

BOAT RENTAL AGREEMENT**DEEP CREEK LAKE
BOATS**

BETWEEN

LESSOR

2030 Deep Creek Drive • P.O. Box 65
• McHenry, Maryland 21541 412-758-7701

DATE

COMPLETE LESSEE INFO

| | | | | | | | | | |
|--|--|--|--|--|--|-------------------------|--|---|--|
| AND LESSEE | | ADDRESS | | Leave Time AM PM | | Promised Return Date | | Act. Return Date | |
| NAME | | | | | | | | | |
| CITY | | STATE | | ZIP | | Operator Date of Birth | | Promised Return Time AM PM | |
| | | | | | | | | Act. Return Time AM PM | |
| HOME PHONE | | CELL | | DRIVER'S LIC. NO. | | EMAIL ADDRESS | | STATE | |
| | | | | | | | | MAXIMUM NUMBER OF PERSONS ALLOWED WITH BOAT | |
| CRAFT (MAKE/TYPE) | | SIZE | | BOAT NUMBER | | REG # | | | |
| | | | | # | | MD. | | | |
| | | | | TYPE OF BOAT | | NO. LIFE JACKETS | | | |
| | | | | | | | | | |
| ADDITIONAL EQUIPMENT REQUESTED | | | | | | | | | |
| <input checked="" type="checkbox"/> FIRE EXTINGUISHER - 1 | | <input checked="" type="checkbox"/> CUSHIONS - 1 | | <input type="checkbox"/> ADULTS _____ | | | | | |
| <input checked="" type="checkbox"/> PADDLE - 1 | | <input checked="" type="checkbox"/> DOCK LINES - 4 | | <input type="checkbox"/> CHILDREN _____ 30-50 lb | | | | | |
| <input checked="" type="checkbox"/> GAS TANK(S) | | <input checked="" type="checkbox"/> LIFE JACKETS | | <input type="checkbox"/> _____ 51-90 lb | | | | | |
| <input type="checkbox"/> _____ | | <input type="checkbox"/> FENDERS - 4 | | <input type="checkbox"/> _____ | | | | | |
| <input type="checkbox"/> Boating Certificate # | | | | <input type="checkbox"/> ADULT SKI VEST | | | | | |
| VIOLATIONS OF ANY ITEM LISTED BELOW WILL RESULT IN LOSS OF THE BOAT. YOU WILL ALSO LOSE YOUR RIGHT TO RENT OUR BOAT FOR THE REMAINDER OF THE RENTAL CONTRACT AS WELL AS THE MONEY THAT HAS BEEN PAID! | | | | | | | | | |
| SPECIAL TERMS AND/OR CONDITIONS (IF ANY) DAILY RENTALS DUE AT OUR DOCK BY 5 PM OVERNIGHT RENTALS MUST BE DOCKED BY 7 PM @ NO LIGHTS The Lessee hereby agrees to the following and if found in violation, the contract will be terminated immediately with NO REFUND: NO RAISING OR LOWERING or MANIPULATION OF THE TRIM Lessee further agrees: NO night operation, NO beaching, NO anchoring, NO pets (unless specified by staff), NO fishing (unless specified by staff), NO cooking, NO grills, NO untying of ropes, NO laying or playing on sun pad area. Boats must be returned with a FULL TANK of GAS, or the price to fill and an additional \$150.00 fee will be applied to Lessee. If prop damage is found the Lessee will be charged the price to replace the prop NEW and an additional \$150.00 fee will be applied. Only tubes provided to the Lessee and paid for as part of the rental contract will be used. If the Lessee is found to be in violation, the contract will be terminated and NO REFUND. There will be 1 (one) rider per tube. If the boat comes back after contract rental ends unreasonably dirty, the Lessee will be charged a \$150.00 cleaning fee. | | | | | | | | | |
| READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE. THE STATE OF MARYLAND, AND THOSE. THE LESSEE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL FEDERAL AND 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. LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE. This is to certify that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above. I (WE) HAVE READ BOTH FRONT AND BACK 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. | | | | | | | | | |

If the Lessee has been determined by staff to be in violation of ANY of the boating and safety regulations as given and agreed to, the CONTRACT IS TERMINATED WITH NO REFUND and BOAT RETURNED IMMEDIATELY TO RENTAL DOCKS.

LESSOR DEEP CREEK LAKE BOATS X PRINCIPAL LESSEE Date _____

By: _____ X LESSEE NAME Date _____

RECEIPT OF PAYMENT FOR SECURITY DEPOSIT

RECEIVED OF LESSEE NAME \$ _____
 This deposit will be credited on the rental costs involved and/or reimbursement of articles damaged, broken or missing.

By DEEP CREEK LAKE BOATS
 LESSOR

**EARLY RETURNS WILL
NOT RESULT IN A REFUND.**

BOAT DUE BACK AT OUR DOCK BY _____ WITH A FULL TANK OF GAS

THE LEASE ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

I further agree (continued from the other side of this agreement):

1. The LESSEE acknowledges that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.
2. Cash bond deposit shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition before leaving rental dock, ordinary wear and tear excluded, as when received, for reimbursement of articles damaged, missing or broken by LESSEE.
3. 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 and/or narcotics;
 - d. **by any other person not the signatory of this agreement, or not equally qualified with A MD Accepted Boating Certificate.**
4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft, and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that 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 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 of the LESSEE's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR including expenses incurred in collection or attempting to collect delinquent rent and in the event of suite by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions, hereof. It is understood and agreed that Venue of any action hereunder shall be in Garrett County MD.
6. In the event of malfunction, breakdown, alarm sounds or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately stop the craft and report same to LESSOR. Continued use of it shall be entirely at the LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. 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.
8. LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees may be prorated based on the time used at LESSOR's discretion.
9. The rules and regulations contained herein and as posted in the office, 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 to see that his/her family and/or guest(s) will obey the rules.
10. Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
11. WE HAVE NO KNOWLEDGE OF WHAT YOU DO, WHEN YOU LEAVE HERE . . . SO IF A CATASTROPHE HAPPENS ON ONE OF OUR BOATS, IF YOU HIT A SKIER, SWIMMER, BOAT, PWC, DOCK, OR GO UP ON SHORE, ETC . . . THE LIABILITY IS YOURS / OR / YOUR INSURANCE COMPANY FOR THE DAMAGES TO OUR BOAT
.. DEEP CREEK LAKE BOATS.
12. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.**

13. X _____
LESSEE'S SIGNATURE DATE

LESSOR'S
SIGNATURE DEEP CREEK LAKE BOATS _____