

RAINTREE LAKE PROPERTY OWNERS ASSOCIATION PONTOON RENTAL CONTRACT

THIS CONTRACT entered into for the _____ day of _____,
20____ by and between Raintree Lake Property Owners Association, Inc., (RLPOA)
and _____ a RLPOA Member, whose lot
number is _____, and address is _____

hereinafter referred to as Member:

WITNESSETH; that the RLPOA, as Owner of the pontoon, hereby agrees to
allow the Member in good standing, use of the Raintree pontoon, for the designated
time as stated below:

Time: From: _____ AM/PM To: _____ AM/PM

In consideration for the use of the pontoon, the Member agrees to the following:

1. All RLPOA Rules and Regulations and Missouri Waterway Rules must be observed.
2. All occupants must wear life jackets while on board the pontoon.
3. The pontoon will only be rented to Raintree property owners who are 18 years of age or older.
4. Occupancy on the pontoon will not exceed 18 persons.
5. Careless and imprudent operation of the pontoon will not be tolerated and will result in forfeiture of deposit and rental pontoon.
6. The lessee and a RLPOA employee will complete a check list just prior to taking the pontoon out and when the pontoon is returned.
7. Absolutely no grilling will be permitted on the pontoon.
8. In the event of any technical difficulties with the pontoon, the Lessee agrees to immediately contact the RLPOA office at 537-7576, or the RLPOA Lake Patrol at 520-3893, or so the patrol can be dispatched to assist the pontoon to dock.
9. To make no alterations to the pontoon, and to use no decorations, or bring other materials or substances onto the pontoon which are not in compliance with the insurance coverage of the RLPOA, or which are in violation of any local, state, or federal law.
10. To be responsible for the repair of any and all damage to the pontoon, dock, or other property belonging to RLPOA or damage to other vessels on Raintree Lake.
11. The Member agrees to allow RLPOA personnel on duty to make periodic safety/security checks. RLPOA personnel will have authority to terminate the Member's use of the pontoon if he/she finds violations to the contract.
12. The Member agrees to indemnify and hold harmless the RLPOA from any liability resulting from the use of the pontoon.

13. The members agrees that a rental fee in the amount of \$ _____ and a refundable damage deposit of \$250 will be charged for the pontoon. These amounts must be paid in cash (check) prior to the use of the pontoon. Any cancellation by Member will result in a \$50 cancellation fee, if cancellation is given in less than 24 hours.
14. Member is responsible for cleaning of pontoon and repairing any and all damage to the pontoon, furnishings, or other property or the replacement thereof belonging to RLPOA which occurs during the rental period.
15. Reasonable cost of repair, replacement, or cleaning (damages) will be deducted from the deposit to restore the pontoon to the original condition. Damages in excess of the deposit will be billed to the Member. Unpaid damages will be subject to a lien against the member's property located in the counties of Jackson and Cass, City of Lee's Summit, Missouri, and membership privileges shall be suspended until such time the damages and other associated fees (i.e., lien filing fees, etc.) are paid in full.
16. The Member will accompany the pontoon at all times. The Member agrees to be responsible for the conduct of guests and, in cases of improper conduct, may be subject to arrest by the Lee's Summit, police.
17. It is the Member's responsibility to return to pontoon boat on time. The following late fee(s) will be assessed. \$25.00 for up to the first 30 minutes. An additional \$25.00 for the next 30 minute period up to the first one hour. After one (1) hour, you shall forfeit your \$250.00 deposit
18. In all cases and regardless of the lease and/or owner status of those specific parties associated with this agreement, the lessee owning the Lot at RLPOA accepts sole responsibility for adherence to all provisions herein and for all operational procedures as required by RLPOA to properly administrate this agreement. Lessee agrees to hold RLPOA harmless for Lessee's acts of omission, or those of Lessee's agent, invitees or assigns, which might or do result in property damages or personal injury to others. In the event of breach of any provisions of this Agreement, this Agreement may be canceled and any pre-paid rent by the Lessee will be forfeited to the RLPOA. Further, in the event of any breach of the provisions of this Agreement by Lessee requiring action by RLPOA at law or an equity to enforce same, Lessee agrees to be responsible for RLPOA's attorney fees and court costs.

The UNDERSIGNED has set their hands on the _____ day of _____, 20_____.

Member's Signature

Agent for RLPOA