

BOAT RENTAL AGREEMENT, LIABILITY WAIVER & CHARGE AUTHORIZATION

North Shore Boat Rentals | 1349 S Robert Street, STE 2, West St. Paul, Minnesota 55118

Important: This document is designed to replace the generic equipment lease with a stronger boat rental agreement for use with Square Appointments. Have a Minnesota attorney review before using with paying customers.

1. Parties

This Boat Rental Agreement, Liability Waiver & Charge Authorization ("Agreement") is entered into by and between **North Shore Boat Rentals** ("Company," "Lessor," "we," "us," or "our") and the customer identified in the Square appointment, booking form, or signature page ("Renter," "Lessee," "you," or "your").

2. Rental Information

Renter Name	_____
Phone / Email	_____
Rental Date	_____
Start Time / Return Time	_____
Launch / Return Location	_____
Primary Operator	_____
Number of Passengers	_____

3. Equipment Covered

The rental includes the vessel and equipment listed below, together with any other accessories, safety gear, keys, ropes, anchors, covers, or add-ons provided by North Shore Boat Rentals.

Vessel: 2026 Sylvan Mirage 822 LZ Pontoon, Yamaha 115 HP, capacity up to 12 passengers or the manufacturer rated weight capacity, whichever is reached first.

Included equipment: life jackets, anchor, dock lines, first aid kit, safety equipment, and any included accessories provided at departure.

4. Reservation, Payment & Square Appointment Acceptance

Full payment is due at the time of booking unless North Shore Boat Rentals agrees otherwise in writing. A reservation is not confirmed until payment has been successfully processed. By booking through Square Appointments, checking an agreement box, submitting payment, signing electronically, or using the vessel, Renter agrees to this Agreement.

Any promotional discount, credit, or special price must be approved before the rental begins. Discounts cannot be applied after the rental is completed unless approved by North Shore Boat Rentals.

5. Security Deposit, Card on File & Charge Authorization

Renter authorizes North Shore Boat Rentals to keep a payment card on file and to place a security deposit hold or charge in the amount disclosed at booking. Unless otherwise stated, the standard security deposit is **\$500**.

Renter authorizes North Shore Boat Rentals to charge the card on file for any unpaid rental balance, damages, missing equipment, fuel shortage, excessive cleaning, late return fees, towing, recovery costs, chargeback losses, collection costs, or other amounts owed under this Agreement.

The deposit may be applied against amounts owed. Any remaining refundable amount will be released or refunded after post-rental inspection and processing by the payment provider. Bank processing times may vary.

6. Cancellation, No-Show & Rescheduling Policy

More than 72 hours before departure: eligible for full refund or reschedule. **Within 72 hours:** non-refundable unless approved by North Shore Boat Rentals or required by law. **No-shows:** non-refundable. A renter arriving more than 30 minutes late without communication may be treated as a no-show.

Rescheduling is subject to availability. North Shore Boat Rentals may require any price difference for a new date, holiday, longer rental, or upgraded service.

7. Weather Policy

Rain alone does not automatically qualify for refund, cancellation, or rescheduling. North Shore Boat Rentals has the final authority to determine whether conditions are unsafe, including lightning, severe thunderstorms, dangerous winds, hazardous waves, restricted visibility, or other unsafe boating conditions.

If North Shore Boat Rentals cancels due to unsafe weather before departure, the renter may receive a reschedule or refund, as determined by North Shore Boat Rentals. Once the vessel has departed, refunds are not guaranteed unless approved by North Shore Boat Rentals.

8. Operator Requirements & Minnesota Boating Compliance

The primary renter must be at least **21 years old**, provide a valid government-issued photo ID, and be financially responsible for the vessel and all passengers. Any operator must satisfy all federal, state, and local boating requirements applicable to the rental.

If required by Minnesota law or North Shore Boat Rentals policy, the operator must complete the applicable Minnesota watercraft rental course or safety education requirement before operating the vessel. Renter is responsible for ensuring the operator is qualified, sober, and capable of safe operation.

9. Safe Operation

Renter agrees to operate the vessel carefully, prudently, and in compliance with all boating laws, posted rules, lake restrictions, no-wake zones, navigation markers, speed limits, and instructions from North Shore Boat Rentals.

Reckless operation, negligent operation, unsafe docking, overloading, wake jumping, racing, ignoring no-wake zones, or allowing an unauthorized operator to drive is a material breach of this Agreement and may result in termination of the rental without refund.

10. Prohibited Activities

The following are prohibited unless expressly approved in writing by North Shore Boat Rentals:

- Smoking or vaping onboard
- Illegal drugs or controlled substances
- Operating under the influence of alcohol or drugs
- Glass containers, kegs, fireworks, grills, or open flames
- Pets or animals
- Beaching, grounding, or intentionally running the vessel onto shore
- Towing tubes, skiers, inflatables, or other watercraft unless specifically authorized
- Commercial use, subleasing, or paid passenger service
- Night operation unless specifically approved
- Exceeding passenger or weight limits

11. Alcohol Policy

Alcohol may be allowed for passengers only if permitted by law and Company policy. The operator must remain completely sober. Operating the vessel under the influence of alcohol or drugs is strictly prohibited and may result in immediate termination

of the rental without refund, law enforcement involvement, and charges for damages or recovery costs.

12. Passenger Capacity & Passenger Responsibility

Maximum occupancy is 12 persons or the manufacturer rated weight capacity, whichever limit is reached first. Children count as passengers. Renter is responsible for the conduct, safety, and compliance of all passengers and guests. Renter must ensure all required life jackets are used as required by law and that minors are supervised at all times.

13. Check-Out Inspection & Acceptance of Vessel

Before departure, Renter must inspect the vessel and equipment and immediately report any visible damage, missing equipment, or safety concerns. Departure from the dock or launch area constitutes acceptance of the vessel and equipment in good working condition except for items documented before departure.

North Shore Boat Rentals may photograph or video record the vessel and equipment before departure and after return to document condition, cleanliness, fuel level, and included equipment.

14. Return of Vessel

The vessel must be returned to the designated launch, dock, marina, or return location by the scheduled return time and in substantially the same condition as received, ordinary wear and tear excepted. Renter remains responsible until North Shore Boat Rentals has possession of the vessel and completes check-in.

Renter may not abandon the vessel, leave it unattended without approval, return it to an unapproved location, or give possession to any third party.

15. Late Return Fees

Late returns disrupt other bookings and operations. Unless approved before the scheduled return time, late returns will be charged at **\$150 per hour or any portion of an hour**, plus any additional losses caused by the delay, including credits owed to later customers, staffing costs, marina costs, or recovery expenses.

16. Fuel Policy

Unless otherwise stated at booking, the vessel must be returned with approximately the same fuel level as departure. Fuel shortages may be charged at the current marina or replacement fuel rate plus a **\$50 refueling service fee**. Running out of fuel, improper fueling, contaminated fuel, or fuel-related negligence is the responsibility of the renter.

17. Cleaning Fee

Renter must remove trash and personal items and return the vessel reasonably clean. Excessive cleaning may result in a fee of up to **\$300**, including but not limited to mud, food mess, bodily fluids, vomit, smoking residue, fish residue, stains, spills, or abnormal trash.

18. Damage, Loss & Missing Equipment

Renter is financially responsible for damage to the vessel, motor, propeller, upholstery, flooring, electronics, bimini, ladder, table, stereo, dock lines, safety equipment, keys, anchors, covers, and accessories during the rental period, regardless of whether damage is caused by Renter, an operator, passenger, guest, weather exposure after negligent operation, collision, grounding, theft, or improper use.

North Shore Boat Rentals may obtain repair estimates and charge renter for the reasonable cost of repair, replacement, parts, labor, diagnostic fees, haul-out, towing, recovery, loss of use, administrative costs, and other related expenses allowed by law.

19. Mechanical Breakdown & Emergency Procedure

Renter must immediately contact North Shore Boat Rentals in the event of breakdown, grounding, collision, injury, missing equipment, law enforcement contact, or unsafe conditions. Renter must not continue operating the vessel if doing so may cause additional damage or create a safety risk.

Mechanical issues not caused by renter negligence may be handled through repair, rescue, reschedule, partial credit, or other remedy determined by North Shore Boat Rentals. Issues caused by negligence, improper operation, running out of fuel,

overloading, grounding, or violation of this Agreement remain the renter's responsibility.

20. Assumption of Risk

Boating involves inherent risks, including drowning, collision, falls, propeller injuries, weather changes, equipment failure, waves, wakes, submerged objects, slips, and injuries caused by other boaters or passengers. Renter voluntarily assumes all risks associated with use, operation, loading, unloading, docking, swimming, boarding, and passenger activity related to the vessel.

21. Release of Liability & Indemnification

To the fullest extent permitted by Minnesota law, Renter releases and agrees to defend, indemnify, and hold harmless North Shore Boat Rentals, its owners, members, managers, employees, contractors, agents, insurers, affiliates, and representatives from claims, demands, damages, losses, liabilities, injuries, death, property damage, costs, attorney fees, and expenses arising out of or related to the rental, operation, possession, or use of the vessel, except to the extent caused by the gross negligence or willful misconduct of North Shore Boat Rentals where such limitation is not permitted by law.

22. Insurance

North Shore Boat Rentals may maintain commercial marine or other insurance for its own protection. No insurance is promised to Renter or passengers unless specifically stated in writing. Renter remains responsible for damages, deductibles, uncovered losses, excluded losses, and amounts not paid by insurance to the extent permitted by law.

23. Tickets, Fines, Towing & Law Enforcement

Renter is responsible for all citations, fines, penalties, towing charges, impound charges, launch fees, parking violations, law enforcement charges, and regulatory violations arising during the rental period or caused by renter, operator, or passengers.

24. Personal Property

North Shore Boat Rentals is not responsible for lost, stolen, wet, damaged, or forgotten personal property, including phones, wallets, keys, clothing, coolers, electronics, and valuables.

25. Captain Service / Optional Operator

If captain service or an operator is offered, the service must be booked and paid for separately unless included in writing. A captain or operator may terminate or modify the rental for unsafe passenger behavior, weather, intoxication, violation of law, or violation of Company policy. Captain service does not waive passenger conduct rules or damage responsibilities caused by passengers.

26. Electronic Records, Signature & Square Consent

Renter agrees that electronic records, digital signatures, initials, typed names, checkbox acceptance, payment submission, text message confirmation, and Square Appointments acceptance may be used to prove agreement to these terms. Renter consents to receiving booking documents, receipts, policy notices, and communications electronically.

27. Default, Collection Costs & Chargebacks

Failure to pay amounts owed, unauthorized chargebacks, false claims, refusal to return equipment, violation of this Agreement, or damage to the vessel constitutes default. Renter agrees to pay reasonable collection costs, attorney fees, court costs, arbitration costs, and administrative expenses incurred to collect amounts owed or enforce this Agreement, to the extent permitted by law.

28. Dispute Resolution, Governing Law & Venue

This Agreement is governed by the laws of the State of Minnesota. The parties will first attempt to resolve disputes in good faith. If not resolved, disputes may be submitted to mediation and then binding arbitration or court as permitted by law. Any court proceeding shall be brought in a court with proper jurisdiction in Minnesota unless otherwise required by law.

29. Entire Agreement, Severability & Amendment

This Agreement, the Square booking details, signed waivers, add-on selections, condition reports, and written policies provided by North Shore Boat Rentals are the entire agreement between the parties. If any provision is found invalid or unenforceable, the remaining provisions remain enforceable. Any changes must be in writing and approved by North Shore Boat Rentals.

30. Renter Acknowledgments

- I have read and agree to this Agreement.
- I understand payment, cancellation, weather, fuel, damage, and late return policies.
- I accept responsibility for all passengers, operators, damages, missing equipment, and unpaid charges.
- I understand boating involves risk of injury, death, and property damage.
- I authorize North Shore Boat Rentals to charge my card on file for amounts owed under this Agreement.
- I understand electronic acceptance through Square is legally binding.

31. Signature

LESSOR: North Shore Boat Rentals

LESSEE / RENTER

Signature: _____

Signature: _____

Name/Title: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT A - EQUIPMENT SCHEDULE

This Exhibit A is incorporated into and made part of the Boat Rental Agreement, Liability Waiver & Charge Authorization.

Item	Description / Notes
Vessel	2026 Sylvan Mirage 822 LZ Pontoon
Motor	Yamaha 115 HP
Capacity	Up to 12 passengers or manufacturer weight capacity, whichever is reached first
Included Safety Gear	Life jackets, first aid kit, fire extinguisher, anchor, dock lines, emergency/safety equipment
Accessories	Bluetooth / stereo, removable table, swim ladder, bimini top, and other accessories provided at departure
Optional Add-Ons	Tube, cooler, captain service, delivery, or other add-ons only if selected and approved

Condition Notes Before Departure

Condition Notes Upon Return

Prepared for North Shore Boat Rentals based on the uploaded Equipment Lease and requested Square appointment contract clauses.