

Boat Rental Agreement

Between

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(“Owner(s)”)

and

_____ (Renter Name)

_____ (Renter Address)

_____ (Renter City, State, Zip)

_____ (Renter Contact Phone)

_____ (Renter Email)

(“Renter(s)”)

**THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT
BETWEEN RENTER(S) AND OWNER(S)**

1. RENTAL PROPERTY:

1990 Four Winns 190 Freedom, 175 HP I/O OMC Cobra Engine.

(“Equipment”)

2. RENTAL DATES: _____, 2011(Start Date) _____, 2011(End Date)

3. RENTAL RATE: \$ _____ per Week **TOTAL:** _____.

4. SECURITY DEPOSIT: A security deposit of \$200 per week is required to hold the reservation and is due within 10 days of a request to hold a reservation for the Renter(s). Deposits are returned within 1 week of completion of the rental period provided no damage to the property is found and no additional changes have been occurred due to sections 11, 12, and 15.

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5. **CANCELLATION POLICY** – Renter(s) are responsible for the entire boat rental rate once the deposit is received regardless of whether you cancel or leave early. Full amount of rental is due two weeks before rental is to occur. Deposits are refunded, less a \$40 handling charge, if notice is received 90 days prior to arrival or if boat can be re-rented for your specific time. NO REFUNDS OR REBATES will otherwise be offered.
6. **NO SHOW POLICY** – Owen(s) commits to having boat available at agreed check-in time of 03:30 PM for the agreed upon number in party and Owner(s) are not responsible for Renter(s) inability to arrive or if Renter(s) chooses to depart early for any reason, or if a member(s) of Renter(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered.
7. **PAYMENT:** Payments will be accepted via check, cash, or cashiers check. Credit Cards will be accepted only with the provisions in section 8.
8. **CREDIT CARDS** – Guest(s) acknowledges and understands that Owner(s) only accept MasterCard, Visa, American Express, or Discover credit cards via PayPal (www.paypal.com). Guest(s) agree that if they pay via credit card that they will pay a 2.9% additional charge to cover the credit card transaction fee.
9. **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, PLUS and additional \$50 fee. Renter(s) acknowledge and agree that this cost will be deducted from their deposit.

_____ **(Initials of Renter)**

10. **INSPECTION OF EQUIPMENT-** Owner(s) 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(s). If Equipment has damage or problems not listed on the “Boat Check-Out Sheet”, Renter(s) must notify the Owner(s) before use of the boat begins and on the first day of rental.

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11. **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 Owner(s) reserves the right to charge Renter(s) for any repairs or special cleaning. Additionally Renter(s) understands and agrees that Owner(s) reserves the right to charge Guest(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 Owner(s) 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 Owner(s) within 7 (seven) days of notice the additional amount due.

PLEASE BE AWARE: Major problems that can arise are few but costly. For example, for damage to the lower unit of a boat, the Renter(s) could be held responsible for repairs upwards of \$2,000.00. Boat motors range in price from \$2,000.00 to \$10,000.00.

_____ (Initials of Renter)

12. **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
13. **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.
14. **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 eight 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.
15. **REPAIRS – SERVICE CALLS** - Renter(s) acknowledges and understands that Owner(s) can not guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify Owner(s) of defective or non-working units. Owner(s) 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 Owner(s). 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.

_____ (Initials of Renter)

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16. **LOSS OF RENTER(S) PROPERTY** - It is expressly agreed that Owner(s) 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 Owner(s). Renter(s) agree to hold Owner(s) harmless from and against any such claims.

17. **RETURN OF EQUIPMENT** - Renter(s) acknowledges and understands that they will return the Equipment to dock at the cabin no later than 9:30 A.M. on the end date of this contract.

18. **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**)

LIABILITY AGREEMENT : I, the renter, hereby release from any legal liability, the Owner(s) 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 *Owner(s)* 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.

Owner(s) 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 *Owner(s) 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**
- Unsafe weather conditions

19. **JURISDICTION** – Parties agree that any disputes arising out of this agreement may only be brought before the courts of Ramsey County, MN or Saint Louis County, MN.

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

_____ Renter(s)

_____ Owner(s)

_____ Date

_____ Date