

## BOAT RENTAL AGREEMENT

BETWEEN

EZ Marine & Storage, Inc  
PO Box 375  
11 Town Shed Road  
Brant Lake, NY 12815  
(518) 494-7381  
(518) 494-3054 Fax

[www.info@ezmarineandstorage.com](mailto:www.info@ezmarineandstorage.com)

LESSEE

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: New York Zip : \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Drivers License: \_\_\_\_\_  
Staying At: \_\_\_\_\_  
Email: \_\_\_\_\_

STATEMENT OF RENTAL CHARGES

Date Leased: \_\_\_\_\_  
Promised Return Date: \_\_\_\_\_  
Leave Time: 9:00AM  
Promised Return Time: 4:00PM  
Delivery: \_\_\_\_\_

Rental #: \_\_\_\_\_  
Type of Boat(Pontoon/Runabout) \_\_\_\_\_  
Foot(Pontoon) Motor HP(Runabout): \_\_\_\_\_  
Maximum Number of Persons ALLOWED in the boat: \_\_\_\_\_  
Accessories: \_\_\_\_\_

Boat Rental Fee: \_\_\_\_\_  
Other Rental: \_\_\_\_\_  
Delivery: \_\_\_\_\_  
Subtotal: \_\_\_\_\_  
Tax 7% \_\_\_\_\_  
Total \_\_\_\_\_

**NEW YORK STATE LAW:\*\*\*ONE LIFE VEST REQUIRED FOR EACH PASSENGER ON BOARD. CHILDREN 12 YEARS OF AGE AND UNDER MUST WEAR A LIFE VEST IN THE BOAT AT ALL TIMES\*\*\***

Overtime rates for this rental are \$ \_\_\_\_\_  
per hour or any portion thereof. Fee will be  
assessed if you are more than 15 minutes late.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF THE RENTAL CRAFT TO THE LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

**Early return will not result in a refund.**  
**Gasoline is not included in rental rates**

This is to certify I(WE), the LESSEE(S) am/are experienced in all aspects of the handling and operation of a craft such as the one rented above.

**\*\*\*MINIMUM NOTICE OF 48 HOURS IS NEEDED TO CANCEL\*\*\***

I(WE) have read both pages of the agreement and fully understand the terms and conditions set forth on both pages; that I(WE) acknowledge receipt of a copy of this agreement.

**\*\*\*If you cancel without 48 hours notice you will be charged a fee of \$50.00 or 10% of the rental fee whichever is greater\*\***

LESSEE (CUSTOMER): \_\_\_\_\_ DATE: \_\_\_\_\_  
LESSOR: EZ Marine & Storage, Inc DATE: \_\_\_\_\_

## TERMS AND CONDITIONS

I LESSEE agrees:

1. 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; 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. Cash bond 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.

**( We will take a copy of a credit card for the damage deposit. If any damage occurs we will be in touch with customer within 48hours with an estimate of cost and will require full payment at that time)**

3. 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

4. LESSEE acknowledges his/her responsibility for the safe 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 lost time caused by accident, malfunction or breakdown of the rental craft. LESSESS 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. 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.

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. 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. 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.

9. Should the rental craft be used for water skiing, tubing, knee boarding, etc., LESSEE agrees that an additional person over the age of sixteen (21) will be on board as an observer, (NEW YORK STATE LAW).

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