



# WATERCRAFT LEASE AGREEMENT

## PARTIES TO THIS RENTAL AGREEMENT ARE:

### ACTION MARINE:

Action Marine Inc. located at 5909 392nd Ave. Burlington, Wisconsin 53105 in Kenosha County Wisconsin (herein after referred to as Action) agrees to lease the marine item or items described below (herein after referred to collectively as craft), only upon the following agreement, conditions and signed release by the Lessor, whose signature(s) appear on page four (4)\*.

\*/S/ Signatures are legally binding under the Federal E-Sign Act.)

### LESSEE (Renter)

Name _____		Drivers Lic. Number _____		State _____	
Address _____		City _____		State _____	
Home Phone _____		Cell Phone _____		Zip _____	
E-mail _____		Date of Birth _____			
Name On Card _____		Credit card # _____			
Expires _____		CVS # _____			

**LESSEE MUST READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS  
RENTAL IS NOT GUARANTEED UNTIL ACTION APPROVES A SIGNED AGREEMENT**

In consideration of the agreement herein, Action agrees to lease to the undersigned LESSEE the craft and equipment.

Estimated delivery window is between 9:00 and 11:30 AM unless stated here \_\_\_\_\_.

An Action representative will phone to confirm specific time on day of delivery.

In the event the craft is not returned at time specified herein,  
said LESSEE to pay for overtime at a rate of \$50 per each half-hour

**CONDITION OF BOAT AND MOTOR**

Action states that to the best of its knowledge and belief the craft and motor mentioned within is in sound and safe condition and free of any known defects or faults which would affect its safe and reliable operation under normal use. Action further states that all required lifesaving and safety equipment are aboard the craft, in good order and condition at the time of delivery to the LESSEE for this lease agreement.

Initial : \_\_\_\_\_

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED; THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND WISCONSIN BOATING LAWS AND REGULATIONS.

Initial : \_\_\_\_\_

**THE LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO ACTION IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.**

Initial : \_\_\_\_\_

This certifies that LESSEE is experienced and capable in all aspects of the handling and operation of the craft leased in this agreement. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement or posted on said leased craft. Children of any age count toward boat capacity. I, the LESSEE, am aware of the NO WAKE areas and are responsible for any damages caused by my wake. LESSEE will not remove any equipment from and will operate said craft within the lake area listed in this agreement. *Please visit the WI DNR website for the on-line water safety course and Wisconsin rules and regulations for a safe boating experience. The state of Wisconsin requires anyone who was born after January 1,1989 to have a Boat Safety Certificate in his/her possession, and have it available for inspection by an enforcement officer. The necessary test to obtain the certificate is available online at <https://www.boat-ed.com/wisconsinrental/>*

Initial : \_\_\_\_\_

Night operation of leased craft and towing of another craft/vessel is forbidden, no exception, LESSEE is liable.

Initial : \_\_\_\_\_

THE LESSEE CERTIFIES THAT HE/SHE IS AT LEAST 18 YEARS OLD. ANYONE UNDER 18 YEARS OF AGE MAY NOT OPERATE ANY LEASED WATERCRAFT AT ANY TIME DURING THIS LEASE PERIOD.

Initial : \_\_\_\_\_

LESSEE understands and has full knowledge that early returns or cancellations due to the negligence of the LESSEE will not result in a refund. Absolutely no refunds will be given due to mechanical failure until Action has had opportunity to check the unit for operator negligence or abuse. If it determined that the LESSEE has caused damage to the unit, Action reserves the right to charge the LESSEE’s credit card without any further notification or authorization from Action. LESSEE will be responsible for any revenue loss due to watercraft being unrentable due to damage caused during this lease period.

Initial : \_\_\_\_\_

It is agreed and understood by lessee that Lessor/Agent shall not be held liable for damages, time lost caused by an accident, breakdown or malfunction of the leased watercraft as a result of improper handling of the Watercraft. **Do not drive if engine alarm sounds.** In the event of a malfunction or a breakdown of the watercraft is discovered, Lessee will immediately report the same to the Lessor/Agent. Continued use of the watercraft that has known defects shall be entirely at the Lessee’s risk and therefore Lessee assumes all liabilities of injury and damage to all persons and property that may be caused by continued use.

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**

**CAUTION!** Read before initialing each portion of this waiver agreement.

**DISCLAIMER**

Initial : \_\_\_\_\_

This rental agreement waiver and release of liability, assumption of risk, and (Lease agreement) is applicable to all renters, operators, passengers, and users of equipment provided by Action and includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Action. The LESSEE agrees the He/She is also signing the release on behalf of any minor children for whom He/She is parent, guardian, or otherwise responsible for care, custody and control. LESSEE agrees the He/She will disclose to Action all potential operators, passengers, and users of said equipment. LESSEE further agrees that He/She will be personally liable for any damages to the undisclosed individual, even if such damages arise out of the negligence or fault of Action. Action is not responsible for any injuries or damages to undisclosed operators and passengers, and undisclosed operators or passengers are not allowed to use any watercraft or equipment of the Action company.

**EXPRESS ASSUMPTION OF RISK - CAUTION!** Read before signing.

Initial : \_\_\_\_\_

LESSEE acknowledges that the operation of a watercraft has inherent risks that may lead to bodily injury or death. LESSEE further understands that He/She and/or any passenger and/or users are not bound or required to participate in any activities presented to them, but have willingly and voluntarily decided to participate. As LESSEE, I have no health restrictions which would prevent me from participating in any activities or entering into this agreement. I realize that I and all passengers and/or users are free to refuse to participate in any or all activities including those I/they feel uncomfortable with or which I/they feel cannot be completed safely. I/they knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, associated with the lease operation, or use of associated craft even if arising from the negligence, act, or omission of Action, and assume full responsibility for my participation.

**RELEASE OF LIABILITY - CAUTION!** Read before signing

Initial : \_\_\_\_\_

LESSEE hereby release and hold harmless Action from all liability, claims, demands or causes of action for any injury, disability, death, or loss or damage to person or property sustained by me; any adult passengers and/or minor children or passengers for who I/they am/are a parent, legal guardian, or otherwise responsible whether caused by the negligence of Action or otherwise. This includes any injury, disability, death, or loss or damage to person or property incurred as a result of hidden, latent or obvious defect on the watercraft or any of the equipment used, or any failure to properly instruct, supervise or train.

**COVENANT NOT TO SUE - CAUTION!** Read before signing

Initial : \_\_\_\_\_

As part of the consideration for using the leased equipment, I, the LESSEE, along with all passengers promise not to sue or make a claim against Action for any damage or loss suffered as a result of my participation in the leased activities. It is the intent of this lease agreement to fully and completely release Action from all claims.

**LIABILITY TO THIRD PARTIES - CAUTION!** Read before signing

Initial : \_\_\_\_\_

LESSEE agrees to indemnify and hold harmless Action for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned’s custody, care, and control, as a result of any and all activities related to the lease, operation and/or use of equipment provided by Action, even if such damages arise out of the negligence or fault of Action.

**GENERAL TERMS AND CONDITIONS**

Initial : \_\_\_\_\_

This agreement sets forth the entire agreement between LESSEE and Action, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this agreement . Additionally, the consideration recited herein is the full, complete and entire consideration for this agreement, and there is no further consideration to be paid by any party to any other party other than recited herein.

Initial : \_\_\_\_\_

If any provision or part of a provision of this agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain valid and enforceable by any party. This agreement shall be governed by and construed under the state of Wisconsin in the event Action prevails in any litigation or claim relating to the enforcement of the provisions contained herein. LESSEE agrees to pay and indemnify Action for its litigation expenses including reasonable legal fees and court costs.

**WATERCRAFT DELIVERY FEES - CAUTION!** Read before signing

Initial : \_\_\_\_\_

LESSEE agrees to the following delivery fees: Free delivery to PowersLake, Twin Lakes, and Bohners Lake; \$30 delivery charge to Silver Lake, Paddock Lake, and Browns Lake;\$50 delivery charge to Geneva Lake, Lake Como, and Lake Delavan. We will deliver to other lakes—please call for delivery charge information. Note: there is an additional \$50 charge on all rentals to Geneva Lake.

**WATERCRAFT FUEL FEES - CAUTION!** Read before signing

Initial : \_\_\_\_\_

The Watercraft Lease Fee does not include additional fuel refills. The watercraft will be delivered with a full fuel tank. You may refuel as necessary or contact Action when needing additional gas. If we send someone to refuel the watercraft it will be billed at a minimum of \$5.50 per gallon plus a \$100 delivery charge. At the end of your rental, Action will refuel the watercraft and bill you for your gas usage.

## WATERCRAFT LEASE FEES

- |   |  |
|---|--|
| <input type="checkbox"/> The Atlantis 220 Tri-log- \$2,700 per week<br>Maximum 12 people or 2462 pounds<br><input type="checkbox"/> The Atlantis 2303 - \$2,000 per week<br>Maximum 14 people or 2867 pounds<br><input type="checkbox"/> The Party Barge- \$1,800 per week<br>Maximum 18 people or 2260 pounds<br><input type="checkbox"/> The Elite - \$1,750 per week<br>Maximum 9 people or 1410 pounds<br><input type="checkbox"/> The Resorter - \$850 per week<br>Maximum 4 people or 555 pounds<br><input type="checkbox"/> 1 Kayak - \$125/week <input type="checkbox"/> 2 Kayaks - \$200/week <input type="checkbox"/> Floating Party Mat \$150/week<br><input type="checkbox"/> 1-2 Person Tube - \$100/week <input type="checkbox"/> Ski - \$100/week <input type="checkbox"/> Tube & Ski \$150/week | <input type="checkbox"/> The Atlantis 220 - \$2,500 per week<br>Maximum 11 people or 2138 pounds<br><input type="checkbox"/> The Sundancer - \$2,500 per week<br>Maximum 15 people or 3700 pounds<br><input type="checkbox"/> The Island Breeze 212- \$1,800 per week<br>Maximum 9 people or 1857 pounds<br><input type="checkbox"/> The VIP—\$1,650 per week<br>Maximum 8 people or 1285 pounds |
|---|--|

### RENTAL/LEASE AGREEMENT

I/we, \_\_\_\_\_ and \_\_\_\_\_ agree to lease the above checked craft.

I/we have read this lease agreement and initialed all necessary paragraphs.

I/we have provided Action a security deposit in the amount of \_\_\_\_\_ dollars by  Check  Cash  Credit Card  Debit Card (4% Surcharge on Credit & Debit Transactions.)

**NOTICE: Wisconsin State and Local Sales Tax (5.5%) will be added to all fees.**

Beginning Lease date: \_\_\_\_\_ Return date: \_\_\_\_\_

Return date pick up time is 4:00pm unless otherwise agreed upon in advance. \_\_\_\_\_

\_\_\_\_\_  
 /S/  
 Action Representative\*

\_\_\_\_\_  
 /S/  
 Primary LESSEE Signature\*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

### Boat Delivered and Picked Up at the following location:

\_\_\_\_\_  
 Lake

\_\_\_\_\_  
 Pier/Dock

\_\_\_\_\_  
 Name of Location

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City

\_\_\_\_\_  
 Notes

\* /S/ Signatures are legally binding under the Federal E-Sign Act. Signatories can opt out of the E-Sign Act by signing contract in person.

## WATERCRAFT INSPECTION

	PRE-RELEASE INSPECTION	FINAL INSPECTION
Exterior & Bimini Top		
Seats & Upholstery		
Flooring		
Ladder		
Motor		
Stereo & Speakers		

## INVENTORY CHECK LIST

ITEMS	QTY		COST PER UNIT UNRETURNED	ITEMS	QTY		COST PER UNIT UNRETURNED
	PRE	AFTER			PRE	AFTER	
Life Jackets			\$30	Lanyard & Keys			\$35
Bumpers			\$15	Oar			\$30
Mooring Ropes			\$15	Boat Hook			\$50
Anchor			\$50	Wake Board			\$450
Cushion			\$15	Skis			\$200
Whistle			\$10	Tube			\$200
Fire Extinguisher			\$50	Ski/Tube Rope			\$50

LESSEE acknowledges all items indicated above are true and accurate and accepts all responsibility for items and damages as stated within this lease agreement.

LESSEE Signature \_\_\_\_\_