

# Boat Rental Agreement

## Lucy's Branch Marina

6049 Bay Village Dr.  
Athens, AL 35611  
Phone: 256-729-1322  
Fax: 256-206-7173

### Date of Rental:

### Booking Reference Number:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_

Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_ DOB: \_\_\_\_\_

**\*\*ALL RENTERS AND ANYONE OPERATING THE RENTAL CRAFT MUST BE AT LEAST 21 YEARS OF AGE AND PROVIDE PROOF OF AGE\*\***

### Watercraft Information and Charges

Basic (Black)       Deluxe (Blue)       Luxury

Half Day       Full Day

Accessories

Children Life Vest       2 Person Tube       1 Person Tube       Skis  
\_\_\_\_\_ Quantity

Total Rental:  
Deposit:  
Balance:

### **Completion of Rental:**

Balance: \_\_\_\_\_  
Fuel: \_\_\_\_\_  
Amount Due: \_\_\_\_\_

Notes:

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 rental 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.

**LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY.**

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.

**Terms and Conditions**

LESSEE authorizes and allows Lucy's Marina, LLC to charge my credit card for any damages to or loss of boat and equipment at replacement costs. Boat rental price does not include refueling. Boat must be refueled at Lucy's Marina, LLC and the tank must be filled when the boat is turned in.

**Initial:** \_\_\_\_\_

LESSEE agrees not to use, nor permit the use of the rental craft:

- for any unlawful purpose;
- in a careless or negligent manner;
- while under the influence of liquor and/or narcotics

**Initial:** \_\_\_\_\_

LESSEE acknowledges he/she has carefully examined the boat and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe, dependable condition while in he/she has custody.

**Initial:** \_\_\_\_\_

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 boat 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 rental charges upon return of rental craft by LESSEE. The foregoing shall not limit Lessor's ability to seek its further damages at law or equity.

**Initial:** \_\_\_\_\_

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report same to LESSOR. Continued use of the rental craft shall 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 of the rental craft.

**Initial:** \_\_\_\_\_

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

**Initial:** \_\_\_\_\_

LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental boat. LESSEE FUTURE AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel 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 boat. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft or any other causes whatsoever.

**Initial:** \_\_\_\_\_

LESSOR'S ability to provide a rental boat if reserved, is contingent upon and subject to the return of the rental craft by the previous lessee, or any other cause beyond LESSOR'S control.

**Initial:** \_\_\_\_\_

LESSOR reserves the right to cancel Agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

**Initial:** \_\_\_\_\_

The rules and regulations contained herein and as posted in the office, on the rental 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 that his/her family and or guest(s) will obey the rules and regulations.

**Initial:** \_\_\_\_\_

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 and the remainder shall not be affected and will remain in full force and effect.

**Initial:** \_\_\_\_\_

**THE TERMS AND CONDITIONS WITHIN THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.**

**I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON EACH PAGE; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

LESSOR: Lucy's Marina, LLC, by: \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_