

WATERCRAFT RENTAL AGREEMENT – HURRICANE #1

THIS AGREEMENT is made and entered into this ___ day of _____ 2022 by and between Yankee Point Sailboat Marina, Inc., a Virginia Corporation, hereinafter referred to as "Lessor" _____ hereinafter referred to as "Lessee".

Lessor agrees to lease and Lessee agrees to rent the watercraft herein described as either/or

- a. **2001 22' Hurricane Deck Boat, Model GS202** HIN: GDYJ5006G001 with a Yamaha 115 HP Outboard Serial Number 6EKX1076267
- b. **2008 20' Hurricane Deck Boat, Model 20' 1"** HIN: GDYL3324I708 with a 150 HP Outboard Yamaha

Lessor agrees to the following:

RENTAL PERIOD

Lessor agrees to rent the above described watercraft to Lessee for a period of _ day(s) commencing at 08:30am on _____ and ending at 4:30pm on _____, 2022.

RENTAL PAYMENT

In return for the use of the watercraft during the "rental period" Lessee agrees to pay the Lessor the sum of Three Hundred US Dollars (\$300) for the first 8 hours and \$²⁵⁰for each additional day plus the cost of fuel consumed during the rental. Payment for the rental of said watercraft is due in advance and contemporaneously with the execution of the watercraft rental agreement.

DAMAGE DEPOSIT

Lessee acknowledges responsibility for any and all damage to the subject watercraft occurring during the rental period and any period thereafter until said watercraft is returned to lessor. In addition to the rent required for the rental period Lessee agrees to pay to Lessor at the time of the execution of the Watercraft Rental Agreement, a Deposit of \$300.00. The Deposit shall be held by Lessor until the return of the watercraft at the conclusion of the rental period set forth above. From the Deposit the Lessor shall withhold and retain any sums which may due Lessor from Lessee on account of any and all damage to the watercraft of any type or nature occurring during the rental period. This damage includes, but is not limited to, any damage, scratches or dings to the watercraft's propeller, any dents, dings, scrapes or other damage to the body, hull, pontoon or surface area of the watercraft not present at beginning of rental period. Additionally, a Credit Card Deposit of \$1500.00 will be applied on at the start of the rental period to cover any costs of cleanup including watercraft wash down and the removal of trash or garbage from the watercraft at the conclusion of the rental period. The determination of the amount, if any, of the Deposit to be withheld by Lessor shall be in the sole discretion of the Lessor. Any sums not utilized as contemplated herein or subject to the penalty rental amount or subject to the refill provisions of the "Fuel" provision below shall be returned to the Lessee after the conclusion of the rental period. -To the extent there are insufficient funds in the Damage Deposit to satisfy Lessee 's obligations under this agreement Lessee agrees to immediately, upon demand, provide _to Lessor such additional funds as are required to satisfy Lessee 's responsibilities hereunder.



FUEL

Lessee agrees to be solely responsible for any fuel and oil utilized during Lessee's operation of the boat. Lessee also agrees to only use Non-Ethanol 87 Octane fuel in any refueling. Lessee by the execution of this Rental Agreement acknowledges that said watercraft is full of fuel and

Lessee further agrees to be responsible for the cost of refilling the full tank of the watercraft during the rental period and after the completion of the lease term. Lessee agrees to refill the watercraft fuel tank at the conclusion of the rental period and agrees that any gas purchased during, or at the completion of the rental period pursuant to this paragraph shall be purchased from Lessor.

FAILURE TO RETURN WATERCRAFT AT END OF LEASE PERIOD

Lessee hereby acknowledges that if the watercraft is not returned to Lessor at the end of the lease period, Lessee shall be responsible for a penalty rental amount of \$100.00 per hour for every hour in which Lessee fails to return the watercraft to Lessor. This amount shall be deducted by Lessor from the Deposit. To the extent there are insufficient funds in the Deposit to recoup this item, Lessee agrees to make prompt payment to Lessor for any late rental penalty fee upon return of the watercraft to Lessor.

USE OF WATERCRAFT

Lessee further agrees that the leased watercraft shall not be used to carry passengers or property for hire and further, that the rented watercraft shall not be used to carry passengers or property in excess of the rated capacity of the boat. Lessee further agrees not to utilize the watercraft to tow or propel any other barge or thing without the Lessor's written permission. Lessee further agrees not to use the boat or motor in any race or other type of competition and further agrees that the watercraft shall not be used for any illegal purpose. Lessee shall not operate the boat or it's motor in a negligent fashion nor operate the boat or it's motor outside the area of use designated in this Agreement which shall be the Rappahannock River and its tributaries. Lessee shall not permit the boat or it's motor be operated by any person other than the Lessee without the written permission of Lessor. Lessee further agrees not to remove, alter, attempt to repair in any way, modify the watercraft's engine. Lessee agrees not to consume alcohol or any illegal substances during the lease period. Lessee agrees to abide by all safety rules and regulations applicable to the operation of said watercraft.

INSPECTION AND ASSUMPTION OF RISK

Lessee hereby acknowledges custody of the watercraft described above in good condition, equipped as indicated in this Agreement and understands and is fully aware of the fact that boating and utilization of a watercraft, skiing, utilization of water toys or floats often is a hazardous activity. Lessee understands that the sport of boating; skiing, riding water toys and the use of the equipment involves a risk of injury to any or all parts of the user's body and possible death. Lessee hereby acknowledges said understanding and expressly assumes and accepts any and all risk of any injury or death related to the use of the watercraft which is the subject matter of this watercraft lease agreement.

EXPLANATION OF SAFETY PROCEDURES AND INDEMNIFICATION

Lessee hereby acknowledges that to the best of Lessee's knowledge, Lessee is in good physical and mental condition and that the watercraft safety procedures have been fully explained to the Lessee. Lessee further acknowledges that he has a current Virginia Boater Safety Card in his possession. Here is the link to obtain a license in the event you do not have one, [Virginia Boater Safety Course Link](#). You will not be able to take the vessel if you do not possess this credential. Lessee voluntarily assumes all risks of accidents or damage to person or property which may occur due to Lessee's utilization of the watercraft which is the subject matter of this lease. Lessee for himself, his agents, heirs, assigns or successors in interest hereby



releases Lessor, its Agents and Employees, from any and all claims (including damage to property), demands, actions, and from all liability for damage, loss or injury which may arise out of the Lessee's operation of said watercraft.

Lessee further agrees to indemnify and hold harmless Lessor, its Agents or Employees, from any and all damage, claims, demands, actions, and causes of action, including personal injury, property damage and/or attorney's fees, caused or incurred by Lessee's use of the leased watercraft, including the use of the leased watercraft by Lessee's guests or other invitees or occupants. Lessee further acknowledges that Lessor shall be entitled to and Lessee responsible for those costs incurred by Lessor, including reasonable attorney's fees, in an effort to enforce the provisions of this agreement.

EXCLUSION OF WARRANTIES

Lessee understands that the watercraft which is the subject matter of this lease is provided AS/IS and that there are no expressed or implied warranties made by the Lessor in relation to this watercraft rental agreement including, but not limited to, warranty of merchantability or warranty of fitness for a particular purpose.

CERTIFICATION OF UNDERSTANDING

Lessee by the execution of this document acknowledges that he or she is over the age of eighteen (18) years has fully read and understands this agreement and all the terms and conditions thereof.

LESSEE:

Name: _____

Signature: _____

Address: _____

Phone: _____

Email: _____

Deposit of \$300.00 will be sent via our billing platform, please let us know if you do not receive.

Deposit is non-refundable if reservation is cancelled

