

# STANDARD BOAT RENTAL AGREEMENT

BETWEEN

Boat Torch, LLC  
6132 Crystal Beach Rd NW  
Rapid City, MI 49676  
231-753-6139

LESSOR

AND LESSEE				DATE		Leave Time		Promised Return Date		Actual Return Date	
Name						AM PM					
City		State		Zip		Home Phone		Return Time		Promised Return Time	
						Bus. Phone		AM PM		AM PM	
Auto License No.		State		Driver's License No.		State		Social Security No.		MAXIMUM NUMBER OF PERSONS ALLOWED IN BOAT	
										13	
Craft (Make/Type)				Size		Serial Number		CHARGES			
Avalon / Windjammer C Elite 24				24'		DVN50382K910					
Motor (Make/Type)				HP		Serial Number		No. Life Jackets		PER <input checked="" type="checkbox"/> DAY <input type="checkbox"/> HALF DAY	
Yamaha 4-stroke EFI				90		N/A		13+2 cushion		8 HOURS @	
ADDITIONAL EQUIPMENT REQUESTED								TAX			
<input checked="" type="checkbox"/> ANCHOR LINE				<input type="checkbox"/> GAS TANK(S)							
<input checked="" type="checkbox"/> CUSHIONS				<input checked="" type="checkbox"/> LIFE JACKETS							
<input checked="" type="checkbox"/> DOCK LINES				<input type="checkbox"/> OARS							
<input checked="" type="checkbox"/> FIRE EXTINGUISHERS				<input type="checkbox"/> ROD(S) & REEL(S)							
<input type="checkbox"/> FLARE KIT				<input type="checkbox"/>							
Special Terms and/or Conditions (If Any)								TOTAL RENTAL			
								OVERTIME CHARGES			
								MISC. CHARGES (LIST)			
								TAX (If Applicable)			
								GRAND TOTAL			
								LESS DEPOSIT			
								REFUND DUE LESSEE			
								AMOUNT DUE LESSOR			

## 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 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, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL 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.

PRINCIPAL LESSEE

LESSOR Boat Torch, LLC

X

Date

(I am of Legal Age)

By:

X

Date

(I am of Legal Age)

## RECEIPT OF PAYMENT FOR RESERVATION

RECEIVED OF \$ to be applied on the rental of the craft and equipment described herein for period stated above. This deposit will be credited in full on the rental costs involved and/or reimbursement of articles damaged, broken or missing.

Date: By: LESSOR

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

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

I (WE), the LESSEE(S) further agree (continued from the other side of this Agreement):

1. The LESSEE acknowledges 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.
2. Cash deposit (as provided in the Charges section of the front of this Agreement) 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 equipment; or to be applied to the rental charges upon return of the craft by LESSEE. The foregoing shall not limit LESSOR'S ability to seek its further damages at law or equity.
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. of the rental craft by any other person not the signatory of this Agreement, or not equally qualified.
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 this Agreement 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 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 the county and state of LESSOR. This Agreement shall be governed by the laws of the state of LESSOR.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately 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 Agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.
9. The rules and regulations contained herein and as posted in the office, on the craft, 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 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. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.**