

STANDARD BOAT RENTAL LEASE AGREEMENT

COMPANY NAME
 Address
 City State Zip
 Telephone • Fax
 Advertising Line

LESSOR

BETWEEN

AND LESSEE		Address		DATE		Leave Time		Promised Return Date		Actual Return Date	
Name						AM PM					
City		State		Zip		Home Phone		Return Time		Promised Return Time	
						Cell Phone		AM PM		AM PM	
Auto License No.		State		Driver's License No.		State		Social Security No.		MAXIMUM NUMBER OF PERSONS ALLOWED IN BOAT	

Craft (Make/Type)		Size		Serial Number	
Motor (Make/Type)		HP		Serial Number	
				No. Life Jackets	

CHARGES			
PER	<input type="checkbox"/> DAY		
	<input type="checkbox"/> HALF DAY		
_____ HOURS @			
TAX			
TOTAL RENTAL			
OVERTIME CHARGES			
MISC. CHARGES (LIST)			
TAX (If Applicable)			
GRAND TOTAL			
LESS CASH DEPOSIT			
REFUND DUE LESSEE			
AMOUNT DUE LESSOR			

ADDITIONAL ACCESSORY EQUIPMENT REQUESTED		
<input type="checkbox"/> ANCHOR LINE	<input type="checkbox"/> GAS TANK(S)	<input type="checkbox"/>
<input type="checkbox"/> CUSHIONS	<input type="checkbox"/> LIFE JACKETS	<input type="checkbox"/>
<input type="checkbox"/> DOCK LINES	<input type="checkbox"/> OARS	<input type="checkbox"/>
<input type="checkbox"/> FIRE EXTINGUISHERS	<input type="checkbox"/> ROD(S) & REEL(S)	<input type="checkbox"/>
<input type="checkbox"/> FLARE KIT	<input type="checkbox"/>	<input type="checkbox"/>

Special Terms and/or Conditions (If Any)

READ BOTH SIDES OF THIS BOAT LEASE RENTAL AGREEMENT BEFORE SIGNING THIS AGREEMENT

In consideration of the Boat Lease Rental Agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the Rental Craft and accessory equipment described herein (Rental Craft). LESSEE agrees said Rental Craft will not be occupied by a greater number of persons than is shown in this Boat Lease Rental Agreement. In the event the Rental Craft is not returned at the time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE RENTAL CRAFT AND ACCESSORY EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE RENTAL CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE RENTAL CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of this Rental Craft.

I (WE) HAVE READ BOTH THE FRONT AND THE BACK OF THIS BOAT LEASE RENTAL AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS BOAT LEASE RENTAL AGREEMENT.

LESSOR _____ **COMPANY NAME** _____ **X** _____ Date _____
PRINCIPAL LESSEE (I AM OF LEGAL AGE)

By: _____ **X** _____ Date _____
CO-LESSEE (I AM OF LEGAL AGE)

RECEIPT OF PAYMENT FOR RESERVATION

RECEIVED OF _____ \$ _____ to be applied on the rental of the Rental Craft and accessory equipment described herein for period stated above. This deposit will be credited in full on the rental costs involved and/or reimbursement of articles damaged, broken or missing.

Date: _____ By _____ LESSOR

**EARLY RETURNS WILL
NOT RESULT IN A REFUND.**

THE BOAT RENTAL LEASE AGREEMENT ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

I (WE), the LESSEE(S) further agree (continued from the other side of this Boat Rental Lease Agreement):

1. The LESSEE acknowledges he/she has carefully examined the Rental 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 Rental Craft and the other accessory equipment in a safe, dependable condition while in his/her custody.
2. The Cash Deposit (as provided in the Charges section on the front of this Boat Rental Lease Agreement) shall be retained by the LESSOR as partial compensation for failing to return said Rental Craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken equipment; or to be applied to the rental charges upon return of the Rental Craft by LESSEE. The foregoing shall not limit LESSOR'S ability to seek its further damages at law or equity.
3. LESSEE agrees **not** to use, **nor** permit the use;
 - a. of the Rental Craft for any unlawful purpose;
 - b. of the Rental Craft in a careless or negligent manner;
 - c. of the Rental Craft while under the influence of liquor and/or narcotics;
 - d. of the Rental Craft by any other person not the signatory of this Boat Rental Lease Agreement, or not equally qualified.
4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the Rental Craft; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for dasmages, inconvienece or time lost caused by accident, breakdown or malfunction of the Rental Craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting throught the use, operation or possession of said Rental Craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in, or on, the Rental Craft. including loss or damage caused by fire, water, theft or any cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney's fees and/or liability in connection with the enforcing of this Boat Rental Lease Agreement by LESSOR, including expenses incurred in collection or attempting to collect delinquent rental fees and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county and state of LESSOR. This Boat Rental Lease Agreement shall be governed by the laws of the state of LESSOR.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the Rental Craft that LESSEE will immediately report same to LESSOR. Continued use of the Rental Craft shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. LESSOR'S ability to provide a Rental Craft, if reserved, is contingent upon and subject to the return of the Rental Craft by the previous lessee, or any other cause beyond LESSOR'S control.
8. LESSOR reserves the right to cancel this Boat Rental Lease Agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time use.
9. The rules and regulations contained herein and as posted in the office, on the Rental Craft, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
10. Should any term or condition of this Boat Rental Lease Agreement be held void or unenforceable, then that term shall be deemed severed from this Boat Rental Lease Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
11. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS BOAT RENTAL LEASE AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS BOAT RENTAL LEASE AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.**