



Elgin, Oregon  
(541) 876-5298

## BOAT LEASE AGREEMENT

This agreement is entered into this day, [REDACTED] and shall remain in full force and effect through [REDACTED] between [REDACTED] ("Lessee"), of [REDACTED], and JOINING WATERS LLC ("Lessor"), of 604 11 STREET, ELGIN, Oregon 97827, organized and existing under the laws of the State of Oregon. The following terms and conditions shall apply for the length of the lease:

### 1. RECITALS

WHEREAS, the Lessor is the owner of the Boat,

WHEREAS, the Lessor is desirous of leasing the Boat and included equipment to the Lessee on such terms as are set out in this Boat Lease Agreement (the "Agreement") and the Lessee is desirous of leasing the Boat from the Lessor on said terms,

WHEREAS, this Agreement is a lease only and Lessee will have no right, title, or interest in or to the Boat or included equipment in the Agreement except for the use of the Vehicle and equipment as described in this Agreement.

WHEREAS, should any property belonging to JOINING WATERS be retained for any reason by Lessee after the expiration or termination of this Agreement, Lessor has the right to retrieve their lawful property from any property or facility in which the Lessee has stored it.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

### 2. DESCRIPTION OF LEASED BOAT.

The following Boat ("the Boat") is the subject of this Lease Agreement:

LEASE DATES: PICK UP: [REDACTED] RETURN: [REDACTED]

BOAT DESCRIPTION: Inflatable self-bailing raft with: frame, cargo net, tie-downs, mooring rope, emergency line rope, and oars.

INCLUDED EQUIPMENT:

1. One (1).....Cooler
2. Two (2).....Dry boxes
3. One (1).....Fire Pit
4. One (1).....Camp Toilet with bags
5. One (1).....Dry bag per passenger
6. One (1).....Life Vest per passenger

**3. LEASE COSTS AND FEES SUMMARY.** The Lessor and Lessee agree that the total lease sum of \$ [REDACTED].00, excluding any costs for repairing any excess wear and tear of the Vehicle, is due upon execution of this lease.

**4. CANCELTATION POLICY.** Should the Lessor cancel their reservation for any reason within 14 days of lease pick up dated noted above, there will be a \$100.00 cancelation fee charged to the credit card on file.

**5. FORM OF PAYMENT.** Payments may be made by personal check, cashier's check, money order, certified check, cash, or major credit card. All leases require a credit card on file incase of loss or damage to leased property.

**6. VEHICLE RETURN.** At the end of the lease the Boat must be returned to the care of Lessor. Lessee shall pay any applicable end-of-lease costs including, but not limited to, fees assessed for loss or unreasonable damage of JOINING WATERS property.

**7. SEVERABILITY.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.

**8. RISK OF LOSS.** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of the Boat from any cause whatsoever. In the event of such occurrence to a Boat, Lessee shall give Lessor prompt notice of the occurrence and thereafter will replace the Boat in good repair, condition and working order.

**9. WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

