

# LONG ISLAND BOAT RENTALS, LLC

## RENTAL AGREEMENT

### 1. THE PARTIES TO THIS AGREEMENT ARE:

#### 1.1 THE OWNER:

Name(s): LONG ISLAND BOAT RENTALS, LLC

#### 1.2 THE RENTER:

Name(s) / Social Security Number(s):

Address:

### 2. THE OBJECT OF THE RENTAL IS:

- 2.1 Type of Boat:
- 2.2 Make/ Color/Model:
- 2.3 Year/Registration Number:
- 2.4 Rated Passenger/Weight Carrying Capacity:
- 2.5 Owner's ability to provide a rental boat, if reserved, is contingent upon and subject to the return of the unit by the previous Renter, or any cause beyond the Owner's control.

### 3. CONDITION OF BOAT:

- 3.1 The Renter certifies that he/she has examined the boat and equipment and finds it acceptable and suitable for the purpose for which it was rented, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both boat and equipment in a safe and dependable condition while in his/her custody.
- 3.2 After acceptance of the rental boat, Renter agrees to immediately report any accident, malfunction, breakdown or defect to Owner. Continued use of the rental boat and equipment shall be entirely at the RENTER'S risk and thus RENTER assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
- 3.3 The Renter agrees to return the boat and equipment in same condition as when taken, ordinary wear and tear expected. A cash bond or equivalent deposit shall be retained by Owner as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excepted, as when received, for reimbursement of article damaged, missing or broken, or to be applied to the rental charges upon return of the boat by Renter.
- 3.4 Renter agrees that he/she will be held liable for any lost revenue due to damage to the rental boat.

### 4. USE OF BOAT & EXCLUSIONS:

- 4.1 The Renter agrees to restrict the operation of the boat to the protected waters of Long Island Sound, within the area bound by the Throgs Neck Bridge to the West and a line between the Huntington Bay (South Side of Sound) and Norwalk, CT (North side of Sound) to the East. The Renter is not permitted to operate the boat beyond this permitted area without the prior written consent of Owner.
- 4.2 The Renter certifies that he/she will operate the rental boat in accordance with all safety rules and regulations.
- 4.3 The Renter certifies he/she is at least 18 years of age and will not use the boat for any unlawful purpose.
- 4.4 The rental boat shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner.
- 4.5 The Renter agrees that that the boat shall be used exclusively as a pleasure vessel for the safe and proper use of the Renter, his family or guests during the terms of this agreement and shall not be used to transport merchandise, tow another vessel, nor passenger for hire or pay.
- 4.6 The Renter agrees not to use the boat in a careless or neglectful manner.
- 4.7 The Renter agrees not to use the boat while under the influence of alcohol and/or narcotic.
- 4.8 The rental boat shall not be used to carry passengers in excess of the capacity stipulated in 2.4 above.
- 4.9 The Renter agrees and understands that the use of rental boats is prohibited from dusk to dawn. Should the Renter choose to ignore this policy and damage occurs, said Renter will be 100% liable for all damages.
- 4.10 The rental boat shall not be used for any race or in any competition.

### 5. QUALIFICATIONS & RESPONSIBILITIES:

- 5.1 Renter certifies that he/she is experienced and qualified properly to handle the boat and will be the sole operator of the vessel. Further, Renter states that he/she is physically and legally qualified to operate the above-described boat.
- 5.2 Renter acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY RENTER that OWNER shall not be held liable for damages, inconvenience of time lost caused by accident, breakdown or malfunction of the boat. RENTER FURTHER AGREES to

indemnify and hold harmless the OWNER from, and against any and all claims for loss or damage to property or injury to persons (including death) resulting from the use, operation or possession of said boat, including loss or damage caused by fire, water, theft, or any cause whatsoever.

- 5.3 Renter acknowledges his/her responsibility to ensure that each person on the rental boat under the age of twelve is wearing a securely fastened United States Coast Guard approved wearable personable floatation device of an appropriate size when the rental boat is underway.
- 5.4 For rental boats less than twenty one feet, Renter acknowledges his/her responsibility to ensure that each person on board the boat is wearing a securely fastened United States Coast Guard approved wearable personable floatation device of an appropriate size when the rental boat is underway between November 1<sup>st</sup> and May 1st.

**6. RENTAL PERIOD:**

The Owner agrees to rent the above-described boat to the Renter for the following period:

- 6.1 Starting Date: \_\_\_\_\_ Time: \_\_\_\_\_ (a.m. / p.m.)
- 6.2 Ending Date: \_\_\_\_\_ Time: \_\_\_\_\_ (a.m. / p.m.)

**7. RENTAL RATE & DEPOSIT:**

- 7.1 The Renter hereby agrees to pay the owner at the rate of \_\_\_\_\_ per day or portion thereof AND / OR at the rate of \_\_\_\_\_ per hour for the use of the above-described boat.
- 7.2 Fuel is not included in the rental rate. All fuel used shall be paid for by the Renter.
- 7.3 If the rental boat is returned after 4:00 p.m., Renter will be charged a \$400.00 late fee.
- 7.4 The Renter agrees to make a cash bond or equivalent deposit, in the amount of \$1,500, with the Owner, said deposit to be used, in the event of loss of or damage to the boat or equipment during the term of this Boat Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

**8. INSURANCE:**

- 8.1 The Renter hereby agrees that he shall be held fully responsible for any and all loss of or damage to the boat or equipment during the term of this Boat Rental Agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment.

**9. RELEASE AND INDEMNITY:**

- 9.1 The Renter agrees to release the Owner and/or boat from any claims for loss and/or injury of any nature whatsoever, which may occur during the Rental Period.
- 9.2 The Renter agrees to indemnify and save the Owner and/or boat harmless from any claim for liability for loss and/or injury to any other boat, property or persons, including all occupants of the boat hereby rented, by reason of accident involving the said boat during the Rental Period or as a result of the operation of the boat in violation of any law or ordinance.

**10. JURISDICTION & GOVERNING LAW**

- 10.1 Each of the parties hereby agree that all actions or proceedings arising out of or relating to this Rental Agreement which may be litigated will be litigated in a State or Federal Court located within the county and State of New York.
- 10.2 This Rental Agreement shall be governed by and construed in accordance with the General Maritime Law, the statutes of the United States and where such laws are inapplicable, the laws of the State of New York.

**11. SEVERABILITY**

- 11.1 Should any term of conditions of the 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.

**12. ENTIRE AGREEMENT**

- 12.1 This agreement constitutes the entire agreement of the parties and may not be modified or amended verbally or otherwise except by a writing signed by all parties.

Signed at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_ 20\_\_

**OWNER/OWNER'S AGENT:** \_\_\_\_\_

**RENTER:** \_\_\_\_\_