



RENTAL AGREEMENT

LESSEE TO READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Rental Company **Sunshine Boat Rentals** (herein after referred to as the **LESSOR**) agrees to lease to the undersigned (herein after referred to as the LESSEE) boat and equipment described as follows: Pontoon boat with outboard motor, and all Coast Guard required Safety Equipment and other items aboard such as swim ladders, anchor, etc.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL BOAT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

This certifies that I (We), the LESSEE (s) am/are experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. LESSEE agrees said boat will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (s) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by the boat's wake. I, the LESSEE(s) have familiarized myself/ourselves with a chart of the area.

NIGHT (sunset to sunrise) OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

Operational characteristics of vessel, safe vessel operation and right-of-way are the responsibility of the operator for safe operation; local characteristics of local water way explained verbally to Lessee during Boat Orientation prior to departure. A copy of the Operating and Safety Rules to be provided aboard by Lessor.

I authorize and allow Rental Company (Hohle Consulting, LLC DBA **Sunshine Boat Rentals**) to charge my credit card for any damages to or loss of boat equipment at replacement costs (plus labor) as listed below, including any specific damages not listed. I understand boat rental price **DOES include fuel, taxes, and applicable service charges.**

A major credit card authorization (VISA, MasterCard, Discover, AMEX or Debit) or CASH in the amount of a minimum of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing, or broken; or to be applied to the overdue rental charges upon late return of boat by LESSEE. Overtime charges will be billed at **\$75/quarter-hour past agreed return time.**

LESSEE agrees not to use, nor permit the use:

- a. of the rental boat for any unlawful purpose;
- b. of the rental boat in a careless or negligent manner;
- c. of the rental boat while under the influence of liquor, narcotics, or other drugs;
- d. by any other person not the signatory of the agreement, not at least 21 years of age, or not qualified

LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat, 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 boat. LESSEE FUTHER 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 boat. 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 boat, including loss or damage by fire, water, theft or any other causes whatsoever.

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 Schuyler in the State of New York.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report it to LESSOR by telephone at **607-228-0420**. 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.

The rules and regulations contained herein and as posted in the office, on the boat 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.

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, then that term 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.

I. WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Hohle Consulting, LLC DBA **Sunshine Boat Rentals** (For purposes of this Waiver and Release, the term "Rental Company" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Hohle Consulting, LLC DBA **Sunshine Boat Rentals**). The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that, in the event he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals.

II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all the risks of participating in watersport activities include:

- 1) Changing water flow, currents, wave action and boats' wakes;
- 2) Collisions with any of the following: other occupants in the boat, other boats, and manmade or natural objects;
- 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death;
- 4) Attack by or encounter with insects, birds and marine life forms;
- 5) Equipment failure or operator error; from any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by LESSOR. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that LESSOR shall not be responsible for such injuries, damages, loss, or theft. This Waiver and Release does not apply to gross negligence or intentional torts by Rental Company

III. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boats and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Rental Company even if such damages arise out of the negligence or fault of Rental Company .

IV. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – The undersigned states that he/she has had sufficient time to review the Waiver and Release and had the opportunity to ask any questions associated with said Release from qualified legal counsel at their own expense. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from LESSOR with the knowledge that **signing this Release is a requirement for rental, operation, and use of said equipment**. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rental Company for Rental Company's negligence.

List of common Additional Fees, if Applicable:

- \$60 Cleaning fee if boat returned with sand, gravel and/or food particles on the floor. (A Reasonable amount is OK; Extreme mud and dirt - \$300 Fee.)
- **NO PETS ALLOWED** on boats: If evidence of pet hair or waste is found, ENTIRE LOSS OF DEPOSIT will result
- \$100 Detail fee if sunscreen is found on seats or carpet. (Sunscreen- especially bronzing/ self-tanning types and oils- stains the vinyl and carpet and requires extra detailing.)
- \$250 Repair fee for burn mark/ holes as a result of smoking on the boat, OR ripped boat seats
- \$250 Propeller damage fee (aluminum propeller)
- \$60 Replacement fee for a lost anchor
- \$40 Replacement fee for EACH adult life jacket, \$30 for each child life jacket
- \$150 Replacement fee for lost boarding ladder
- \$150 Damaged Towable (Tube)
- \$40 Damaged Tow Rope for Tubes

THE TERMS AND CONDITIONS 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.

(Day-of-Rental) Acceptance of Equipment:

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

(This part will be signed after the renter examines the boat and before leaving the dock.)

_____ / _____

Print Name

Signature

BOAT DUE BACK: DATE _____ TIME _____

If Applicable: **BOAT TO BE DOCKED AT:** _____

EMERGERGENY CONTACT INFO:

LIFE JACKETS ABOARD:

CHILD _____

ADULT _____

XL ADULT _____