessor

Please return signed copies and deposit to:

John Kozicki
6100 W 56TH ST
FREMONT, MI 49412-9155

Phone: 2316296756