

### Boat Rental Contract

This Agreement is made and entered in this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_, of \_\_\_\_\_, hereinafter called "Owner", and \_\_\_\_\_, of \_\_\_\_\_, hereinafter called "Renter".

#### Vehicle

The vehicle which the Owner hereby agrees to rent is:

\_\_\_\_\_

Mileage at beginning of rental period: \_\_\_\_\_

The Owner represents that to the best of his knowledge and belief that said vehicle is in sound and safe condition and free of any known faults or defects which would affect its safe operation under normal use.

#### Rental Period

The Owner agrees to rent the above-described vehicle to the Renter for a period of \_\_\_\_\_ beginning at \_\_\_M. on \_\_\_\_\_ and ending at \_\_\_M. on \_\_\_\_\_.

The Renter agrees (a) that the rented vehicle shall not be used to carry passengers or property for hire; (b) that the rented vehicle shall not be used to carry passengers other than in the interior or cab of the vehicle; (c) that the rented vehicle shall not be used to carry passengers in excess of the capacity thereof; (d) not to use the vehicle to push, propel or tow another vehicle, trailer or any other thing without the written permission of the owner; (e) not to use the vehicle for any race or competition; (f) not to use the vehicle for any illegal purpose; (g) not to operate the vehicle in a negligent manner; (h) not to permit the vehicle to be operated by any other person without the written permission of the owner; and (i) not to carry passengers, property or materials in excess of the rated weight carrying capacity of the vehicle.

#### Insurance

The Renter hereby agrees that he shall fully indemnify the Owner for any and all loss of or damage to the vehicle or equipment during the term of this 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 vehicle or equipment.

#### Rental Rate

The Renter hereby agrees to pay the Owner at the rate of \$\_\_\_\_\_ per \_\_\_\_\_ for the use of said vehicle. All fuel used shall be paid for by the Renter.

#### Deposit

The Renter further agrees to make a deposit of \$\_\_\_\_\_ with the Owner, said deposit to be used, in the event of loss of or damage to the vehicle or equipment during the term of this 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 fee and any excess shall be returned to the Renter.

#### Return of Vehicle to Owner

The Renter hereby agrees to return said vehicle to the Owner at \_\_\_\_\_ no later than \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

\_\_\_\_\_

\_\_\_\_\_