



COASTAL PONTOON RENTAL, LLC

BOAT RENTAL CONTRACT

In consideration of the agreement herein, (hereinafter referred to as THE LESSOR) agrees to lease to the undersigned (hereinafter referred to as the LESSEE) the craft and equipment described herein, only upon the following terms and conditions and signed release by the LESSEE who's signature appears below.

LESSEE AGREES NOT TO USE OR PERMIT THE USE THE RENTAL CRAFT:

- a. FOR ANY UNLAWFUL PURPOSE;
 - b. WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR NARCOTICS;
 - c. BY ANY PERSONS OTHER THAN THE LESSEE;
 - d. DURING TIMES OF REDUCED VISIBILITY;
 - e. DURING NIGHTTIME HOURS; OR
 - f. TO PULL OR TOW OTHER BOATS, EQUIPMENT, OR PASSENGERS FOR WATERSKIING OR ANY SIMILAR ACTIVITY.
- _____ INT

LESSEE AGREES THAT THEY HAVE EXAMINED THE BOAT, ENGINE, AND ENGINE PROPELLOR AND FIND IT IN GOOD WORKING ORDER. LESSOR SHALL NOT BE HELD LIABLE FOR INJURY, DAMAGES, INCONVENIENCE OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE RENTAL CRAFT. **IN THE EVENT OF MALFUNCTION, BREAKDOWN, OR IF ANY DEFECT IS DISCOVERED AFTER THE ACCEPTANCE OF THE RENTAL CRAFT LESSEE WILL IMMEDIATELY CONTACT THE RENTAL OFFICE.**

PROPELLER RECONDITION: \$150.00 PROPELLER REPLACEMENT: \$300.00 _____ INT

"BEACHING" THE BOAT IS PROHIBITED! A \$100.00 GROUNDING FEE APPLIES TO ANY GROUNDING OR "BEACHING" OF THE BOAT. A \$150.00 PER HOUR RESCUE FEE APPLIES IF WE HAVE TO COME AND GET OR ASSIST YOU. _____ INT

LESSEE CERTIFIES THAT HE/SHE HAS READ AND UNDERSTAND THE RULES AND REGULATIONS CONTAINED HEREIN AND POSTED AT THE RENTAL OFFICE. THE LESSEE CERTIFIES THAT HE/SHE IS EXPERIENCED AND CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION AND NAVIGATION OF THE RENTAL BOAT. _____ INT

THE LESSEE WHO'S SIGNATURE APPEARS BELOW AGREES THAT THEY ARE RESPONSIBLE FOR AND WILL IMMEDIATELY PAY FOR ANY AND ALL LATE FEES. **(LATE FEES ARE CHARGED AT A RATE OF \$100.00 PER HALF HOUR)** OR GROUNDING FEES OR EQUIPMENT BROKEN OR LOST OR DAMAGE DONE WHAT SO EVER TO THE CRAFT OR ENGINE, OR ENGINE PROPELLOR. IN THE EVENT OF DAMAGES OR MOTOR MALFUNCTION AN IMMEDIATE AUTHORIZATION IN THE AMOUNT OF \$1500.00 WILL BE PLACED ON THE CREDIT CARD PROVIDED AS A DAMAGE DEPOSIT UNTIL THE CAUSE OF THE MALFUNCTION CAN BE DETERMINED OR THE DAMAGES CAN BE ASSESSED.

CUSTOMER SIGNATURE: _____ DATE: _____

NAME (PRINT): _____

EXACT NAME ON CREDIT CARD: _____

DRIVERS LICENSE STATE/NO: _____

HOME ADDRESS: _____

CITY/STATE/ZIP: _____

LOCAL ADDRESS/HOTEL NAME: _____

HOW DID YOU HEAR ABOUT US? _____

ALL FUEL CHARGES ARE THE CUSTOMERS RESPONSIBILITY AND NOT INCLUDED IN THE RENTAL RATE

EARLY RETURNS WILL NOT RESULT IN A REFUND FOR ANY REASON WHATSOEVER.

RENTAL RATE: _____ DISCOUNT/COUPON AMOUNT: _____ TOTAL RATE: _____

BAIT: _____ RODS: _____ ADDITIONAL CHARGES: _____

TOTAL CHARGES: _____ 7% SALES TAX: _____ BALANCE DUE: _____

BOAT NUMBER: _____ AGENT: _____ TIME OUT: _____ TIME DUE IN: _____

COASTAL PONTOON RENTAL, LLC.

WAIVER AND RELEASE OF LIABILITY AGREEMENT-MISSISSIPPI

I. **DISCLAIMER**- This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by * (For purposes of this Waiver and Release, the term **Coastal Pontoon Rentals, LLC** includes all principles, directors, officers, employees, agents, representatives, servants, assigned, successors, insurers, and subsidiaries of **Coastal Pontoon Rentals, LLC**). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the Rental agreement that is inconsistent with this Release. The undersigned agree that he/she is also signing this Release on behalf of undersigned's minor children. Renter further agrees that in the event that he/she fails to notify of all potential operators, passengers or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of **Coastal Pontoon Rentals, LLC**. Initial _____

II. **ACKNOWLEDGEMENT OF RISKS**- The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1. Changing water flow, tides, currents, wave action and ships' wakes; 2. Collisions with any of the following: other participants, the boat's, other boats, and manmade or natural objects; 3. Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; 4. Attack by or encounter with insects and marine life forms; 5. Equipment failure or operator error; 6. My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7. Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature; 8. Heat or sun related injuries or illnesses, including sunburn, sunstroke, or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. Initial _____

III. **EXPRESS ASSUMPTION OF RISK**- The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by **Coastal Pontoon Rentals, LLC** at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause even if the risks arise out of the negligence or fault of **Coastal Pontoon Rentals, LLC**. Initial _____

IV. **WAIVER/RELEASE OF LIABILITY**- By the execution of this Release, the undersigned voluntarily release, forever discharges and agrees to indemnify and hold harmless from any and all liability of any future for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by regardless of the cause. The undersigned assumes full responsibility for any such injuries, damages, loss or theft. **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY COASTAL PONTOON RENTALS, LLC** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by **Coastal Pontoon Rental, LLC**. Initial _____

V. **LIABILITY TO THIRD PARTIES**- The undersigned hereby agrees that he/she will indemnify and hold harmless **Coastal Pontoon Rentals, LLC** for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boats and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by **Coastal Pontoon Rentals, LLC** even if such damages arise out of the negligence or fault of **Coastal Pontoon Rental, LLC**. Initial _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE- The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from **Coastal Pontoon Rentals, LLC** with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring legal action to assert a claim against **Coastal Pontoon Rentals, LLC** for **Coastal Pontoon Rentals, LLC** negligence.

Initial _____

RENTER _____ DATE _____

Additional Operators or Passengers:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

ATTENTION RENTAL CUSTOMERS.....PLEASE READ CAREFULLY!

- 1. YOU MUST HAVE A FULLY CHARGED CELL PHONE ON BOARD AND KEEP IT TURNED ON! IF A STORM COMES IN, CALL FOR INSTRUCTIONS. WE MUST KNOW WHERE YOU ARE-DO NOT ATTEMPT TO RETURN TO DOCK DURING A STORM!**
- 2. DO NOT BEACH THE BOAT EVER! IF WE SEE THE BOAT BEACHED OR ONE OF THE CAPTAINS CALL TO TELL US IT IS BEACHED YOU WILL RETURN TO THE DOCK IMMEDIATELY WITH NO REFUND!**
- 3. CHILDREN 7 AND UNDER MUST WEAR A LIFE JACKET AT ALL TIMES WHILE ON THE BOAT-IT'S THE LAW!**
- 4. DO NOT ALLOW ANYONE TO RIDE ON OR HANG OR DANGLE THEIR LEGS AND ARMS OFF THE BOW OF THE BOAT WHILE THE BOAT IS IN MOTION-IT'S THE LAW! NO DIVING OR JUMPING OFF BOATS WHILE IN MOTION.**
- 5. DO NOT GO OUTSIDE THE ALLOWED RUN AREA!**
- 6. OBEY ALL NO WAKE ZONES AND SLOW SPEED ZONES AT ALL TIMES.**
- 7. STAY BETWEEN THE RED AND GREEN CHANNEL MARKERS AT ALL TIMES WHILE IN A MARKED CHANNEL.**
- 8. BALANCE THE PASSENGERS ON THE BOAT SO IT DOES NOT LIST TO ONE SIDE OR RIDE BOW DOWN IN THE WATER.**
- 9. NO TOWING OF ANY BOAT FOR ANY REASON! NO SKIING, TUBING OR TOWING PERSONS IN THE WATER!**
- 10. NEVER START THE ENGINE UNTIL EVERYONE IS SAFELY IN THE BOAT! NEVER START THE ENGINE IF THE PROPELLER IS OUT OF THE WATER!**
- 11. WHEN A LARGER BOAT APPROACHES YOU IN THE CHANNEL BE AWARE THAT THEIR WAKE COULD SWAMP YOUR BOAT, SLOW DOWN.**
- 12. YOU MUST HAVE ALL PROPER MISSISSIPPI LICENSE AND/OR QUALIFICATIONS TO OPERATE A BOAT.**

IF YOU PAY ATTENTION, ARE CAREFUL, AND FOLLOW OUR INSTRUCTIONS WE SHOULDN'T HAVE ANY REASON TO CHARGE YOU. WE REALLY DON'T WANT TO CHARGE YOU BUT WE.....

WILL CHARGE YOU FOR BEING LATE! LATE FEES: \$50.00 FOR THE FIRST 15 MINUTES, THEN \$100.00 PER HALF HOUR.

WILL CHARGE YOU FOR DAMAGE TO THE PROPELLER! RECONDITION: \$150.00 REPLACE: \$300.00

WILL CHARGE YOU FOR ANY DAMAGE TO THE BOAT OR EQUIPMENT LOST OR DAMAGED

WILL CHARGE YOU IF YOU BEACH THE BOAT OR RUN AGROUND.

IF YOUR BOAT DOES NOT START, CALL US. WE CAN PROBABLY FIGURE IT OUT ON THE PHONE. IF NOT, WE'LL COME AND GET YOU. IF WE FIND IT WAS "OPERATOR ERROR" DUE TO YOU NOT FOLLOWING THE INSTRUCTIONS, YOU WILL BE CHARGED \$150.00 PER HOUR FOR OUR TIME AND GAS.

WE WANT YOU TO HAVE A WONDERFUL TIME, SO PLEASE BE SAFE AND RESPONSIBLE. IF YOU HAVE QUESTIONS PLEASE CALL OUR RENTAL OFFICE AT 228-493-9695.

PLEASE REMEMBER TO TIP YOUR DOCK HANDS.

BOAT NUMBER: _____ AGENT: _____ TIME OUT: _____ TIME DUE IN: _____

Coastal Pontoon Rental, LLC

**FULL DAY
(8 HOURS)
\$299!!**



Tell them you're vacationing with Ashman-Mollere Realty and get \$50 off your first rental!!

The BASS BUGGY 18 DLX is designed for three things: Family, Fishing, and Fun!

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Open 7 days per week 8AM-7PM



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www.CoastalPontoonRental.com