BETWEEN **Valcour Boat Rentals LLC** LESSOR

Plattsburgh, NY 12901

(518) 420-9509

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lessee Name | | Phone | | Date |
| Street City State Zip | | | | No. in Party |
| Departure Time: | Return Time: | | | Max Capacity |
| 3. **BOAT** (Make/Type) Size: | | | **RENTAL RATE** | |
| 4. **MOTOR** (Make/Type) HP: | | | Full Day (8 Hours) |  |
| 5. **NAMES IN PARTY** (Anyone aboard your rental boat) | | | Half Day (4 Hours) |  |
| 1. | | | CUSTOM RATE (\_\_\_\_\_\_) Days/Hours |  |
| 2. | | | Tube, Water Skies, Wakeboard, ETC. |  |
| 3. | | | Sales Tax NYS (8%) |  |
| 4. | | | **GRAND TOTAL** |  |
| 5. 6. | | | | |
| 7. 8. | | | | |
| 9. 10. | | | | |
| 11. 12. | | | | |

Lessor rents to Lessee watercraft and the equipment referenced above in this agreement. Lessee hires from Lessor the above referenced watercraft and equipment for the time period and at the rate agreed upon above.

The maximum number of people permitted to occupy the watercraft which is the subject of this Agreement is stated above and aboard the vessel on the coastguard capacity sticker. Lessee agrees to comply with this requirement and acknowledges that failure to comply with this requirement may cause forfeiture of Lessee’s deposit. If the watercraft is not returned at the specific RETURN TIME stated above than an overtime charge of $75 per hour will be charged or taken from deposit.

Lessee agrees to report to the Lessor any accident or equipment failure of the rented watercraft and equipment in accordance with paragraph six of the Terms and Conditions of the back of this Agreement.

By signing this Agreement, Lessee certifies that he/she has inspected the watercraft and equipment referenced above and finds them in good working order and suitable for the purpose for which they are rented. Lessee also certifies that he/she is familiar with all safety rules and regulations pertaining to the operation of the watercraft referenced above and agrees to comply with said rules and regulations.

By endorsing this Agreement, Lessee certifies that he/she is knowledgeable and experienced in all facets of the operation, handling, and navigation of the watercraft refenced above in this Agreement.

Lessee certifies that he/she has read, understood, and agreed to all the terms stated in this Agreement (front and back). Lessee also acknowledges the receipt of a copy of this Agreement.

LESSOR: Valcour Boat Rentals LLC LESSEE:(Captain)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE(Sign):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

**TERMS AND CONDITIONS TO THE**

**STANDARD WATERCRAFT AND EQUIPMENT RENTAL AGREEMENT**

1. Lessee certifies that he/she has carefully inspected the watercraft and equipment to be rented under this

Agreement and finds them to be in good working order and suitable for the purpose for which they are rented. Lessee agrees to return said watercraft and equipment in the same condition in which he/she received it with the exception of ordinary wear and tear.

2. Lessee shall provide a damage and security deposit of $500 for one or two day rentals and $1,000 for rentals of three or more days. The damage deposit may be applied upon any of the following claims asserted by Lessor upon the return of the watercraft and equipment:

(A) Any damage to the watercraft or equipment with the exception of ordinary wear and tear

(B) Failure to return the watercraft or equipment in the same condition as it was received by Lessee

(C) Any Equipment which is lost or not returned

(D) Any overtime charges based on the rate of the front of the agreement of $75 per each hour

Provided, further, that such application of the damage deposit shall not be deemed to be liquidated damages and shall be with-out prejudice to Lessor’s right to seek additional damages from Lessee in the event such deposit is insufficient to compensate Lessor’s loss.

3. Lessee agrees not to operate or permit the operation of the watercraft and equipment;

1. In an unsafe, careless, negligent, or illegal manner
2. By any person under the influence of alcohol, narcotics or similar substance
3. By any person who has not signed this Agreement.

4. Lessee agrees that he/she is solely responsible for the safe and proper operation of the watercraft and

equipment. Lessee agrees not to hold Lessor liable for any inconvenience, damages, or time lost because of any accident or equipment failure related to the watercraft or equipment. Lessee also agrees to indemnify, hold safe and harmless against, and defend Lessor from any and all claims, costs, expenses, damage to property or personal injury (including death) arising from or pertaining to the use, possession or operation of the watercraft and equipment. Lessee acknowledges that Lessor shall have no liability for any damage caused to Lessee’s personal property in or on the watercraft and equipment including damage or loss caused by theft, fire, water or any other cause whatsoever.

5. Lessee agrees to indemnify and hold safe and harmless Lessor from and against any and all loss, attorney fees, costs, expenses, damages and liability in connection with enforcing this Agreement including without limitation all costs incurred in collecting delinquent payments under this Agreement and/or all costs incurred in a suit by Lessor to recover possession of the watercraft and equipment subject to this Agreement and/or any suit by Lessor to enforce any provision, term or condition of this Agreement.

6. Lessee agrees to immediately report to Lessor any accident, equipment failure, or any defect discovered after Lessee has accepted the watercraft and equipment. Continued use of the watercraft and equipment after such discovery shall be at Lessee’s own risk and shall cause Lessee to assume all responsibility for any injury or damage to persons or property resulting from the continued use of the watercraft and equipment.

7. Lessor can only provide watercraft and equipment reserved under this Agreement if prior lessees return the watercraft and equipment in a timely fashion. Lessor shall incur no liability if it cannot provide the reserved watercraft and equipment due to a prior lessee failing to return the watercraft and equipment on time or due to events beyond Lessor’s control. Lessee shall reserve the right to rent the watercraft at a prorated, proportionate rate if watercraft is not ready on time OR they may be allowed to extend their rental proportionate to the time lost. Lessor may cancel the rental and Agreement due to inclement weather or water conditions for a %100 refund.

8. Lessee consents to, accepts and agrees to abide by all additional terms and conditions posted by Lessor at Lessor’s place of business.

9. Lessee agrees to provide Lessor with a photo copy of their identification card.