



# BOAT RENTAL AGREEMENT

The Parties to this Agreement are:

### **The Owner**

Full Name:

Identity/Social Security Number:

Address:

### **The Renter**

Full Name:

Identity/Social Security Number:

Address:

The Parties choose the above stated addresses as their physical addresses at which legal proceedings shall be instituted.

## **1. Equipment to be Rented**

Type of Boat:

Make and Color:

Model:

Year:

Registration Number:

Make and Type of Motor:

Motor Identification Number:

Rated Passenger/Weight Carrying Capacity:

Odometer/Hours Reading at the beginning of Rental Period:

Description of Trailer:

Registration Number of Trailer:

Description of Lifesaving and Safety Equipment:

## 2. Condition of Boat

The Owner of the boat states that to the best of his knowledge and belief that the above-described boat is in good order and condition and free of any known defects or faults which would affect its safe and reliable operation under normal use.

The Owner also accepts that all required lifesaving and safety equipment are aboard the boat and is in sound and safe condition at the time of delivery to the Renter for this Agreement herein.

The Renter acknowledges that having inspected the boat and lifesaving and safety equipment on board the boat to his/her satisfaction and agrees that they are in compliance with the regulations pertaining to his intended area of use of the boat.

## 3. Rental Period

The Owner agrees to rent the boat to the Renter for the following period:

Starting Date/Time:

Ending Date/Time:

## 4. Rental Rate

The Renter hereby agrees to pay the Owner at the rate of \_\_\_\_\_ per day or \_\_\_\_\_ per hour.

All fuel used shall be paid by the Renter and the Renter agrees to return the boat with full fuel.

Payment shall be done via \_\_\_\_\_.

## 5. Security Deposit

A security deposit of \_\_\_\_\_ is required to be paid to rent the boat and is due on \_\_\_\_\_.

The Owner reserves the right to inspect rental equipment up to \_\_\_\_\_ days after the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurred while the Renter had equipment in his/her possession. If damage is caused or permitted by the Renter during the rental period, the Renter authorizes the Owner to reimburse the full amount of any such damages, including repair costs and to then notify the Renter of the same.

In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

## 6. Cancellation

In the event that the Renter cancels, changes dates, shortens the rental period or in any other way seeks to change the rental period, the entire total shall still be due and payable.

## 7. Exclusions

The boat shall not be used to carry passengers or property for hire.

The boat shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated above.

The boat shall not be used to push, propel or tow another boat, barge or any other thing without the prior written permission of the Owner.

The boat shall not be used for any race or in any competition.

The boat shall not be used for any illegal purpose.

The boat shall not be operated by any other person other than the Renter stipulated above without the prior written permission of the Owner.

The Renter shall not remove the motor from the boat for any use whatsoever.

No passenger shall be carried on the boat whilst the boat is being towed by the trailer.

## **8. Damages and Insurance**

The Renter acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, Renter acknowledges and understands that the Owner may charge Renter for any repairs, replacement or special cleaning of any damaged, lost, or personal property. The Renter acknowledges, understands, and agrees that by signing this Agreement, he/ she is authorizing the Owner to reimburse for any damages sustained to the equipment.

The Renter hereby agrees that he/she shall be held fully responsible for any and all loss of or damage to the boat or equipment or motor or trailer during the term of this Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment or motor or trailer.

## **9. Repair/Service Calls**

The Renter acknowledges and understands that the Owner cannot guarantee against mechanical failures of the rental equipment. The Renter shall immediately notify the Owner of defective or non-working equipment. The Owner shall make commercially reasonable efforts to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by the Owner.

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 the Renter's oversight, misunderstandings, damage, neglect, or misuse, the Renter agrees that the repair costs shall be billed to the the Renter's security deposit or credit card on file. The Renter must be given approval by the Owner to allow any mechanical adjustments to be made to the watercraft.

## **10. Return of the Equipment**

The Renter hereby agrees to return the above-described boat, equipment, motor and trailer to the Owner at the physical address listed above no later than \_\_\_\_\_.

## **11. Release of Liability/Assumption of Risk**

The Renter understands and acknowledges that water sports are HAZARDOUS ACTIVITIES.

The Renter understands that engaging in these sports and use of the equipment involve a risk of injury to all parts of the user's body and POSSIBLE DEATH.

The Renter, on his/her behalf and on behalf of all others who are involved with the boat and/or any other water activities during the rental period, agree to freely and expressly assume and accept all risks in the use of the equipment rented.

In the event someone is injured during use of the watercraft or if someone other than the Renter is operating the equipment during the rental period and is injured, the Renter agrees to pay all deductibles and all cost for physical and property damage to any and all parties involved which are the fault of the Renter or any other person who was operating the watercraft during the rental period and until the equipment is returned to the control of the Owner.

The Renter further undertakes the sole responsibility to ensure that each person who engages in any water activities during the rental period executes a WAIVER AND RELEASE prior to engaging in any such water activities.

## **12. Liability Agreement**

The Renter hereby releases and holds harmless the Owner from any legal liability from any and all liability for damage and injury or death resulting from the selection, maintenance or use of the equipment; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory.

The Renter accepts 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 because of physical damage to the equipment during the rental period or against liability that Renter may incur to Owner pursuant to this Agreement.

The Renter acknowledges responsibility for all damages and/or losses to the equipment or any of its contents during that period.

The Renter indemnifies and holds the Owner harmless from any loss, damages, expense or claim, including attorney's fees, and costs arising out of Renter's acts or omission to act, or those with the Renter during the use of the equipment during the rental period.

## **13. Authorize/Revoke Use of Equipment**

The Owner reserves the right to:

(a) authorize the use of the equipment; and (b) revoke the use of the equipment. Decisions on the part of Owner regarding the use of the equipment by the Renter are made for safety reasons, including, but not limited to, the following:

- (a) unsafe operation of the equipment;
- (b) lack of sobriety of RENTER or any other person using the rented equipment; and/or
- (c) unsafe weather conditions.

#### **14. Jurisdiction**

This Agreement hereby is construed and interpreted in accordance with the laws of the state of \_\_\_\_\_.

The parties hereto agree that they have read this document in its entirety, understand and agree to all terms and conditions on \_\_\_\_\_.

**Signature of the Owner**

**Signature of the Renter**

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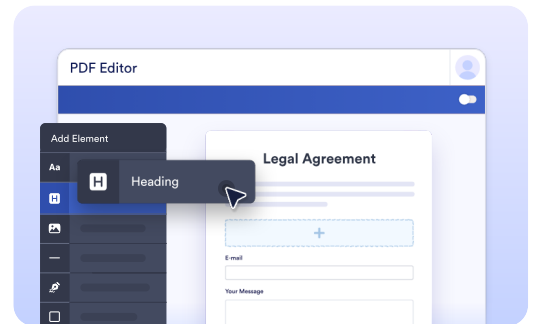
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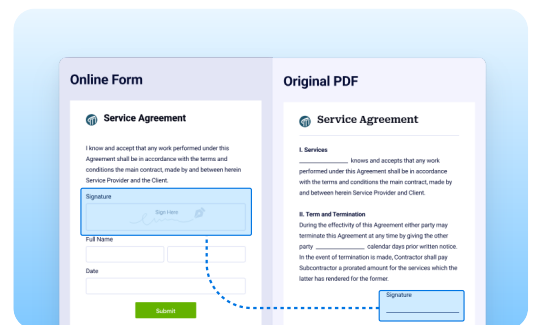
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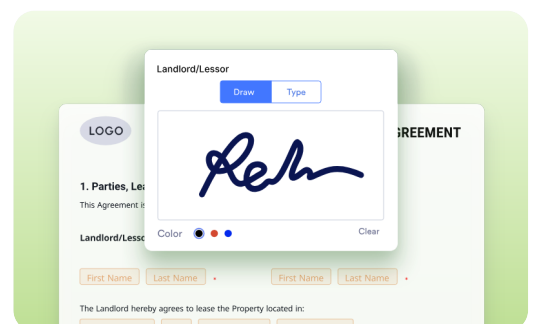
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