

**Sand Lake Resort**  
**Boat Rental Agreement**

This Boat Rental Agreement ("Agreement") is made as or the 10th day of April 2014 between DSLR, LLC, a Minnesota limited liability company (hereafter, "DSLR") and:

SAMPLE \_\_\_\_\_ (Renter Name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(hereafter "Renter")

**Motorized watercraft being rented:**

\_\_\_\_\_ Palm Beach Sport Fish Pontoon                      \_\_\_\_\_ Palm Beach Pontoon (Cruiser)                      \_\_\_\_\_ Smokercraft Pontoon  
\_\_\_\_\_ Grumman Pontoon                                              \_\_\_\_\_ Fishing Boat #1                                              \_\_\_\_\_ Fishing Boat #2

Rental Term: \_\_\_\_\_ (Start Date) \_\_\_\_\_ (End Date) \_\_\_\_\_

Starting Time on Start Date:

Return Time on End Date:

Rental Rate: \_\_\_\_\_ =TOTAL: \_\_\_\_\_

**Additional Boat Rental Terms and Conditions**

**1. Reservation; Cancellation Policy.** In order to reserve the use of a DSLR watercraft, the Renter must be 18 years of age or older and must provide DSLR with a rental deposit equal to 50% of the total rental rate set forth above. At the time the watercraft is checked out, the Renter must provide DSLR with a valid driver's license in Renter's name. Renter agrees that, from the time the reservation is made, Renter is fully responsible for the entire Rental Rate as set forth above and further agrees that refunds will only be issued according to the following schedule:

Reservation deposits are non-refundable. The deposit for a cancelled reservation may, however, be applied to another reservation within a twelve month period provided DSLR receives notification of the cancellation 14 days or more prior to the scheduled reservation date. The entire deposit is forfeited if a new reservation is not made within twelve months. The entire deposit is also forfeited if the reservation is cancelled 13 or fewer days prior to the scheduled check in date and DSLR is unable to rent the boat/pontoon to another party during the same time period, for the entire duration of the cancelled reservation.

**2. Security Deposits.** Renter will provide, on or prior to the Start Date of the rental period, a Security Deposit in the amount of \$250.00 for each watercraft rented. Cash, a valid credit card or personal check may be provided to satisfy the security deposit requirement. The Security Deposit will be returned within 1 week of the End Date of the rental period provided no damage to the

equipment is discovered and no additional charges have accrued pursuant to Section 3, 4 or 5 herein.

**3. Fuel.** At the Start Date of the rental period, the watercraft will be provided to Renter with a full tank of gasoline, the cost of which is included in the Rental Rate set forth above. Renter acknowledges that he/she is responsible for the cost of any additional fuel necessary during the term of the rental period at the rate of \$4.50 per gallon.

**4. Inspection of Equipment.** DSLR certifies that, to the best of its knowledge, the equipment is in good mechanical and physical condition. Renter agrees to inspect said equipment and that he/she is renting the same from DSLR without any specific representations or warranties by DSLR. If Renter discovers, upon inspection at check-out, damages or problems, Renter must notify DSLR prior to using the equipment in order to avoid being held responsible for such damages or problems.

**5. Return; Damages to Equipment.** Renter agrees to return all equipment to DSLR promptly on or before the End Date and time listed above and acknowledges that failure to return said equipment on time will result in additional rental charges by the hour. Renter acknowledges and understands that the equipment is to be returned in a clean, undamaged condition, in the same condition as existing at the Start Date of the rental period. If said equipment is not left in suitable condition, Renter acknowledges and understands that DSLR has the right to charge Renter for any repairs, replacement or cleaning of the same. Further, Renter acknowledges and understands that DSLR has the right to charge Renter for any damages, repairs, replacement or cleaning of any damaged or lost real or personal property. Renter acknowledges and agrees that DSLR may deduct such charges from Renter's Security Deposit and, if such charges exceed the amount of said Security Deposit, Renter agrees to pay the same to DSLR within seven (7) days written notice of the additional amount due.

Renter has been advised and hereby acknowledges the following charges for lost or damaged equipment:

Oars: \$15.00                      Personal Floatation Device: \$20.00

Key: \$10.00

All other items not specifically listed above will be based on reasonable estimates to clean, repair or replace. Renter acknowledges that certain damages including, but not limited to, motors, may range anywhere from \$2,000.00 to \$10,000.00.

\_\_\_\_\_ (Initials of Renter)

**6. Boat Operation.** Renter agrees and acknowledges that the watercraft will be operated by Renter, as named above. Renter warrants that he/she is a qualified operator of said equipment and that Renter will not allow other persons except other qualified operators within Renter's party, to operate said equipment. Renter agrees that Renter is solely responsible for the proper operation of the equipment. Further, Renter agrees that:

- a. Renter will abide by, and cause all members of Renter's party to abide by, all Minnesota boating laws while using the equipment.
- b. Renter and all parties using the equipment will wear lifejackets. Lifejackets are provided by DSLR.
- c. Renter will not operate, nor allow anyone in Renter's party to operate, the equipment while under the influence of alcohol or drugs.
- d. Renter will not, nor allow anyone in Renter's party to (i) swim, jump or dive off the watercraft (swimming from a pontoon equipped with a swim ladder is permitted); (ii) tie with other watercraft; (iii) sit in the middle of channel; (iv) carry passengers or property for hire; (v) tow or propel another boat; (vi) race the watercraft; (viii) use the watercraft in a negligent manner or for any illegal purpose; or (ix) use the equipment outside of Sand Lake Resort (unless approved by DSLR in advance).
- e. Renter will not exceed the U.S. Coast Guard Maximum Capacities Rating for persons and weights posted on the inside of the watercraft.
- f. Renter will only allow persons over the age of 18 or persons issued and carrying a valid Minnesota Watercraft

Operator' Permit to operate the boat. Children between the ages of 12 and 17 who are qualified to operate the boat must be accompanied by an adult over the age of 21 to provide on-board supervision and be within the reach of the controls at all times.

**7. Loss of Renter's Property.** Renter expressly agrees that DSLR is not liable for loss of or damage to any personal property of Renter's that is used, kept, left or stored on the equipment by Renter or a member of Renter's party. Renter hereby holds DSLR harmless from and against any such claims.

**8. Assumption of Risk; Release of Liability.** Renter agrees and understands that boating, skiing, riding water toys or watercraft are hazardous and inherently dangerous activities. Renter further understands that the use of such watercraft involves a risk in injury to any and all parts of the user's body and possible death. Renter hereby agrees to freely and expressly assume and accept all risks associated with the use of the equipment rented hereunder.

\_\_\_\_\_ **(Initials of Renter)**

Renter hereby releases DSLR, its owners, members, employees, representatives, affiliates, managers, successors and assigns ("Releasees") from any and all liability for damage and injury or death to Renter or any other person or property resulting from the selection, maintenance or use of the equipment rented hereunder, and for any claim based upon negligence, breach of warranty, contract, claim or other legal theory, accepting his or herself, the Renter, full responsibility for any and all such damages or injury which may result from such use.

\_\_\_\_\_ **(Initials of Renter)**

The Parties hereby acknowledge having read and understood the terms and conditions set forth in this Boat Rental Agreement.

DSLRL, LLC

\_\_\_\_\_  
Signature of Renter

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Donna Giersdorf-Thompson  
Co-Manager, Sand Lake Resort

**Boat:**

**Term:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Rental Fee:**

**Discount:** \_\_\_\_\_ -

**Subtotal:**

**Tax 6.875%:** \_\_\_\_\_

**Total:**

**Deposit Paid:**

**Balance Due:**