

Boat Rental Agreement



Date: _____

Lessee Name: _____

Lessor: CLAPBOARD CREEK FISH CAMP MARINE, LLC (DBA: Fish Camp Marine)

Address: _____ State: _____ Zip Code: _____

Cell phone #: _____ Driver's License#: _____ State: _____

**A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER
UNLESS ONE IS ON FILE FOR CUSTOMER**

LESSEE MUST BE AT LEAST 25 YEARS OLD.

EMPLOYEE: INITIAL HERE IF CREDIT CARD NUMBER AND AGE HAVE BEEN VERIFIED _____

Rental Date: _____	Rental Craft: _____
Number of People: _____	FL License: _____
Rental Fees: \$ _____	Motor: _____
Fuel: \$ _____	Accessories: _____
Employee initial: _____	

Lessee to read all pages of this agreement and initial each clause before signing this document.

In consideration of the agreement herein, CLAPBOARD CREEK FISH CAMP, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay a pro-rated rate of the rental fees for **OVERTIME**.

Initial: _____

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

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY.

Initial: _____

This certifies that I (we), the LESSEE (s) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. Lessee agrees said craft will not be occupied by a greater numbers of persons that is shown in this rental agreement. I (we), the LESSEE (s) am/are aware of the NO WAKE areas and am/are responsible for any damage caused by my wake.

Initial: _____

I authorize and allow Fish Camp Marine to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled at Fish Camp Marine.

Initial: _____

Boat Rental Agreement

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody. Initial: _____

Lessee shall have its credit card charged by the LESSOR as partial compensation for failing to return said rental craft in good condition, ordinary wear and tear excluded, as when received; as well as for reimbursement of articles damaged, missing or broken; to be applied to the rental charges upon return of craft by LESSEE. Initial: _____

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 or narcotics or any other drugs;
- d) by any other person not the signatory of the agreement or not equally qualified.

Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft and for the safety and welfare of other boaters, persons and passengers. It is AGREED and UNDERSTOOD by LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE's personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever. Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR. Initial: _____

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall be entirely at the LESSEE's risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use. Initial: _____

LESSOR's ability to provide a rental craft if reserved is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR's control. Initial: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used. Initial: _____

The rules and regulations contained herein as posted in the office, on the 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 that his/her family and or guest (s) will obey the rules. Initial: _____

Should any term or condition of Rental Agreement be held void or unenforceable then that term shall be deemed severed from this agreement, and the unenforceable shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect. Initial: _____

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THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

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

LESSOR (CLAPBOARD CREEK FISH CAMP, LLC (DBA - Fish Camp Marine) by: _____

Date: _____

LESSEE: _____

Date: _____