

**House of Heileman's
5723 West Lake Drive
West Bend, WI 53095
(262) 644-8809**

Please call Sean (262)573-7174 or Kevin (262) 224-7090 with and questions.

Pontoon Boat Rental Agreement and Release Form

Date: _____

Renter's Information:

Name: _____ Birth Date: _____

Address: _____

Phone: _____ Email: _____

Driver's License: _____ License Plate #: _____

House of Heileman's agrees to rent the following Pontoon Boat to Renter upon the condition that the Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Rental Includes:

***Pontoon Boat with 60HP EFI Engine, Lounge Seating,
Carpeted Deck, Stereo System, Canopy Top, Life Vests, Bumpers, Dock Lines,
Anchor, Swim Ladder, & One Full Tank of Fuel***

Pontoon Boat shall be rented for the time period selected below:

- Half Day Rental (4 Hour) \$350
- Half Day Rental (8 Hour) - Holiday Rate \$400
- Full Day Rental (8 Hour) \$450
- Full Day Rental (8 Hour) - Holiday Rate \$500
- 5 Day Weekly Rental \$2125
- Other Rental agreement _____ \$ _____
(Longer Rentals available – Rates to be negotiated)

Rental **must** be returned before dark.

Rental Date: _____

Time Out: _____ Time In: _____

Security Deposit: \$ _____ (Non-Refundable, Due at time of reservation.)

Credit Card # _____ Exp. _____ CVC _____

*READ THE FOLLOWING SECTION FULLY AND CAREFULLY PRIOR TO SIGNING.
THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE HOUSE OF HEILEMAN'S FROM
ALL KNOWN AND UNKNOWN OBLIGATION AND TO INDEMNIFY HOUSE OF HEILEMAN'S AGAINST
CLAIMS THROUGHOUT BASED UPON YOUR USE OF THE PONTOON BOAT. THIS
INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.*

Release and Waiver Claims

For valuable consideration the receipt and sufficiency of which are hereby acknowledges Renter does hereby remise release and forever discharge House of Heileman's (hereafter known as "Company"). Company's agents, servants, successors, heirs, executors, administrators and personal representatives of and from all and all manner of actions, cause of actions, suits, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law and equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators, or personal representatives hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever arising out of this agreement: out of the use (misuse, or abuse) of the Pontoon Boat: or in any way arising out of the rental relationship between Renter and Company.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Renter hereby expressly agrees to indemnify and hold harmless House of Heileman's. Company's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out the Renter's use, misuse or abuse of Pontoon Boat.

Use of Pontoon Boat Boat

The intention of House of Heileman's is to provide an enjoyable means of recreation. The Pontoon Boat may not be used for towing, sub-leasing, racing, or any illegal purpose. Each machine must be operated by an individual at least 18 years old, or having completed WI Boaters Safety Course, and in a safe and competent manner. Drivers and passengers of the rented Pontoon Boat will be solely responsible for any individual fines and penalties due to violations of the law. Any and all charges related to the impoundment or retrieval of the Pontoon Boat will be charged to the Renter, along with any lost rental time.

TERMS AND CONDITIONS

1. **Assumption of risk.** Renter acknowledges that the activities for which the Pontoon Boat is designed include inherent dangers, including the possibility of bodily injury and or death: if Pontoon Boat is not used as intended, Renter assumes and accepts all risks associated with the use of the Pontoon Boat.

_____ **Renter's Initials**

2. **Acceptable use.** Renter agrees and acknowledges that he/she will be the sole operator of the Pontoon Boat and will use the Pontoon Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines of the House of Heileman's and any applicable local, state and federal laws.

_____ **Renter's Initials**

3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of Pontoon Boat:

There are **no pets** permitted on the Pontoon Boat.

There is **no towing** of individuals from Pontoon Boat.

_____ **Renter's Initials**

4. **Age.** Renter is at least 18 years of age. No one under the age of 18 is permitted to operate the Pontoon Boat.

_____ **Renter's Initials**

5. **Unsafe Use.** If at any time House of Heileman's determines that Renter has engaged in an unsafe or hazardous use of the Pontoon Boat, House of Heileman's may immediately terminate the rental. Upon notification of termination Renter must return the Pontoon Boat to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. House of Heileman's shall determine in its sole discretion whether any behavior or activity is "unsafe or hazardous".

_____ **Renter's Initials**

6. Conditions of Pontoon Boat Upon Return.

The Renter shall return the Pontoon Boat to the designated docking area clean, free of garbage and debris and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to Pontoon Boat during the rental period. House of Heileman's shall retain any portion (or all) of the Renter's damage deposit as necessary to cover repairs for such damages. To the extent that damages to the Pontoon Boat exceed the amount of the damage deposit, Renter will be billed by House of Heileman's for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees if collection services are needed due to non-Payment.

7. **Damages. Renter shall be responsible for any and all damages.** Should any damages occur, House of Heileman's will provide an itemized repair bill including lost rental time (lost rental time begins with the date of the damage and stops when Pontoon Boat is once again available for rental). The itemized repair bill including lost rental time must be paid in full upon presentation of bill to Renter.

8. **Late Return.** If Renter returns the Pontoon Boat to designated docking area more the 15 minutes after the scheduled "Time In", Renter shall be charged \$50.00 per 15 minute increments.

9. **I acknowledge that I am not using any medication at this time either prescription or nonprescription: that would impair my ability to operate a Pontoon Boat. I further acknowledge that I have been given full and proper instruction in operating the said Pontoon Boat in a safe manner.**

_____ **Renter's Initials**

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Renter's Signature

Renter's Name (Printed)

Date

Time

Note: Please Return Completed Rental Agreement with Security Deposit to:

**House of Heileman's
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West Bend, WI 53095**