

UPPER SARANAC MARINA

PONTOON BOAT RENTAL AGREEMENT

Lessee:

Name: _____

Address: _____

Driver's License # _____

Camp Site # _____

Boat Rental # _____

Rental Location: Lower or Upper

Cell # _____

Statement of Rental Charges:

Date leased: _____

Return Date: _____

Rental Day: 9am to 5pm

Boat Rental Fee \$ _____

Other Rental fee \$ _____

Subtotal \$ _____

Late Return: You will be charged \$100 for every hour after 5pm.

LATE CHARGE \$ _____

Credit Card # _____ **EXP** _____

MAXIMUM # OF PEOPLE – 8 MAX WEIGHT IS 1250 Lbs

NEW YORK STATE LAW – ONE LIFE VEST FOR EACH PERSON ON BOARD. CHILDREN 12 YEARS OF AGE AND UNDER MUST WEAR A LIFEVEST AT ALL TIMES. (NO DRIVING BOAT AT NIGHT)

CANCELATION POLICY: Cancel anytime before 7 days of rental date: NO CHARGE. Cancel within 7 days of rental date: FULL RENTAL CHARGE.

LESSEE agrees to report any malfunction, accident or breakdown of the rental boat to the lessor immediately in accordance with the terms of the agreement on the follow pages.

Early return will not result in a refund. Gasoline is not included in the rental fee, you will be given a full tank at the start, Lessee will be responsible on filling gas upon return of the boat.

This is to certify I (we), the Lessee is experienced in all aspects of the handling and operation of the craft such as the one rented above. I (we) have read all pages of the agreement and fully understand the terms and conditions set forth on all pages: That I (we) acknowledge receipt of a copy of this agreement. THE DRIVER MUST BE AT LEAST 25 YEARS OLD

LESSEE (customer) _____ DATE: _____

LESSOR (USM) _____ DATE: _____

UPPER SARANAC MARINA: POWER BOAT RENTAL LEASE AND WAIVER

THE LEASE ON THE RESERVE SIDE IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS I further agree (continued from the other side of the agreement):
The LESSEE acknowledges that he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased and that other accessory;

1. equipment is in suitable and acceptable condition that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody and that the boat will be kept in a safe place when unattended by him/her personally.
2. \$250 CASH BOND OR CREDIT CARD deposit (as provided in the statement of charges) shall be retained by the LESSOR as partial compensation for failing to return said rental craft 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 overtime rental charges, if any, return of the craft by the LESSEE.

NO BOAT OPERATION AFTER SUNSET OR IN DARK
The boat is not legal at night, it is not safe.
DO NOT DRIVE AT NIGHT!!!!

LESSEE agrees not to use, not permit the use:

- i. Of the rental craft for any unlawful purpose
 - ii. Of the rental craft in a careless or negligent manner
 - iii. **Of the rental craft while under the influence of alcohol and/or narcotics**
 - iv. By any other person not the signatory of this agreement, or not equally qualified LESSEE acknowledges his/her responsibility for the safe proper operation of the craft: and for the safety and welfare of other boaters and persons.
3. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or lost time caused by accident, malfunction or breakdown of the rental craft.
4. LESSEESS FURTHER AGREES to indemnify and **hold harmless the LESSOR** from, and against any and all claims for loss or damage to property or injury, to persons (including death) resulting, thru the use, operation of possession of said rental craft, including loss 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 lost, cost, 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 suit by LESSOR to recover possession of said rented property and/or enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the LESSOR.

6. In the event of the malfunction, breakdown, or if any defect is discovered after the acceptance of the rental craft that LESSEE will immediately report it to LESSOR.
7. LESSEE cannot authorize repairs by anyone without the consent of the LESSOR. Continued use of the rental craft shall be entirely at the LESSEE's risk and thus to the LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
8. 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.
9. The rules and regulations contained herein and as posted in the office, on the craft, and/or on the grounds by the LESSOR are for the safety and welfare of all who use the facilities.
10. The LESSEE certifies that he/she had read and understands said rules and regulations, and further assumes the responsibility to see that his/her family or guest(s) obey the rules.
11. The LESSEE agrees that the power boat CAN NOT be used for water skiing, tubing, knee boarding, OR dragging anything behind the boat, etc.
12. 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.
13. If boat is not returned at the correct time, **\$100** will be charged additionally **per hour**.
14. \$250 security deposit for any damage done to the boat, most often the prop for the boat. Please be careful with our boats at all times and go at a slow pace, the boats are great camping and fishing boats, not speed boats.

15. Be very cautious and go slow near shore and in between islands, in the Saranac Chain of lakes, many rock piles, subsurface rock formations and glacial till created hidden hazards, proceed with caution near danger buoys.

16. ONLY use NON-ETHONAL GAS IN OUR TANKS AND ENGINES, PLEASE ONLY FILLUP AT OUR MARINA.

17. OPERATOR OF THE PONTOON BOAT MUST BE AT LEAST 25 YEARS OLD AND CAPABLE OF DRIVING THE BOAT IN A SAFE MANNER. THE DRIVER OF THE BOAT ACCEPTS ALL RESPONSIBILITY OF THE PEOPLE in the boat.

INITIAL _____