

**NON MOTORIZED BOAT DAILY RENTAL DAYS, TIMES**  
**Monday – Saturday: 8:00AM – 7:00 PM or 8:00 PM during DST**  
**Sunday: 12 Noon – 3:30PM**

**NON MOTORIZED RENTAL AGREEMENT**

Rental Date: \_\_\_\_\_

Rental Time: From: \_\_\_\_\_ To: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Reservations will be held upon execution of this agreement. Reservations may not be made or temporarily held via telephone or email.

**To be completed by Association staff before reservation is completed:**

Initial	Rental	Rental Fee	Notes
	Non Motorized Boat	Free of Charge	
<b>Checklist</b>			
	Underage Waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Lifejackets Needed Child	SM MD LG	
	Lifejackets Needed Adult	SM MD LG	

**Under 18 Non Motorized Boat Waiver**

*Children ages 12 - 17 are eligible to rent non motorized boat with signed waiver.*

**Minor Information**

CHILD ID Card #: \_\_:\_\_:\_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

**WAIVER AND RELEASE:** I hereby, for myself and heirs, waive and release any and all rights and claims for damages I may have against Towne Lake Community Association Inc., the developer, its directors, officers, management, and staff. I verify I am physically and mentally fit and a licensed medical doctor has verified my physical and mental condition for participation on this type of use for non motorized activities during the last six months.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Parent Signature (if child is under 18)

\_\_\_\_\_  
HOA Representative

\_\_\_\_\_  
Date

### 1. Agreement

This Agreement sets forth the terms and conditions for the agreement by and between the Towne Lake Community Association, Inc., (the "Association") and an authorized renter of the Towne Lake Community Association Pontoon Boat (the "Renter").

Renter warrants and guarantees they will be present at all times and that they will be responsible for and in control of the guests for the duration of the rental period.

Renter warrants and guarantees they will not remove the non motorized boat from the Recreational Lake at Towne Lake.

Renter warrants and guarantees they have reviewed this agreement in full. In the event of any inconsistency in representations, this Agreement shall control.

Non motorized boats are prohibited to be on the lake after dusk.

### 2. Term

Renter agrees that use of the non motorized boat shall be limited to the time agreed upon when signing the agreement.

### 3. Grant of Use Privileges.

The Association hereby grants Renter the use of the Non Motorized Boat for an agreed upon term.

Reservations will be held upon execution of this agreement. Reservations may not be made or temporarily held via telephone or email.

### 4. Prohibited Activities.

No smoking is permitted on the non motorized boat or in the Marina. Renter shall not commit or allow to be committed any waste on the non motorized boat, create or allow any nuisance to exist on the non motorized boat, or use or allow the non motorized boat to be used for any unlawful purpose. The foregoing restriction applies without limitation to Renter and guests. Disruptive or inappropriate behavior, abuse of the non motorized boat, failure to abide by the terms of this Agreement of applicable Rules and Regulations, or any other action by or on behalf of Renter or any guests deemed by the Association or its agents not to be in the best interests of the Association or the community shall be grounds for immediate termination of this Agreement, without recourse by Renter. Any excessive noise shall be deemed a nuisance when it unreasonably disturbs the peace, quiet, and comfort of the community residents.

### 5. Condition of Non Motorized Boat.

Renter agrees to surrender the non motorized boat at the end of the rental period in the same condition as when Renter took possession and **expressly agrees to pay the Association for any and all damage which may occur during the rental period.** The Renter is responsible for all clean up and trash removal at the end of the rental. An inspection of the non motorized boat at by the Association after the rental will determine potential charges to the renter or HOA account. Renters are encouraged to be present during the post rental inspection of the non motorized boat.

**Initial**        6. General Indemnity

Each person who uses the non motorized boat does so at his/her own risk. Each user, for himself/herself and on behalf of his/her guests releases CW SCOA WEST, LP, Caldwell Companies, Harris County MUD 500 and Towne Lake CAI, and each of their respective officers, directors, employees and agents, from any liability relating to the use of the non motorized boat, and agrees to indemnify and hold harmless CW SCOA WEST, LP, Caldwell Companies, Harris County MUD 500 and Towne Lake CAI, and each of their respective officers, directors, employees and agents from and against any and all claims, suits, demands, losses, causes of action, and damages in any way relating to the use of the Boat by such renter and renter guest.

7. Reservations

Your rental is deemed to be reserved at the time of execution of this rental agreement.

8. Lifejackets

Lifejackets are available from the Association, and are included in the rental fee. Lifejacket availability may be limited depending on the number of renter and passenger as well sizes of the renter and passenger. It is the responsibility of the renter, at the time of making a reservation, to ensure enough lifejackets are available from the Association for each passenger. In the event not enough lifejackets are available from the Association, it is the responsibility of the renter to outfit each passenger with a lifejacket.

9. RENTER AGREES AS FOLLOWS:

The non motorized boat is to be used solely by renter and his/her guests.

The renter acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.

The non motorized boat not be moved or trailered from Towne Lake.

The renter has familiarized himself/herself with Towne Lake.

The renter Towne Lake CAI Lake Use Rules as posted on the Towne Lake website, and agrees to read them and ask HOA staff if there are any rules they do not understand.

The non motorized boat not be operated in a negligent manner.

The non motorized boat not operated under the influence of drugs or alcohol.

The equipment stated as the contents of the non motorized boat are present and that renter is responsible for any damage or missing contents regardless of reason that occurs during the rental period.

Renter has experience as to operation of a non motorized boat and is familiar with the laws and safety requirements of operating the non motorized boat, is 12 years of age and has sign waiver approval by a parent or guardian before rental.

Renter will insure that all passengers will have properly fitted life jackets on when using non motorized boat. That renter has no mental or physical impairment that will interfere with the safe operation of the non motorized boat.

Renter is responsible for all damage to non motorized boat or to property of others whether he/she is negligent or the cause of the damage.

Renter is responsible for any and all injuries that occur to himself, herself, passengers or third parties during the rental period whether renter was the cause of the injury.

Renter agrees to hold harmless owner from any claim by a passenger or third party for any damage that arises from the use of non motorized boat during rental period including reasonable attorney fees.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that renter will immediately report same to owner. Continued use of it shall be entirely at the renter's risk and thus renter assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

10. **Emergencies, CALL 911**

11. **Non Life Threatening Emergencies**

Daniel Altamirano: 832-773-4893  
Karen Young: 281-639-8292  
Lake House: 281-213-4132

**Renter**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Print Name:** \_\_\_\_\_

**Facility Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_