

BOAT RENTAL AGREEMENT

Name			Date		
Address:	Street:				
	City:	State:	Zip Code:		
	Home phone:	Cell:		_	
	Driver's License #:		State:		
CREDIT	CARD NUMBER :			Exp:	

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

Damages & Security deposit:

The RENTER acknowledges his/her RESPONSIBILITY for the safe and proper operation of the boat, and for the safety and welfare of other boaters and passengers. It is agreed and understood by the renter that PYS shall not be held liable for damages, inconveniences or time lost caused by an accident, breakdown, or malfunction of the boat. RENTER further agrees to indemnify and hold harmless PYS and its agents against any and all claims. RENTER further agrees to hold PYS harmless should loss or damage occurs to renter's property while in the rented boat. INITIAL : ______ Upon arrival, a security deposit of \$500(Pearson 26) or \$1,000(O'day 32) will be required. This DEPOSIT is held for any damages up to the total value to the boat rented at the time of rental. Any damages will be billed and added to renter's agreement. The deposit can be a force on a credit card or be held in cash. The security deposit will be returned after the rental boat is cheeked over for damage and rental bill is paid. INITIAL: _______

Security Deposit, Damages has been explained to customer_____

RENTAL FEES:

Boat Name :_____

FULL DAY8:30-5:30pmHalf DAY8:30-12:30or1:30-5:30pm

Date RENTED:_____

Number of People:RENTAL FEESecurity deposit\$_____

58 Fore Street, Portland, Maine, 04101 Tel 207-774-1067 Fax 207-774-7035 Parts Room Fax 207-774-2601 Joanna@portlandyacht.com http://portlandyacht.com

FINE PRINT Please initial each clause before signing document

In Consideration of the agreement herein, Portland Yacht Services (herein referred to as PYS) agrees to lease to the undersigned (herein after referred to as the LESSEE) the boat and equipment describer herein. In the event the craft is not returned at time specified herein SAID Lessee agrees to pay for OVER TIME at the rate of \$50 per hour. Initial: _____

The LESSEE certifies that he/she has examined the boat and equipment and fined it acceptable and suitable for the purpose for which it is leased. That he/she will operate the boat in accordance with all safety rules and regulations as posted in this office and on the boat and further certifies that he/she has read and understand the rules and regulations. Initial:_____

Lessee agrees to report any accident, malfunction or breakdown of rental craft to PYS immediately in accordance with the rules. Initial:_____

This certifies that I (We), the lessee(s) are / am experiences and capable in all aspects of the handling and operation of the boat such as the one rented above. Lessee agrees that the PYS boat will not be occupied by a greater number of persons that is show in this rental agreement. I (we) have familiarized myself / ourselves with a chart of the Casco Bay. Initial : ______

The Lessee acknowledges he/she has carefully examines the boat and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in the suitable and acceptable condition: that he/she will maintain both boat and equipment in a safe dependable condition. Initial:_____

A major credit card authorization or CASH in the amount of \$500 shall be retained by PYS as partial compensation for failing to return the boat in good condition. Initial:_____

Lessee expressly agrees to indemnify and hold PYS and its agents, affiliates and personnel, HARMELESS of from and against any and all loss, cost, damage, attorney fees and/or liability in connection with the enforcing of the rental contract, including expenses incurred in connection with attempting to collect delinquent rent and in the event of a suit by LESSOR, to recover posse ions of said boat and / or to enforce any terms, conditions and / or provisions hereof. Initial:______

In the event of malfunction, breakdown the lessee will immediately report to PYS. Continued use of it shall entirely at the lessees risk andthus lessee assumes all liability of injury and damage to all persons and property that may become involved by its continued use. Initial______

PYS ability to provide a rental boat if reserved is contingent upon and subject to the return of the boat by previous LESSEE. Initial:______

PYS reserves the right to cancel this rental due to inclement or impending bad weather. Rental fees will be prorated. Initial:_____

The rules and regulations contained herein as posted, are for the safety and welfare of all who use the boat. The lessee certifies that he/she has read and understands the rules and regulation and further assumes the responsibility that his/her family or guests will OBEY the rules. Initial:______

The Terms and conditions on both sides of this contract contain the entire understanding between LESSEE and PYS and no other representation or inducement, oral or written, has been made which is not included in this rental agreement.

I have read all of the agreement and fully understand the terms and conditions as set forth on this agreement.

Lessor: Portland Yacht Services	by:	DATE:
LESSEE:		DATE: