

# BOAT/MOTOR RENTAL AGREEMENT

BOAT: \_\_\_\_\_ REGISTRATION # \_\_\_\_\_

The undersigned, as lessee, hereby hires the above boat from **LYNNHURST FAMILY RESORT**, the lessor, on the following terms and conditions.

## CONDITIONS OF RENTAL

In consideration of rental of the equipment described, I hereby relieve **LYNNHURST FAMILY RESORT** of all responsibility for personal injury and/or damages in case of any type of accident, whether it be caused by my fault or the fault of **LYNNHURST FAMILY RESORT** while on the grounds or in said boat. Further, I am responsible for the safety of myself and all of my guests I may have in the boat.

I assume complete responsibility for the boat, motor, and equipment. Furthermore, I agree to pay for any damages to the boat, motor, and/or loss of any equipment from the boat during the time it is rented to me.

I agree to indemnify and hold harmless and relieve **LYNNHURST FAMILY RESORT** of all responsibility from and against all loss, personal injury or damage from defects in the below mentioned equipment, or from the use, misuse or abuse of the said equipment by me, my agents, servants, guests, or those claiming under me (without regard to any question of due care or want of due care on the part of **LYNNHURST FAMILY RESORT** or its agents or its personnel including all claims for personal injury or damage to property sustained by third persons).

In the event of litigation as a result of the rental of the equipment described, or involving the terms hereof, the prevailing party shall be entitled to an award of attorney fees.

## TERMS OF AGREEMENT

The undersigned certifies that he/she is at least 18 years old and agrees that he/she will be the sole operator of described equipment.

The undersigned agrees that he/she will not operate the described equipment under the influence of drugs or alcohol.

The undersigned agrees to abide by all the laws of the STATE/COMMONWEALTH in which it is being operated, and to pay any fines assessed against the undersigned while the equipment is being rented by him/her.

The undersigned may not assign his/her rights and may not let any unnamed party use or sub-let the rented equipment.

The undersigned agrees to pay lessor for 100% of any damages to said rental equipment, and the contents thereof, including but not limited to the motor, propeller, life jackets, and contents.

The rental equipment must be returned to the main dock location by the check in time or LATE CHARGES will be charged at the rate of \$20.00 per 1/2 hour increment. Any rental that is for a longer period than one day will also be returned to the main dock daily by check-in time.

No more than the COAST GUARD approved number of people on the rental boat at a time.

The undersigned agrees that he/she will operate the rental equipment in designated areas. At no time shall the equipment be taken from KENTUCKY LAKE.

### THE UNDERSIGNED IS RESPONSIBLE FOR ALL GAS AND OIL USED DURING THE RENTAL PERIOD.

RENTAL DATES: \_\_\_\_\_ NUMBER OF DAYS: \_\_\_\_\_ **CHECK-IN TIME: Return to main dock by \_\_\_\_\_ PM daily.**

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ CITY, STATE, ZIP: \_\_\_\_\_

DRIVERS LICENSE NUMBER: \_\_\_\_\_ **LYNNHURST FAMILY RESORT UNIT #: \_\_\_\_\_**

Rental Charge: \_\_\_\_\_ Damage Deposit: \_\_\_\_\_

Tax: \_\_\_\_\_ Payment Method: \_\_\_\_\_

TOTAL: \_\_\_\_\_

### SAFETY EQUIPMENT ON BOARD and FEE IF DAMAGED OR LOST

_____ PFD Life Jackets ( <del>\$20.00 ea</del> ) <b>30.00</b>	_____ Paddle (\$18.00)
_____ Anchor & Line ( <del>\$25.00 / \$35.00</del> ) <b>40.00</b>	_____ Tie Off Line (\$5.00 ea)
_____ PFD Throw Device (\$30.00)	_____ Fire Extinguisher (\$20.00 if accidentally discharged)
_____ Boarding Ladder (\$150.00)	_____ Propeller & Skag (varies with size/damage)
_____ Bumpers/Fenders (\$40.00 ea)	Prices are subject to change without notice.

I am aware of NO WAKE areas and my responsibility for damage caused by my wake.

A float plan is filed for your safety. If found deviating from this plan, you are liable for your deposit.

\_\_\_\_ Persons on boat at the time of rental. SIGNED LESSEE: \_\_\_\_\_ EMPLOYEE SIGNED: \_\_\_\_\_

Lessee certifies that he/she has examined the craft, there is no damage, and it is acceptable.

CONDITION OF RENTAL EQUIPMENT UPON RETURN: (List damages or losses) \_\_\_\_\_