

Sugar Point Resort Boat Rental Agreement

10125 Sugar Point Drive NW Federal Dam, MN 56641
(218) 654-3150

www.sugarpoint.com candj@sugarpoint.com

Sugar Point Resort will rent the boat, motor, accessories and equipment described in this agreement. Please read thoroughly, complete and return with a copy of your Driver's License(s) and Insurance Card(s).

Rental Begins: _____ **Rental Ends:** _____

Boat Assigned: _____ **Slip:** _____

Renter: _____

Phone: _____

Addl. Drivers: _____

Address: _____

Addl. Driver Info:

DL # & State _____

DOB _____ **EXP** _____

Rental Insurance Co. _____

Rental Rate: \$ _____ /day/week

Ins. Contact _____

CC Co. _____ **EXP.** _____ **AUTH.** _____

Address: _____

CC No. _____

Full Day Rentals are from 8:00 am and **DUE IN no later than ½ hour after sunset.** Renter is responsible for the entire length of rental. *No refund for late arrival or early departure.*

Maximum capacity may **NOT** exceed what the boat is rated for.

A **Late Fee** of \$100 per hour, or part thereof will be charged if the boat is not at the dock by the DUE IN time plus a \$50.00 escort fee applies if we come to retrieve you after said DUE IN time.

A **Cleaning Charge** of \$50.00 applies to any boat not returned in a clean and orderly condition.

Gasoline - Harbor attendant will refill with **resort** gas only. Watch your gas level, if you run out and we have to bring it out to you, you will be charged a minimum of up to \$25.00 **plus** the cost of another tank of gas.

Please report boat/motor issues immediately!

Initials _____

Under Minnesota State Law, children less than 10 years old are required to wear life jackets while the boat motor is running. It is against the law to ride or sit on the gunwale, bow, transom or **decking** over the bow, sides or stern of any motorboat while underway, unless it is equipped with adequate railing, or to operate a motorboat while any person is so riding or sitting.

The renter expressly agrees:

1. That the boat **will remain on the East Side (Ottetail to Stoney) of Leech Lake** and that he/she has qualified knowledge in the use and handling of all of the equipment and agrees to use the boat in a careful and prudent manner. The renter agrees to pay for all damages resulting from his/her use or misuse of the boat and its equipment. The renter will not loan, sublet, remove from the lake or in any way dispose of the boat. The renter does and shall forever hold Sugar Point Resort including its affiliates, agents and personnel harmless from any liability. The renter relieves the owner of any and all responsibilities resulting from the use of the equipment including: loss, personal injury, or damage arising on the grounds of Sugar Point Resort as well as from defects in the boat or equipment regardless of claimant.
2. The renter does hereby indemnify the owner for any and all losses and damage arising from the operation of the boat or any part thereof and further indemnifies and holds owner harmless from any and all losses, costs, damages, attorney's fees and liability in connection with this rental agreement.
3. The owner shall not be liable for any injury sustained by renter or any other person resulting from the use or operation of the boat or any party thereof and no action against the owner, vessel, or agent of either shall be maintained for such injury.
4. That the boat and its parts will be operated **only by the person whose name appears on this rental agreement**. The renter will comply with all state and local laws, rules, ordinances and regulations with reference to the use and operation of powerboats. He/she will pay all fines and costs that may be imposed as a result of these infractions.
5. That the renter and additional drivers **must** present a valid Driver's License, Proof of Insurance, and a valid credit card in order to be able to rent a boat.
6. That the renter acknowledges delivery of the boat. Renter has examined the boat and every part and found it in good condition. Renter is sober, prudent and at least **18 years of age** and an experienced operator of a powerboat of the kind described above.
7. That the renter will pay the owner an amount equal to the cost of repairing or replacing, to the owner's satisfaction, any damage to the boat, or any part thereof after its delivery into his/her custody and before re-delivery to the owner.
8. That the renter will be responsible for any loss or theft of the boat or any part thereof.
9. The renter signifies by his/her signature on this document that he/she has read and is aware of, received a copy, and agrees to all terms, covenants and provisions of this agreement. The renter accepts full responsibility defined in this agreement.

Initials _____

10. That this contract contains the entire agreement between the parties and cannot be changed or modified by any document, oral agreement, conversation or contract.

11. Violation of this agreement shall result in (at least) loss of damage deposit (\$150 Boat; \$500 Pontoon). Renter agrees to accept on his/her credit card any charges for repairs, damage, loss, fuel costs as well as any **lost rental time due to damage, loss, or repairs.**

Boat Equipment Checklist:

Please do a thorough check of this boat. The renter obliges and endeavours to be responsible for the boat and all amenities for the duration of the rental if they are damaged in any way, lost, stolen or broken.

I agree to the following charges and understand they may be applied to my credit card WITHOUT NOTICE. I acknowledge receipt of all EQUIPMENT listed on the checklist provided and that the propeller, skeg and hull are satisfactory or duly noted. I agree to report any accident, malfunction or breakdown of the rental boat to owner immediately. Initials _____

Cushion/PDF Adult/Child - \$20 Each

Paddle - \$40 Each

Fish Net - \$75

1 Anchor/2 Gas Tanks/1 Battery - \$75 Each item

Fish/Depth Finder - \$125

Boat and/or Motor - Estimate

Pontoon Bimini Top - \$350

Seat Damage - Holes/Burns, etc. - \$125 min.

Pontoon Swim Ladder - \$200

Lake Map - \$25

Prop Damage **of ANY kind** - \$150

The renter(s) has read this agreement and expressly agrees to the terms outlined in this agreement.

Signature of Renter(s)

Date

Signature of Additional Driver

Date

Note: Additional Drivers must sign and initial agreement. Additional Drivers must provide a driver's license, proof of insurance and credit card.

Initials _____