

TOWNE LAKE[®]

Community Association

PONTOON BOAT RENTAL AGREEMENT

PONTOON BOAT TO BE RENTED:

2015 LOWE 21.4 PONTOON BOAT – MODEL FS210RFL HULL ID LWC00981H516
TX DECAL 18-052646 – TOWNE LAKE ID 2017 #006

PONTOON BOAT RENTAL DAYS, TIMES, AND FEES

Weekday Rentals:		
Monday – Thursday	One Day Rental: \$350	Additional Days: \$150
Check Out Time	10:00 a.m. of Day of Rental	
Check In Time:	8:00 a.m. Following Day	
Deposit: \$250.00		

Weekend Package:		
Weekend Rental:	Weekend Rental : \$500	Additional Days: \$150
Check Out Time:	4:00 p.m. Friday	
Check In Time:	8:00 a.m. Monday	
Deposit: \$250.00		

Reservation Date _____

Name: _____ Address: _____

Day Phone: _____ Email Address: _____

Begin Time _____ End Time of Reservation: _____

The reservation of the pontoon boat will not be effective until the Pontoon Boat Rental Agreement has been executed by renter and payment of the deposit has been submitted to the Association. The reservation of the pontoon boat may not be made by telephone or e-mail. Further, the Association will not temporarily hold a rental period via a telephone or e-mail request.

To be completed by Association staff before reservation is completed:

Initial	Rental	Rental Fee	Note
	Boat	<input type="checkbox"/> \$	
	Deposit	<input type="checkbox"/> \$	
	Total		
Checklist			
	TPWD Boater Safety Course	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Towne Lake Boat Training	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Hold Harmless	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Received Boating Rules	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Deposit Refunded	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Lifejackets Needed Child	SM MD LG	
	Lifejackets Needed Adult	SM MD LG	

This Pontoon Boat Rental Agreement (the “**Agreement**”), which is entered into by Towne Lake Community Association, Inc. (the “**Association**”) and the person executing this Agreement below as renter (the “**Renter**”), sets forth the terms and conditions under which the pontoon boat is being rented to Renter .

1. Renter’s Acknowledgements and Agreements

Renter acknowledges that no other person is authorized to operate the pontoon boat during the rental period and agrees that no other person will be permitted by Renter to operate the pontoon boat during the rental period.

Renter acknowledges and agrees that he/she is required to be on the pontoon boat at all times during which the pontoon boat is in use (including use while the pontoon boat is anchored or docked) and that Renter is responsible for the conduct of all persons who are on the pontoon boat at any time during the rental period.

Renter acknowledges and agrees that the pontoon boat may not be removed from the Recreational Lake at Towne Lake.

Renter acknowledges that he/she has reviewed this Agreement in its entirety and agrees that this Agreement constitutes the entire agreement between the parties.

2. Term

Renter agrees that use of the pontoon boat is limited to the time constituting the rental period as set forth above.

3. Grant of Use Privileges.

The Association hereby grants Renter the use of the pontoon boat for the rental period set forth above.

For weekday rentals, the failure to check out the pontoon boat by 5:00 p.m. will result in a \$100 late checkout fee. A failure to check out the pontoon boat by 6:00 p.m. on the initial rental day will result in the automatic termination of this Agreement and the forfeiture of the deposit. In that event, the rental fees will be refunded.

The failure to return the pontoon boat by the end of the rental period will result in a charge of \$100 for each hour or portion of an hour that check in is late.

The reservation of the pontoon boat will not be effective until this Agreement has been executed by Renter and payment of the deposit has been submitted to the Association. The reservation of the pontoon boat may not be made by telephone or e-mail. Further, the Association will not temporarily hold a rental period via a telephone or e-mail request.

If Renter notifies the Association of his/her desire to cancel the pontoon boat rental less than seven (7) days prior to the date of the scheduled check out, the deposit will be forfeited, but the rental fees will be refunded.

Mandatory Towne Lake Boat Training (30 minutes to one hour)

Renter is required to pass the Towne Lake Boat Training prior to reserving the pontoon boat. The cost of the training is \$25.00. You may schedule this class with the Association.

4. Prohibited Activities.

No smoking is permitted on the pontoon boat or in the marina. Renter may not commit or allow to be committed any waste on the pontoon boat, create or allow any nuisance to exist on the pontoon boat, or use or allow the pontoon boat to be used for any unlawful purpose. The foregoing restriction applies without limitation to Renter and guests. Disruptive or inappropriate behavior, abuse of the pontoon boat, failure to abide by the terms of this Agreement of applicable Rules and Regulations, or any other action by or on behalf of Renter or any guests deemed by the Association or its agents not to be in the best interests of the Association or the community will be grounds for immediate termination of this Agreement, without recourse by Renter. Any excessive noise will be deemed a nuisance if it unreasonably disturbs the peace, quiet, and comfort of the community residents. Failure to abide by these terms as well as all rules outlined in the Lake Use and Boating Rules may result in forfeiture of the deposit.

5. Initial _____ Condition of Pontoon Boat.

Renter agrees to surrender the pontoon boat at the end of the rental period in the same condition as when Renter took possession and **expressly agrees to pay the Association for any and all damage to the pontoon boat, regardless of cause, which may occur during the rental period.** Renter is also responsible for any damage to the marina resulting from the operation of the pontoon boat. Renter is responsible for all clean up and trash removal at the end of the rental. An inspection of the pontoon boat by the Association after the rental period will determine potential deductions from the deposit. Renter's responsibility for damage to the pontoon boat and the marina is not limited to the amount of the deposit. Renter is encouraged to be present during the post rental period inspection of the pontoon boat.

6. Initial _____ General Indemnity

Renter and every other person who uses the pontoon boat does so at his/her own risk. Renter, for himself/herself and on behalf of Renter's family members and guests releases CW SCOA WEST, LP, Caldwell Companies, Harris County MUD 500 and Towne Lake CAI, and each of their respective officers, directors, employees and agents, from any liability relating to the use of the pontoon boat, and agrees to indemnify and hold harmless CW SCOA WEST, LP, Caldwell Companies, Harris County MUD 500 and Towne Lake CAI, and their respective officers, directors, employees and agents from and against any and all claims, suits, demands, losses, causes of action, and damages in any way relating to the use of the pontoon boat by Renter and Renter's family members and guests.

7. Reservations and Payment of Rental Fee

All rental fees are due at the time this Agreement is executed. If a check for the deposit and/or rental fees is returned due to insufficient funds, this Agreement will automatically terminate and be of no further force and effect.

8. Deposit.

A deposit of \$250.00 is due at the time of the reservation and signing of the Agreement. The deposit will be deposited into an account maintained by the Association and held until the Association has inspected the pontoon boat and marina slip after the rental period. Unless the deposit is forfeited per the provisions of this Agreement, the deposit, less sums deducted from the deposit per the provisions of this Agreement, if any, will be returned to the Renter within 30 days after the rental period. Any non-routine cleaning, maintenance or repair work required as a result of the rental, as well as overtime fees, if any, will be deducted from the deposit. The Association will assess costs in excess of the deposit to the Renter and Renter agrees to reimburse the Association for same upon demand.

9. Lifejackets

Lifejackets are available from the Association, and are included in the rental fee. Lifejacket availability may be limited depending on the number of passengers and sizes of the passengers. It is the responsibility of the Renter, at the time of making a reservation, to ensure enough lifejackets are available from the Association for each passenger. In the event not enough lifejackets are available from the Association, it is the responsibility of the Renter to outfit each passenger with a lifejacket. Additional items on the pontoon boat include a whistle, first aid kit, fire extinguisher, throw, and an anchor.

10. RENTER AGREES AS FOLLOWS:

The pontoon boat is to be used solely by Renter and Renter's family members and guests.

Renter acknowledges that he/she will carefully examine the pontoon boat to determine that it is suitable for the purpose for which it is rented, and that all accessory equipment is in suitable and acceptable condition. The failure to advise the Association of any condition or lack of equipment prior to using the pontoon boat will be deemed to be a waiver of any objection. Renter agrees that he/she will maintain the pontoon boat and equipment in a safe, dependable condition while in his/her custody.

Renter has familiarized himself/herself with Towne Lake.

Renter has received a copy of the No Wake Zone map and the TL CAI Lake Use Rules posted on the Towne Lake website, and agrees to read them and notify Association staff of any rules Renter does not fully understand.

Not more than 10 persons, regardless of age, are allowed on the pontoon boat at any given time.

The pontoon boat may not be operated in a reckless, careless, discourteous or other inappropriate manner.

THE PONTOON BOAT WILL NOT BE OPERATED BY RENTER IF RENTER IS TO ANY EXTENT UNDER THE INFLUENCE OF DRUGS OR ALCOHOL.

Only Renter is authorized to operate the pontoon boat.

No other motor may be mounted on the pontoon boat.

The pontoon boat must be properly docked or anchored when not in motion.

Renter must have a spotter if the pontoon boat is pulling a person on a tube or a skier.

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The equipment stated as the contents of the pontoon boat are present and Renter is responsible for any damage to the equipment and any equipment that is not on the pontoon boat at the time it is checked in regardless of cause.

Renter has experience in the 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.

Renter will assure that all persons will have properly fitted life jackets on when using the pontoon boat. Renter represents that he/she has no mental or physical impairment that will affect or impair the safe operation of the pontoon boat by Renter.

Renter is responsible for all damage to the pontoon boat and to property of others relating to the operation of the pontoon boat during the rental period regardless of the cause of the damage.

Renter is responsible for any and all injuries that occur to himself/herself, passengers or third parties in any manner relating to the operation of the pontoon boat during the rental period regardless of the cause of any such injury.

Renter consents to the deposit being applied to any damage to any part of the pontoon boat and any damage to the marina resulting from the operation of the pontoon boat. Renter acknowledges and agree that he/she is personally responsible for damages above and beyond the amount of the deposit.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the pontoon boat, Renter will immediately report same to the Association. The continued use of the pontoon boat after noting such a problem will be entirely at Renter's risk and Renter assumes all liabilities for injury and damage to all persons and property that may result from the continued use of the pontoon boat.

11. **Emergencies, CALL 911**

12. **Non Life Threatening Emergencies**

Daniel Altamirano: 832-773-4893

Karen Young: 281-639-8292

Lake House: 281-213-4132

Renter

Signature

Date

Print Name: _____

Facility Representative

Name: _____

Title: _____

Date _____