

# Boat Rental Contract

## *Main Channel Marina*

720 S. Lakeside Dr.  
Syracuse, IN 46567  
574-457-4200/866-856-2628

Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Address: Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. \_\_\_\_\_

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER.

EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: \_\_\_\_\_

### Security Deposit:

Upon arrival, a security deposit of \$500.00 will be required. 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 checked out for damage and rental bill is paid.

### Deposit:

Reservations require a deposit of \$100.00 per day per boat.

Security Deposit & Deposit has been explained to customer

☐

Date Rented: \_\_\_\_\_

Boat Name: \_\_\_\_\_

Number of People: \_\_\_\_\_

Onyx: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

Sandy Pearl: \_\_\_\_\_

Checklist Fees \_\_\_\_\_

Black Pearl: \_\_\_\_\_

Fuel Used: Gal: \_\_\_\_\_ @\$ \_\_\_\_\_

Merlot: \_\_\_\_\_

\$100.00/Day/Boat Rental Deposit \$ \_\_\_\_\_ Date: \_\_\_\_\_ Employee: \_\_\_\_\_

Total Due before leaving dock: \$ \_\_\_\_\_

### Confirmation Information (Reservations Recommended)

Date Confirmed: \_\_\_\_\_

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

### Lessee to read all pages of this agreement and initial each clause before signing this document

In consideration of the agreement herein, Main Channel Marina (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$50.00 per each half-hour.

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

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

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

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY

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

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft 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.

Initial \_\_\_\_\_

I authorize and allow Main Channel Marina to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled at Main Channel Marina.

Initial \_\_\_\_\_

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody.

Initial \_\_\_\_\_

A major credit card authorization (VISA MasterCard) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft 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 craft by LESSEE.

Initial \_\_\_\_\_

LESSEE agrees not to use, nor permit the use:

- a. Of the rental craft for any unlawful purpose;
- b. Of the rental craft in a careless or negligent manner;
- c. Of the rental craft while under the influence of liquor or narcotics; or any other drugs
- d. By any other person not the signatory of the agreement, or not equally qualified

Initial \_\_\_\_\_

Lessee acknowledges his/her responsibility for the safe and proper operation of the craft; 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 craft. 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 craft. 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 craft, 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 craft the LESSEE will immediately report it to LESSOR. Continued use of it shall 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'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

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 craft 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 and 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: Main Channel Marina, by: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE: \_\_\_\_\_

Date: \_\_\_\_\_

# ***Main Channel Marina***

## ***Boat Rental Policy***

**ABSOLUTELY NO SMOKING ON ALL BOATS**

**\*Prices subject to change\***

### **GASOLINE**

- Extra on all rentals- tank is full at departure and will be refueled upon return/ Additional usage during rental period to be paid at time of purchase

### **SAFETY GEAR**

- Jackets, throw cushion, fire extinguisher, and anchor & line are not to be used for any purposes other than in the event of an emergency
- Any equipment misused will have to be paid for in full. We provide safety equipment for pontoons with the exception of infant vests.
- Anyone under the age of eight must wear a life vest at all times.
- We do not allow cooking/grilling on the pontoons

### **AGE LIMIT**

- You must be 21 to rent/drive rentals with valid driver's license

### **PETS**

- Sorry, no pets are allowed on pontoons

### **CLEANLINESS**

- Any boats returned extremely muddy, dirty, with food bits and trash strewn about will be subject to an additional \$20 cleaning charge.

### **PAYMENT**

- A credit card is required to reserve a pontoon

### **CANCELLATION NOTICE**

- a 24 hour notice on daily rentals, and one week cancellation notice for weekly rentals required to avoid "NO SHOW CHARGES" on your credit card.

### **WEATHER**

- In the event of bad weather, please call to confirm your cancellation

**CUSTOMER IS RESPONSIBLE FOR ANY DAMAGE DONE TO EQUIPMENT**

**FOR MORE INFORMATION & RESERVATIONS**

**Call 574-457-4200**

*Main Channel Marina on Lake Wawasee*  
*Pontoon Rental Price Sheet*

**574-457-4200**

**Toll Free 866-856-BOAT (2628)**

*www.mainchannel.com*

**Onyx**

**Merlot**

**Bennington- 20 ft. 60hp 11 passenger Pontoons- Onyx & Merlot**

**\*All boat rentals require a deposit of \$500**

<b>Hourly</b>	<b>Daily (Mon-Fri)</b>	<b>Daily (Sat-Sun-Holiday)</b>	<b>Weekly 5-Day (Mon-Fri)</b>	<b>Weekly (7-Day)</b>
\$75	\$195	\$245	\$700	\$850

**Sandy Pearl**

**Black Pearl**

**Harris- 22 ft. 60hp 12 passenger Pontoons- Sandy Pearl & Black Pearl**

**\*All boat rentals require a deposit of \$500**

<b>Hourly</b>	<b>Daily (Mon-Fri)</b>	<b>Daily (Sat-Sun-Holiday)</b>	<b>Weekly 5-Day (Mon-Fri)</b>	<b>Weekly (7-Day)</b>
\$85	\$205	\$255	\$750	\$900