



BOAT RENTAL AGREEMENT

Renter Name _____ Email _____ Date _____

Home Address _____ Home Phone _____

Local Address _____ Cell phone _____

Driver's License # _____ State _____ D.O.B. _____

Credit Card Type _____ Credit Card Number _____
 (A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER)

Exact Name on Credit Card _____ Exp. Date _____ Sec. Code _____

Billing address if Different Than Above _____

Boat number _____ Boat Description _____

The undersigned as Renter (including any and all RENTERS signing the agreement), rents from SamSen, LLC as OWNER, boat number _____ described above, based on the terms and conditions detailed on both sides of this agreement.

The RENTER must return the boat to the OWNER at or before ____:____ m on _____(date)

Late Fees will accrue starting at ____:____ m on the date as follows:
 1-15 minutes = \$25.00 16-30 minutes = \$50.00 31 minutes plus = full days rental amount.

Renter who signs to accept the terms of this Rental Agreement certifies that he or she is 25 years of age. Renter agrees that he or she has read and understands all the terms and conditions put forth on all sections of this agreement and agrees to indemnify and hold harmless SamSen, LLC for all damages it sustains as a result of violation by the RENTER or RENTER's guests.

Signature of RENTER _____

Date _____

Signature of OWNER representative _____

Date _____

Renter agrees to return said boat, together with all accessories and safety equipment, to the OWNER in the same condition as RENTER received it. Please see the BOAT INSPECTION and ACCESSORIES LIST section below.

	PRE-RELEASE INSPECTION	FINAL INSPECTION
EXTERIOR & BIMINI TOP		
SEATS/INTERIOR		
FLOOR		
STEREO & SPEAKERS		
LADDER		
DRIVE/PROPELLER		
DEPTH FINDER		
BOAT CLEANLINESS		
ACCESSORIES & SAFETY EQUIPMENT	___ Flares ___ Fire Extinguisher ___ SOS Flags ___ Fenders ___ Lines ___ Anchor & Line ___ Life Jackets ___ Buoyant Cushions	___ Flares ___ Fire Extinguisher ___ SOS Flags ___ Fenders ___ Lines ___ Anchor & Line ___ Life Jackets ___ Buoyant Cushions

NOTE: The boat will be released to you having been thoroughly cleaned. Should you observe any exception that concern you, please note them above. The boat is to be returned in a similar condition with allowances for what could reasonably be considered normal use. Any excessive dirt, stain or general messes that require special cleaning and are noted as such above will be subject to a cleaning charge that will be defined at the time the boat is returned to the OWNER.

The RENTER acknowledges that SamSen, LLC personnel have fully explained proper operation of the boat, safety equipment included and safety procedures.

RENTER confirms that they have noted and read the Coast Guard label attached to the boat establishing the total weight capacity of this boat. In addition to the defined weight capacity, SamSen, LLC has established the limit of 6 people that can be on this boat at one time, based upon seating capacity and concerns for general operational safety.

Cost

Shift Rentals:

Morning: 7:30 am to 11:00 am

Afternoon: 11:30 am to 3:00 pm

Late Afternoon: 3:30 pm to 7:00 pm

\$250.00 per shift or \$450.00 double shift

Full Day Rental (All 3 shifts): \$650.00

The RENTER shall keep his or her copy of this Agreement in their possession during the rental period and must present it to the OWNER at the time of return for preparation of the final invoice.

PLEASE NOTE that PETS are not allowed on the boats.

SamSen, LLC – Additional Terms and Conditions

1. Navigation of the boat identified in the Rental Agreement is confined to Seneca Lake.
2. RENTER acknowledges that the boat is the rightful property of the OWNER, and further acknowledges that he or she received said boat in good and safe mechanical and seaworthy condition. RENTER is responsible for boat and all accessories for the entire rental period until the boat is returned to OWNER including, but not limited to, the event of weather or unforeseen circumstances that make it necessary to leave the boat secured in the water. RENTER should be mindful that any damages occurring from the boat not being secured properly under any circumstance is his/her responsibility.
3. RENTER agrees to operate the boat in a safe and legal manner as prescribed by all laws and regulations applicable to the area in which the boat is operated. Please refer to the Coast Guard informational flyer provided to you along with this agreement. **NOTE** that the **daytime speed limit is 25 mph** and the **nighttime speed limit is 15 mph**.
4. **Renter shall abide by all federal, state, and local laws regarding the operation of the boat and consumption of alcohol.**
5. Children younger than 12 years old are always required to wear a lifejacket.
6. RENTER agrees to pay the OWNER for all damages to the propeller and lower unit of the boat caused by beaching, hitting submerged obstructions, running aground or any other cause. The propeller and lower unit of the boat will be inspected at the start and conclusion of the rental period. If there is ANY damage to the motor or propeller, RENTER will immediately be charged a minimum of \$200.00 for repair. The total cost for the repair will be determined by a mechanic and is to be paid in full by the RENTER.
7. RENTER agrees to pay the OWNER the cost of replacing lost equipment and the cost for repairing damages to, and caused by, the boat including parts, labor, any expenses incurred for transporting the boat or other property to and from the point of repair, all towing charges, including, but not limited to, all towing charges as the result of grounding or beaching the boat, regular rental fees covering the time the boat is out of service as a result of the damage and any collection costs and/or attorney fees necessary to secure reimbursement. It is understood that the Security Deposit ("Deposit") will be used for payment of all or part of the above cost up to the full amount. Costs in excess of the Deposit shall be paid by the RENTER to the OWNER on demand. RENTER must leave a copy of the credit card on file as deposit. Any expenses at the end of the rental period shall be credited back when the boat and all accessories are returned in the same condition as when rented.
8. RENTER agrees to pay the OWNER upon demand all charges for rental time, fuel, oil, service and other charges applicable to the rental of the boat at the rates or in the amounts specified on the SamSen LLC rate sheet. All fuel must be purchased at the SamSen LLC. fuel dock to insure proper mixture of gas and oil. The boat will be filled with gas and oil when returned and these charges will be added to the rental fees.
9. RENTER agrees to and shall indemnify and hold harmless SamSen LLC., its officers, agents and employees, from and against any claims, losses, damages, causes of action, suits and liability of every kind including all expenses of litigation, court costs, and attorney fees for injury or death of RENTER, or RENTER'S guests or invitees or for damages to any property of RENTERS or RENTER'S guests or invitees, arising out of or in connection with obligations of SamSen, LLC. under this contract, wherein such injuries, death or damage are caused by SamSen, LLC sole negligence or the joint negligence of the RENTER or any other person or entity.
10. RENTER further agrees to and shall indemnify and hold harmless SamSen, LLC, its officers, agents and employees, from and against any claims, losses, damages, causes of actions, suits and liability of every kind related to environment damage caused by discharges, whether voluntary or accidental, of hazardous materials from the boat while in possession of the RENTER.