

# Boat in the Water, LLC

## Boat Rental Contract

330 Beach Road, Russellville, AR 72802

479-967-1543

Rental Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Boat: \_\_\_\_\_ Time of Rental: \_\_\_\_:\_\_\_\_ Full: \_\_\_\_ Half: \_\_\_\_

Name: \_\_\_\_\_ Date of Booking: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

DLN: \_\_\_\_\_ State: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

Boaters License (if applicable): \_\_\_\_\_ State: \_\_\_\_\_ Iss: \_\_\_\_/\_\_\_\_/\_\_\_\_

**\*\*ALL RENTERS AND ANYONE OPERATING THE BOAT MUST BE AT LEAST 21 YEARS OF AGE AND PROVIDE PROOF OF AGE. ARKANSAS LAW REQUIRES ANYONE BORN AFTER 1985 TO HOLD A BOATER LICENSE TO OPERATE A BOAT\*\***

Credit Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Name on Card: \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVV: \_\_\_\_\_

Billing Address (if different than above): \_\_\_\_\_

**Rental Fee: \$ \_\_\_\_\_ + Fuel & Tax**

**Cancellation Policy:** Reservations cancelled inside 7 days will forfeit deposit unless boats can be re-rented.

**Deposit:** Reservations require a Major Credit Card or Debit Card number.

\*Boat in the Water, LLC reserves the right to limit partial day rentals\*

**LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT**

In consideration of the agreement herein, Boat in the Water, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the boat and equipment described herein. In the event the boat is not returned at time specified herein. **Said LESSEE agrees to pay for OVERTIME at rate of \$10 per every 5 minutes late and forfeits their full deposit after 30 minutes.**

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

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL BOAT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE **MALFUNCTION/BREAKDOWN** CLAUSE WHICH FOLLOWS.

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

This certifies that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. LESSEE agrees said boat will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE(S) will not remove any equipment from Pope County and will operate that said boat within limits of Lake Dardanelle from Boat in the Water, LLC and I (We) have familiarized myself/ourselves with a chart of the area. **WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS NOT COVERED BY INSURANCE, NO EXCEPTION, LESSEE IS LIABLE.**

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

Boat rental price does not include refueling, or tax. Boat must be refueled at Russellville Marina owned and operated by Boat in the Water, LLC and the tank FULL when the boat is turned in.

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

**LESSEE agrees not to use, nor permit the use**

- Of the rental boat for any unlawful purposes;**
- Of the rental boat in a careless or negligent manner;**
- Of the rental boat while under the influence of liquor, narcotics, of any other drugs;**
- Of the rental boat after dark; and**
- By any persons: who's not the signatory the rental agreement; not at least 21 years of age; not equally qualified.**

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

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A major credit card authorization (VISA, MasterCard, Discover, or Debit) 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 boat by LESSEE.

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

I authorize and allow Boat in the Water, LLC to charge my credit card for any damages to or loss of boat and equipment at replacement costs. Replacement of equipment and costs include but are not limited to:

**\$250.00 for Replacement Bimini Top**

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

**\$175.00 for Replacement Propeller**

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

**\$600 - \$1000 for New Lower Unit on Motor**

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

**\$40 for Lost or Damaged Anchor**

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

**\$120 For Lost or Damaged Ladder**

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 FURTHER 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.

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

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

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 agreed that Venue and any action hereunder shall be in the county of LESSOR.

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

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report it to LESSOR by telephone at **479-967-1543** and at the marina office. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

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

LESSOR reserves the right to cancel this rental 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 boat 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.

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

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the 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.

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

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS 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.

**I (WE) HAVE READ ALL PAGES 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.**

**LESSOR: Boat in the Water, LLC. By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_**

**LESSEE: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_**

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### WAIVER AND RELEASE OF LIABILITY AGREEMENT

**DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Boat in the Water, LLC \*(For purposes of this Waiver and Release, the term "Boat in the Water, LLC" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of the Russellville Marina.). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Boat in the Water, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Boat in the Water, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Boat in the Water, LLC.

**ACKNOWLEDGEMENT OF RISKS** – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include:

1) Changing water flow, tides, currents, wave action and ships' wakes; 2) Collisions with any of the following: other participants, the boat's, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTION OF RISK** - The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Boat in the Water, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Boat in the Water, LLC.

**WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Boat in the Water, LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Boat in the Water, LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Boat in the Water, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Boat in the Water, LLC shall not be responsible for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Boat in the Water, LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Boat in the Water, LLC

**LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Boat in the Water, LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boat's and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Boat in the Water, LLC, even if such damages arise out of the negligence or fault of Boat in the Water, LLC.

**ACKNOWLEDGEMENT OF WAIVER AND RELEASE** – The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Boat in the Water, LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Boat in the Water, LLC for Boat in the Water, LLC's negligence

**LESSEE:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

### Additional Operators or Passengers:

1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

4) \_\_\_\_\_ 5) \_\_\_\_\_ 6) \_\_\_\_\_

7) \_\_\_\_\_ 8) \_\_\_\_\_ 9) \_\_\_\_\_

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## Rental Boat Condition Report

Responsible Party: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Boat: \_\_\_\_\_ # of People: \_\_\_\_\_ Return Time: \_\_\_\_\_

Number of Life Jackets Provided: \_\_\_\_\_ Adult; \_\_\_\_\_ Youth (50-90 lbs.); \_\_\_\_\_ Child (30-50 lbs.)

Description:	Beginning of Rental:	End of Rental:	Replacement Costs:
Number of Life Jackets			\$20.00 Each
Number of Throwables			\$20.00 Each
Fire Extinguisher			\$30.00 Each
Ladder			\$120.00
Pontoons			\$500-\$1000 depending on severity of damages
Bimini Top (Frame and Fabric)			~ \$250 depending on damages
Exterior Condition – (Scratches, Dents, & Dings)			Cost Determined by Boat in the Water Mechanic
Interior Condition – (Rips, Tears, & Burns)			Cost Determined by Boat in the Water Mechanic
Interior Condition – (Cleanliness & Trash)			\$25 Cleaning Fee
Other: (see back)			Cost Determined by Boat in the Water Mechanic
Gas	Full	# Of Gallons: _____	\$ _____

☐ **Please Charge Card on File for Gas.**

I, the undersigned Driver, have carefully examined the specified watercraft, including interior, exterior, prop condition, accessory equipment, and safety equipment prior to departure and find it suitable for the purpose in which it is rented. I, the Renter, understand that I will be held financially responsible for any damaged or missing equipment while in my possession. I, the Renter, will be charged for replacement and repairs if the watercraft is not returned in the same condition as when it departed. **I understand that if I fail to remove all trash upon return that a \$25 cleaning fee will be charged.**

Driver Signature(s): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Boat in the Water: \_\_\_\_\_