



Top Water  
Boat Rentals, LLC  
jehooton@yahoo.com  
903-285-1977 cell

## Pontoon Boat Lease Agreement Day Lease Only - No Night Use

Date: \_\_\_\_\_

Lessee's Name: \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Other: \_\_\_\_\_

Drivers License#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Boat Leased: \_\_\_\_\_

Lease Date/s: \_\_\_\_\_

Pre-paid Holding Fee: \$ \_\_\_\_\_ ☐ Day # days ☐ Week Total Pre-lease Fee: \$ \_\_\_\_\_

Method of Payment: ☐ Cash ☐ Check # ☐ Credit Card Card Type: \_\_\_\_\_

☐ Same as above Name on Card: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ Sec. Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Security Deposit: **\$100.00** ☐ Cash ☐ Check # ☐ Use cc info - signature: \_\_\_\_\_

**LEASE TIMES:** Full Day: 9:00 am - 5:00 pm.

**GAS:** One full tank of gasoline will be provided

**CANCELLATION POLICY:** No shows and cancellations within 48 hours of the rental will forfeit their \$100 deposit. A 'no show' includes renters who are thirty minutes late to the appointment without notification. We do not allow cancellations for less than ideal weather. If the weather is bad due to high winds, lightning, rain, storms in the area, unsafe conditions we will call you to cancel or move your reservation. Cancellations made by our staff due to weather will receive a full refund. We reserve the right to cancel any rental at any time due to extreme conditions deemed unsafe.

**PAYMENT SCHEDULE:** Holding fee of \$100 for half or full days and \$200 for weekly lease is required to reserve lease dates. Lease fee must be paid in full before lessee may take possession of the boat. All lease require a security deposit which may be paid in cash or by check. Security deposit will be returned in full upon check-out if no damage occurs during lease period. Charges for minor damages will be immediately deducted from the security deposit. Damages in excess of the security deposit amount will be invoiced, and must be paid immediately upon receipt of the invoice.

**LATE FEES:** There will be a charge of \$50.00 per hour for the late return of the boat. 5 min. to 1 hour late will be charged \$50.00, 1 hour and 5 min. to 2 hours late will be charged \$100, and so on. Late fees must be paid in full before lessee leaves the premises.

**CONTENTS OF PONTOON:** Up to ten regular adult and/or four child sized life jackets (all standard—if you have a small child or large adult you may need to provide your own life jacket), fire extinguisher and throw.

### LESSEE AGREES AS FOLLOWS:

- (1) That the pontoon is to be used solely by lessee and his/her guests.
- (2) That the pontoon boat not be moved or trailered.
- (3) That lessee has familiarized himself/herself with the lake and will not go into waters that are described on the provided map.
- (4) That the pontoon not be used to carry passengers for hire.
- (5) That no more than 8 passengers are allowed on the boat.
- (6) That the pontoon not be operated in a negligent manner.
- (7) That the pontoon not be operated under the influence of drugs or alcohol.
- (8) That the only person to operate the pontoon is the lessee.
- (9) That the pontoon is to be operated only in daylight hours.  
Pontoon not equipt with proper lights.
- (10) That the pontoon is not to be involved in any race contest.
- (11) That no other motor is to be mounted without permission of owner.
- (12) That the pontoon not tow skiers/tubers, as it is not equipped with proper motor to pull skiers/tubers.
- (13) That the pontoon will be properly anchored when not in motion.
- (14) That the equipment stated as the contents of the pontoon are present and that lessee is responsible for any damage or missing contents regardless of reason that occurs during the lease period.
- (15) That lessee has experience as to operation of a pontoon boat and is familiar with the laws and safety requirements of operating the pontoon boat, is 18 years of age and a licensed driver of a motor vehicle.
- (16) That lessee will insure that all passengers will have properly fitted life jackets on when using pontoon boat.
- (17) That lessee has no mental or physical impairment that will interfere with the safe operation of the pontoon.
- (18) That lessee is responsible for all damage to pontoon boat or to property of others whether he/she is negligent or the cause of the damage.
- (19) That lessee is responsible for any and all injuries that occur to himself, herself, passengers or third parties during the lease period whether lessee was the cause of the injury.
- (20) That lessee agrees to hold harmless owner from any claim by a passenger or third party for any damage that arises from the use of pontoon during lease period including reasonable attorney fees.
- (21) Lessee consents to security deposit being applied to any damage to pontoon, motor, prop, personal property of owner. That lessee acknowledges he/she are responsible personally for damages above and beyond security deposit.
- (22) That NO PETS are allowed
- (23) That if lessee experiences any trouble he/she will call owners at the following numbers for any help or call **911 for emergency help. Jordan: 903-285-1977**
- (24) That this agreement shall be binding on lessees, heirs or assigns.
- (25) That lessee has read and understood the terms of the agreement and acknowledges That he/she has been instructed by owner as to the operation of the pontoon.
- (26) That further, lessee acknowledges that owner is leasing upon lessee answering the above in a truthful manner, and that the pontoon will be returned in the condition that it was prior to leasing.

**BOAT OUT:** Day/Time:

Lessee Signature: \_\_\_\_\_

TWBR, LLC, Owner \_\_\_\_\_

**BOAT IN:** Day/Time:

Security Deposit Withheld: \$ \_\_\_\_\_

Returned: \$ \_\_\_\_\_

Other Fees: \$ \_\_\_\_\_

Explanation of Damage: \_\_\_\_\_

Late Fees Charged: \$ \_\_\_\_\_

Method of Payment: \_\_\_\_\_

☐

Cash

☐

Check #

☐

Credit Card

Total payment upon boat return: \$ \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

TWBR, LLC, Owner \_\_\_\_\_



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Date: \_\_\_\_\_

## Pontoon Boat Lease Checklist

Lessee's Name: \_\_\_\_\_

Boat Leased: \_\_\_\_\_

Lease Date/s: \_\_\_\_\_ day # days: \_\_\_\_\_ week

### BOAT CONDITION AND INVENTORY:

☐ List damage to boat or motor at time of lease: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Condition of propeller: \_\_\_\_\_

☐ Contents are complete as listed in the lease agreement: Y / N Missing contents? \_\_\_\_\_

### OPERATION OF BOAT AND ACCESSORIES:

☐ Gas tanks –reading fill level and refilling. \_\_\_\_\_

☐ Safety equipment (life jackets, fire extinguisher, etc.) - operation and handling \_\_\_\_\_

☐ Operation of covers, ladder, anchor, and any other misc. accessories \_\_\_\_\_

☐ Review of correct mooring procedures \_\_\_\_\_

### GENERAL SAFE HANDLING AND OPERATION OF BOAT:

☐ Life jackets are to be worn at all times. \_\_\_\_\_

☐ Only registered lessee should operate boat. \_\_\_\_\_

☐ Do not operate boat under the influence of drugs or alcohol. \_\_\_\_\_

☐ Maximum occupancy limit is 8 persons. \_\_\_\_\_

☐ All occupants must stay within the walls and all gates must remain closed when boat is under way. \_\_\_\_\_

☐ No water skiing behind pontoon boat. No racing or negligent activities. \_\_\_\_\_

☐ Boat is not to leave the lake for any reason, and must be properly anchored when not in motion. \_\_\_\_\_

☐ Lessee is liable for all damage/accidents/injuries incurred during the lease period. \_\_\_\_\_

Top Water Boat Rentals, LLC has reviewed this checklist with me. I understand the operation of the boat, my liability and obligations, and acknowledge the condition and contents of this pontoon boat as stated above.

Lessee Signature

Date

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Cost to replace missing contents: Life Jacket \$10 ♦ Motor Damage: minimum \$100