

Boat Rental Agreement

Between

Lorrie and Glenn Foster (“Owners”)
5705 Holmes Hill Road, Conesus, NY 14435
585-346-3429

and

SAMPLE NAME (“Renter(s)”)

SAMPLE ADDRESS

585—XXX-XXXX

sample@sample.sample

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER(S) AND OWNERS LISTED ABOVE

1. RENTAL PROPERTY:

1996 Premier Sunsation 24’ Pontoon with 75HP Motor (“Equipment”)

2. RENTAL DATES: Saturday, June XX, 2103 Xpm (Start Date/Time) to
Saturday, June XX, 2103 Xam (End Date/Time)

3. RENTAL RATE: \$XX TOTAL WITH DEPOSIT: \$XX

4. SECURITY DEPOSIT: Deposits are returned within 1 week of completion of the rental period provided no damage to the Equipment is found and no additional changes have been occurred due to sections 9, 11, 12, 15 and 16.

5. CANCELLATION POLICY: If you must cancel your reservation, Renter(s) deposit will only be refunded if Renter(s) give Owners at least 14 days’ notice before Rental Start Date.

6. NO SHOW/REFUND POLICY: Owners commits to having boat available at agreed check-in time for the agreed upon number in party and Owners are not responsible for Renter(s) inability to arrive or if Renter(s) chooses to depart early for any reason or if a member of Renter(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered. NO REFUNDS will be made due to poor weather.

7. FUEL: At the start of the rental period the Equipment will be provided to the Renter(s) with a Full tank of gasoline. Renter(s) acknowledges and agrees that they are responsible for all fuel used in the boat. Renter(s) acknowledge and agrees that they will return the boat with a FULL tank of gas at the end of the rental period. Renter(s) acknowledge and agree that if the boat is not returned with a full tank of gas that they will be responsible for the cost to return the fuel level to full agree that this cost will be deducted from their deposit.

8. INSPECTION OF EQUIPMENT: Owners certify that the boat and motor are in good mechanical and physical condition. Any known damage or problems will be listed on the “Boat Check-Out Sheet” Renter(s) will inspect said Equipment and leases the same without any representations by Owners. If Equipment has damage or problems not listed on the “Boat Check-Out Sheet”, Renter(s) must notify the Owners before use of the boat begins and on the first day of rental.

9. DAMAGES TO EQUIPMENT: Renter(s) acknowledges and understands that Equipment is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental

Equipment is not left in suitable condition, Renter(s) acknowledges and understands that Owners reserves the right to charge Renter(s) for any repairs or special cleaning. Additionally Renter(s) understands and agrees that Owners reserves the right to charge Renter(s) for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter(s) acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing Owners to charge Renter(s) for any damages sustained. Such charges will be removed from the Renter's security deposit. If such charges exceed the deposit amount then the Renter(s) will pay to the Owners within 7 (seven) days of notice the additional amount due.

10. **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.
11. **BOAT 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 boat. 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 boat within all laws. Renter(s) must be at least 25 years of age with a valid driver's license.
12. **BOAT USE:** The Renter(s) agrees not to permit the use of or to use the boat for transportation of persons or property for hire and **not to allow more than twelve persons or the maximum listed weight** (marked on the plate on the doorway to the bow of the boat) upon the boat at any one time. No pets are allowed on the Equipment. Equipment can NOT be used after sunset or before sunrise. Equipment can NOT be used in a reckless, abusive or negligent manner. Equipment can NOT carry any type of hazardous or explosive substance. Equipment can NOT be removed from Conesus Lake, NY.
13. **DOCKING:** Any damage to the Equipment, dock or boats nearby that occurs due to Renter(s) incorrect securing the Equipment is Renter(s) responsibility. Renter(s) is responsible for ALL damages during the period of the entire rental agreement. Do not leave Equipment unattended.
14. **REPAIRS – SERVICE CALLS:** Renter(s) acknowledges and understands that Owners cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify Owners of defective or non-working units. Owners 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 Owners. 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.
15. **LOSS OF RENTER(S) PROPERTY:** It is expressly agreed that Owners 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 Owners. Renter(s) agree to hold Owners harmless from and against any such claims.
16. **INSURANCE OF EQUIPMENT:** No insurance is carried; Renter(s) is responsible for all damage up to replacement value of the Equipment including motor and prop and for all accidents and injury to any person or property. Since boating and/or water sports have many inherent dangers, extreme care must be taken in the operation and use of Owners' Equipment.

17. RELEASE OF LIABILITY

Release of Liability

ASSUMPTION OF RISK: I, the Renter, understand and am aware that boating, skiing, riding water toys are **HAZARDOUS** activities. I, the Renter, understand that the sport of boating, skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the user's body and possible **DEATH**. I, the Renter, hereby agree to freely and expressly assume and accept any and all risks in the use of the Equipment rented.

_____ (**Initials of Renter(s)**)

LIABILITY AGREEMENT: I, the Renter, hereby release from any legal liability, the Owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, the Renter(s), the full responsibility for any and all such damages or injury which may result. It is understood and agreed that the Rental Fee is a presently earned fee for the use of the equipment and that the Security Deposit is a deposit against costs of repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to *Owners* pursuant to this agreement. Further, I the Renter(s) am responsible for all damages and/or losses to the equipment or any of its contents during that period.

_____ (**Initials of Renter(s)**)

Owners or its Agent(s) reserves the right to (a) authorize the use of the equipment and (b) revoke the use of the equipment. Decisions on the part of *Owners or its Agents(s)* with regard to the use of the equipment by **RENTER** are made for safety reasons, including, but not limited to, the following: Unsafe operation of the equipment, lack of sobriety of the **RENTER** and unsafe weather conditions

18. **ENTIRE AGREEMENT:** The Renter(s) and Owners 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. This agreement is binding upon the heirs, successors and assigns of the parties. If any provision of this agreement is found to be void, invalid or unenforceable, such finding shall not affect the validity or enforceability of the any other part of this agreement.

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

_____ Renter(s) _____ Date

_____ Owner(s) _____ Date