

# SUNSHINE BOAT RENTALS

## RENTAL AGREEMENT

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

In consideration of the agreement herein, Hohle Consulting, LLC DBA Sunshine Boat Rentals (hereinafter referred to as the "LESSOR" or "Rental Company") agrees to rent to the undersigned renter (hereinafter referred to as the "LESSEE") the boat and equipment described in this Agreement. By signing below, LESSEE agrees to all terms and conditions contained herein.

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### LESSEE RESPONSIBILITIES

LESSEE certifies that he/she is experienced and capable of safely operating a vessel of the type rented.

LESSEE agrees:

- LESSEE agrees that the boat shall not be occupied by more than the lawful passenger capacity or maximum weight capacity established for the vessel.
- To comply with all federal, state, and local boating laws;
- To operate the vessel safely and responsibly at all times;
- To obey all no-wake zones and navigational rules;
- To immediately report any accident, malfunction, damage, or breakdown to LESSOR.

LESSEE accepts full responsibility for:

- The operation of the rental boat during the rental period;
- All passengers, guests, and occupants onboard the vessel;
- Damage caused by LESSEE or passengers, including but not limited to damage to docks, marina property, other vessels, and any third-party property or persons arising from operation or use of the vessel;
- Citations, fines, towing charges, recovery expenses, or penalties incurred during the rental period.

Only approved operators listed by LESSOR may operate the vessel.

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### PROHIBITED USES

The following activities are strictly prohibited:

- Operating the boat under the influence of alcohol, marijuana, illegal drugs, or impairing substances;
- Operating between sunset and sunrise;
- Towing tubes, skiers, wakeboards, or inflatable devices;

- Reckless or negligent operation;
- Exceeding passenger capacity;
- Operating outside approved boating areas;
- Allowing pets onboard unless specifically approved by LESSOR;
- Beaching the vessel is prohibited unless required in an emergency for the safety of passengers or vessel.

Violation of these rules may result in immediate termination of rental without refund and additional charges where applicable.

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## **DAMAGE, LOSS, AND SECURITY DEPOSIT**

LESSEE authorizes LESSOR to charge the credit or debit card on file for damages, excessive cleaning, lost equipment, unpaid fees, or other charges resulting from the rental.

A security authorization or cash deposit of at least \$500.00 shall be held during the rental period.

LESSEE is financially responsible for all damage beyond ordinary wear and tear, including damage caused by passengers.

## **COMMON ADDITIONAL CHARGES**

- Late Return Fee: \$75 per 15-minute interval past agreed return time
- Excessive Cleaning Fee: \$60
- Extreme Mud/Sand Cleaning Fee: Up to \$300
- Seat or Upholstery Damage: Minimum \$250
- Burn Marks or Smoking Damage: Minimum \$250
- Propeller Damage (Aluminum Prop): \$250
- Lost Anchor: \$60
- Lost Adult Life Jacket: \$40 each
- Lost Child Life Jacket: \$30 each
- Lost Boarding Ladder: \$150
- Excessive Sunscreen or Oil Staining Cleanup: \$100

Charges listed above are minimum charges and may increase based on actual repair or replacement costs, including labor where applicable.

LESSOR may charge the payment method on file for unpaid balances, damages, excessive cleaning, lost equipment, or late return fees.

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## **BOAT CONDITION AND INSPECTION**

LESSEE acknowledges that the boat and all equipment are accepted in good operating condition unless otherwise noted during inspection.

LESSEE agrees to inspect the boat prior to departure and immediately report any existing damage or operational concerns.

**Pre-Existing Damage Notes**

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**WEATHER AND WATER CONDITIONS**

LESSOR reserves the right to delay, shorten, reschedule, or cancel rentals due to unsafe weather or water conditions.

Safety determinations shall be made solely by LESSOR.

No guarantee is made regarding weather conditions during the rental period.

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**BREAKDOWN OR EMERGENCY PROCEDURES**

In the event of accident, grounding, collision, malfunction, or breakdown, LESSEE shall:

1. Ensure passenger safety;
2. Contact emergency services if necessary;
3. Notify LESSOR immediately at 607-228-0420;
4. Follow instructions provided by LESSOR.

LESSEE shall not authorize repairs or towing services without LESSOR approval unless required for immediate safety.

Continued operation after discovering a mechanical issue is at LESSEE'S own risk.

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**ASSUMPTION OF RISK**

Boating and water activities involve inherent risks, including but not limited to:

- Slips and falls;
- Drowning;
- Collision with boats, docks, swimmers, or submerged objects;
- Changing weather and water conditions;
- Equipment malfunction;
- Injury caused by waves, wakes, or other boaters.

LESSEE understands that boating and watersport activities involve inherent risks that may result in injury, death, property damage, or loss.

LESSEE voluntarily assumes these risks for himself/herself and all passengers.

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## **RELEASE OF LIABILITY**

To the fullest extent permitted by New York law, LESSEE agrees that LESSOR shall not be responsible for injuries, damages, or losses arising from the ordinary risks associated with boating activities, except where caused by LESSOR'S gross negligence or willful misconduct.

LESSEE agrees to indemnify and hold harmless LESSOR from claims brought by passengers or third parties arising from LESSEE'S operation or use of the vessel.

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## **PERSONAL PROPERTY**

LESSOR is not responsible for loss, theft, or damage to personal property brought onboard the vessel.

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## **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of New York.

Any legal action relating to this Agreement shall be brought in Schuyler County, New York, unless otherwise required by law.

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## **ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between LESSOR and LESSEE. No verbal statements or prior agreements shall modify these terms unless made in writing and signed by both parties.

If any provision of this Agreement is determined unenforceable, the remaining provisions shall remain in effect.

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## **ACKNOWLEDGEMENT**

By signing below, LESSEE acknowledges that he/she:

- Has read and understands this Agreement;
- Understands boating involves inherent risks;

- Accepts responsibility for all passengers and occupants onboard;
  - Agrees to operate the vessel safely and lawfully;
  - Accepts financial responsibility for damages or violations occurring during the rental period.
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## **SIGNATURES**

LESSEE Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

LESSOR Representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## **DAY-OF-RENTAL ACCEPTANCE**

I certify that I have inspected the rental boat and equipment before departure and find them acceptable for use. I acknowledge that all operational and safety instructions have been explained.

LESSEE Initials: \_\_\_\_

Departure Time: \_\_\_\_\_

Return Time: \_\_\_\_\_

Fuel Level at Departure: \_\_\_\_\_

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