

VALLECITO MARINA

14810 CR 501, VALLECITO LAKE, CO 81122 970-884-7000 EQUIPMENT RENTAL AGREEMENT

| NAME: | PHONE: |
|----------|--------------------|
| ADDRESS: | CITY, ST, ZIP |
| EMAIL: | Driver's License # |

MARINA EQUIPMENT RENTAL POLICIES: (Quote and initial for all phone reservations/ walk-in customers must initial each)

- 1. Late fee of \$75.00 or more and additional rental time used for equipment returned after the reserved time.
- 2. Rentals period begin at "scheduled" start time, not departure time from dock. So, come 15 min. early.
- _____3. Payment is made in advance of rental period.
- _____4. Lessee license and credit card will be held upon return of equipment. No Exceptions!
- _____5. All drivers must be a minimum of 21 years of age.
- _____6. # of guests, cannot exceed the capacity limit for said vessel.

___ I have read, understand and agree to the Marina Equipment policies listed above.

| Initials/Customer/Staff | List of items | |
|-------------------------|------------------------------|--|
| / | 1. # of life jackets onboard | |
| / | 2. Anchor | |
| / | 3. Paddle | |
| / | 4. Prop | |
| / | 5. Fishing poles | |
| / | 6. Upholstery | |
| / | 7. Carpet/flooring | |
| | 8. Any additional notes | |
| / | 9. | |

Time Out: ______Time In:_____

of people in party: ______

| • | Notes/Special Requests | TOTAL CHARGES: | |
|-----------------------------------|------------------------|-------------------------|----|
| Additional items added to rental: | | Equipment Rental | \$ |
| | | Fishing poles | \$ |
| | | Retail | \$ |
| | | Damage | \$ |
| | | Late fee | \$ |
| | | Other | \$ |
| | | COUPONS | \$ |
| | | TOTAL | \$ |

TERMS AND CONDITIONS FOR EQUIPMENT RENTAL

IMPORTANT! PLEASE READ BEFORE SIGNING.

LESSEE STATES: I am an adult of at least 21 years of age. I have rented the described vessel as Lessee from the Lessor.

I agree to the following terms and conditions:

- Lessee agrees to return the vessel on or before the established time, otherwise Lessee shall pay a \$75.00 late fee and any additional time at the hourly rental rate, with any portion of an hour constituting a full hour. Lessee shall also pay any loss or damage Lessor may incur by Lessee's failure to return with vessel at the established time. There is no refund for early return of vessel. Lessor not responsible for loss of running time due to weather, illness accidents or changes in plans.
- Lessee shall return the vessel in the condition it was received or Lessee shall be liable for all damages and/or loss
 of vessel and its equipment sustained during the rental period. Should the vessel be returned in a condition that
 requires extensive cleaning, a cleaning fee of \$50.00 per hour shall be added over and above any other required
 charges.
- 3. Lessee agrees that the vessel will be kept in a safe place when unattended by Lessee personally and will be used solely by Lessee in a safe manner and on the date and time indicated on the rental form.

Lessee further agrees:

- 1. Lessee's acceptance and use of the vessel will be deemed to be acknowledgement that the vessel is sea worthy.
- 2. Lessee assumes all risk of loss and damage to vessel or other person or property damaged by Lessee.
- 3. Lessee agrees not to use, nor permit the use of the vessel for any unlawful purpose, or not to use of vessel in a careless or negligent manner.
- 4. Lessee agrees not to use the vessel while under the influence of liquor or any drugs, legal or not legal.
- 5. Lessee understands that due to changing water conditions and levels, some hazardous areas may be unmarked and therefore not described by Lessor before rental period.
- 6. Lessee shall have exclusive possession, control, and command of vessel during the rental period.
- 7. Lessor is not responsible for any property left on vessel, or lost or transported by Lessee or any other person in Lessee's party on vessel before, during or after rental period.
- 8. Lessee shall indemnify and hold Lessor harmless from any and all liability resulting from injury (including death) to any person, or damage or loss of property suffered on or about the vessel by reason of Lessee's use, navigation, or operation of the vessel.
- 9. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, cost, damages, attorney fees and/or liability in connection with the enforcing of this agreement by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of the suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provides hereof. It is understood and agreed that Venue of any action hereunder shall be in LaPlata County. This agreement shall be governed by the laws of the state of Colorado.
- 10. Lessee warrants and represents that he/she has the ability and training to safely operate the leased vessel.
- 11. Lessee assumes full responsibility for the negligence of his/her passenger aboard the vessel.

The vessel is rented subject to Lessee's reading and accepting the terms and conditions set forth above.

Lessee: I have read, understand and accept the Vallecito Marina terms and conditions for the boat rental as stated above.

| Lessee Printed Name: | |
|----------------------|-------|
| Lessee Signature: | Date: |
| Confirmed by: | Date: |