

Boat Rental Agreement 1100 State Street Clayton N.Y. 315-686-4695

Date and Time Boat will be picked up _____

Pick-up Date _____ **Boat** _____ **Rental Fee** _____ **No. of Lifejackets** _____

Renters Name _____ **Home Address** _____

Vacation Address _____ **Cell Phone** _____

Additional Terms and Agreements The undersigned as RENTER (including any and all RENTERS signing the Agreement), hires from Seaway Slips Waterfront Cottages, LLC. as OWNER, the above boat on the following terms and conditions.

Please initial each item as it is read and understood:

(Initial) The RENTER must return the boat to the OWNER at or before _____ each boat must be returned at the specified hour. If rental boat is not returned by specified hour, an additional full day will be charged. **No shows, late arrivals, inclement weather are not eligible for a refund.**

(Initial) Navigation of pontoon boats is confined to the waterways between Millens Bay to Alex Bay. **Do not go beyond limits. Boats are not equipped for night time operation.**

(Initial) The RENTER shall demonstrate to marina operators a working knowledge of boat operations and boating safety along with significant experience in operating a boat. This is crucial to the safety of all boat occupants and other boaters on The St. Lawrence River as well as the safety and security of the vessel being leased. Marina operators reserve the right to refuse rental to anyone who does not meet this guidelines on the day of the rental.

(Initial) RENTER acknowledges that the boat is the rightful property of the OWNER, and further acknowledges that he received said boat in good and safe mechanical and seaworthy condition. RENTER agrees to return said boat together with all accessories and accouterments to the OWNER in the same condition as RENTER received it. Said boat is equipped with life jackets or buoyant cushions (number specified above), paddle, anchor and line, fire extinguisher, horn and a full tank(s) of fuel.

(Initial) RENTER agrees to pay to OWNER the cost of replacing lost equipment and the cost of repairing damages to, and caused by, the boat including parts, labor expenses of transporting said vessel or other property to and from point of repair, **all towing charges**, including, **but not limited to all towing charges as a result of grounding or beaching of the boat**, regular rental fee covering time said vessel is out of service as a result of damage, and any collection cost and/attorney fees necessary to secure reimbursement. It is understood that the security deposit ("Deposit") will be used for payment of all or part of the above cost up to its full amount. Cost in excess of the Deposit shall be paid by the RENTER to the OWNER on demand. Credit card deposit of \$500 – 1,000 required. Transaction will be voided when boat is returned in same condition as when rented.

(Initial) RENTER agrees to pay to the OWNER for all damages to propeller and lower unit of boat caused by beaching, hitting submerged obstructions, running aground or any other cause. The propeller and lower unit of the boat will be inspected before and after rental. If there is ANY damage to motor or propeller, RENTER will be immediately charged a minimum of \$500 for repair. Total cost will be determined by our certified mechanic and paid in full by RENTER.

(Initial) RENTER agrees to pay the OWNER on demand all time, fuel, oil, service, minimum, and other charges applicable to the rental of the boat at the rates or in the amounts specified herein. Boat will be filled with gas and oil when returned and these charges will be added to rental fees. **Positively NO gas is to be put in without prior authorization. Non-Ethanol fuel only. OIL MUST BE ADDED 50:1.**

(Initial) RENTER agrees that the use of the boat by a number of persons greater than the number of life jackets or buoyant cushions provided (children under the age of 12 are required to wear a life jacket at all times), use of the boat for water skiing, wakeboarding, tubing or similar water sports is violation of the rental agreement and shall result in the forfeiture of all the Deposit.

(Initial) RENTER agrees to operate the boat in a safe and legal manner as prescribed by all laws and regulations applicable to the area in which the boat is operated. Keys are to be left in the boat. Turn motors off when alarm sounds. **BOATS ARE TO BE DOCKED BOW OUT TO THE RIVER.**

(Initial) RENTER agrees to and shall indemnify and hold harmless Boats Four Rent LLC, its officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of RENTER or RENTER's guest or invitee, or for damages to any property of RENTER or RENTER's guests or invitees arising out of or in connection with obligations of Boats Four Rent, LLC, under this contract, where such injuries, death or damages are caused by Boats Four Rent, LLC's sole negligence or the joint negligence of RENTER and any other person or entity. RENTER further agrees to and shall indemnify and hold harmless Boats Four Rent, LLC, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind related to environmental damage caused by discharge, whether voluntary or accidental, of hazardous materials from boat while in possession of RENTER. RENTER AGREES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREES TO INDEMNIFY and HOLD HARMLESS Boats Four Rent LLC. FOR ALL DAMAGES IT SUSTAINS AS A RESULT OF THEIR VIOLATION BY THE RENTER or RENTER'S GUESTS.

NO BOW-RIDING NO TUBING NO SKIING NO WAKEBOARDING DO NOT DRINK & DRIVE

Rental Fee in Advance \$ _____ Fuel & Oil \$ _____ Balance Due \$ _____

Signature of Renter _____ Date _____

No shows, late arrivals, inclement weather are not eligible for a refund.

We reserve the right to substitute the boat you have reserved.

Attached Credit Card Authorization forms part of this agreement, regarding security and damage deposit.