



**Rental Agreement  
Motion Powersports Rentals LLC  
6696 Fairway Circle  
Windsor, WI 53598  
(608) 220-0207**

[contact@motionpowersportsrentals.com](mailto:contact@motionpowersportsrentals.com)

**(Primary Renter Name)** \_\_\_\_\_  
**(Renter Address)** \_\_\_\_\_  
**(Renter City, State, Zip)** \_\_\_\_\_  
**(Renter Contact Phone)** \_\_\_\_\_  
**(Renter Email)** \_\_\_\_\_

**THIS RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN  
RENTER(S) AND MOTION POWERSPORTS RENTALS LLC**

**1. RENTAL PROPERTY:**

Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Vin: \_\_\_\_\_

**2. RENTAL PROPERTY:**

Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Vin: \_\_\_\_\_

**2. RENTAL DATES:** Start Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_, End Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Delivery Time: \_\_\_\_\_ Pick Up Time: \_\_\_\_\_

**3. RENTAL RATE:** \_\_\_\_\_  
3a 1st ADD-ON: \_\_\_\_\_  
3b 2nd ADD-ON: \_\_\_\_\_

**4. TOTAL RENTAL COST: \$** \_\_\_\_\_

**5. TAX AND FUEL:** All rentals units will come with a full tank of gas. All rentals will be charged the cost of the gas used after the rental is complete. Deliveries will be of no cost up to 30 miles, any delivery greater than 30 miles will be charged a \$50.00+ delivery fee.

**6. INSPECTION OF EQUIPMENT-** Owner(s) certify that the watercraft(s) are in good mechanical and physical condition. Renter(s) will inspect said Equipment and leases the same without any representations by Owners(s). If equipment has damage or problems Renters(s) must report damage on the provided form. Renters(s) will be held responsible for any damage to the rental that is no reported at the time of delivery.



7. **DAMAGES TO EQUIPMENT - The Damage Deposit:** A damage deposit of \$500.00 will be collected for each watercraft rented. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, User agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she who is known to Motion Powersports Rentals LLC as the User, is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jacket, or any safety items, if these items are **in any way** lost, stolen or misplaced during the rental period. Should any damages exceed the \$500.00 damage deposit, Motion Powersports Rentals LLC will provide an itemized repair bill, including lost rental time. The itemized repair bill, including lost rental time, must be paid in full upon User's presentation of the bill. The security deposit shall not bear interest.

8. **THEFT OR LOSS:** In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment

9. **INSURANCE:** Motion Powersports Rentals LLC offers NO insurance coverage for equipment damages incurred during your rental period. Please check your homeowner, auto, or credit card policy to see if there is an endorsement available to you.

10. **WATERCRAFT OPERATION:** Renter(s) acknowledge and agree that the Equipment will be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is a qualified operator of said Equipment; that Renter(s) will not allow any other persons except a member of their party to operate the equipment. Renter(s) will be responsible for all such operation. Renter(s) will not operate the Equipment, or permit anyone to operate the Equipment, while under the influence of alcohol or drugs. Renter(s) will be responsible for the operation of the equipment within all laws.

11. **WATERCRAFT USE:** The Renter(s) agrees not to permit the use of or to use the watercraft for transportation of persons or property for hire and **not to allow more than the maximum listed weight or capacity** upon the watercraft at any one time.

12. **REPAIRS – SERVICE CALLS:** Renter(s) acknowledges and understands that Owner(s) cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the Owner(s). Should a repair person make a call to repair or replace a unit that is found to be in working order and the problem was due to Renter(s) oversight or neglect or misuse, Renter(s) agrees that the repair call costs may be deducted from the Renter(s) security deposit.

13. **LOSS OF RENTER(S) PROPERTY:** It is expressly agreed that Owner(s) shall not be liable for loss of or damage to any property left of stored by Renter(s) or any other person in or upon said equipment after return thereof to Owner(s). Renter(s) agree to hold Owner(s) harmless from and against any such claims.



14. **RETURN OF EQUIPMENT:** Renter(s) acknowledges and understands that they will return the Equipment to dock at an agreed upon time on the end date of this contract.

### **LIABILITY AGREEMENT**

A. **RELEASE, REMISE, AND DISCHARGE** Motion Powersports Rentals LLC, the owners and operators of the watercraft(s) sponsored by Motion Powersports Rentals LLC (hereinafter referred to as "releasees"), from all liability to me, my personal representatives, heirs, next of kin, administrators, successors, and assigns, and for any and all loss or damage, any claims or demands on account of injury to me or any other person, whether or not the injury results in death, or damage to any property whether or not the property is owned by me, arising from, or in any related to my presence on the premises occupied by Motion Powersports Rentals LLC, and/or my participation in any activities sponsored by Motion Powersports Rentals LLC. INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE, INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE RELEASEES' NEGLIGENCE.

ENTIRE AGREEMENT - The Renter(s) and Owner(s) acknowledge that this Agreement contains the full and complete agreement between the parties relating to the subject matter herein, that there are no oral, written or implied agreements or other modifications not specifically set forth herein, and that this Agreement supersedes all prior agreements or understandings, if any, between the parties, whether written or oral relating to the subject matter herein. The parties further agree that no modification of this Agreement may be made except by means of a written agreement or memorandum signed by the parties.

Parties agree that they have read this document in its entirety and agree to all terms and conditions.  
Motion Powersports Rentals LLC

**Name Printed:** \_\_\_\_\_

**User Signature:** \_\_\_\_\_