

Boat Rental Contract

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PETE'S MARINA LTD.

PO Box 94
Invermere, BC V0A 1K0
Bus: 250-342-9626
Fax: 250-342-9641

RENTER:

Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Cell #: Click or tap here to enter text.
Driver's Lic: Click or tap here to enter text.
Credit Card: Click or tap here to enter text.
Expiry Date: Click or tap here to enter text.
CVC: Click or tap here to enter

item. **Rate for Rental** Choose an
Rental commences at Choose
an item.
Rental concludes at Choose an
item.
Time reserved Choose an item.

Times used _____ Rate of _____

Gas:

Oil:

_____ Equipment rental:

_____ Concession:

Subtotal:

Taxes – GST:

PST:

Damage Deposit:

Balance Due:

Time client left the dock: _____

Time client to return: _____

Unit name and number: Choose an item. (the
"Boat")

Accessories included with rental:

2 Paddles, 1 Fire Extinguisher, 1 throw rope,
1 manual bailer, 1 guide book,

Life jackets: Children: _____

XS: _____ SM: _____ MED: _____ LG: _____

XL: _____ XXL: _____ Other: _____

Toys: _____

Prop Condition: _____

(collectively the "Equipment")

Plus gas, and taxes

AMOUNT

PREPAID _____

PREPAID _____

\$2000 \$3000

PART A -- RENTAL CONDITIONS:

1. I AGREE to rent the Boat and Equipment and to pay the costs of same, all of which is described in this Contract.
2. I AGREE to keep the Boat within the waters of **Lake Windermere**.
3. I ACCEPT full responsibility for the care and operation of the Boat and the Equipment. I AGREE to pay for any damage to the Boat and Equipment or the cost to replace same, which ever is less.
4. I AGREE to provide a security deposit (Security Deposit) to Pete’s Marina Ltd. in the amount of \$2,000.00 for one Boat rented and \$3000 for two or more boats rented. In the event of damage to the Boat or loss of the Equipment, the Customer irrevocably authorizes Pete’s Marina Ltd. to apply this Security Deposit towards the cost of necessary repairs or replacement of the Boat and the loss of revenue during the time the Boat is not in service.. If the total of these costs, exceed the amount of the Security Deposit, I AGREE to immediately pay Pete’s Marina Ltd. the balance owing.
5. I AGREE to return the Boat in a clean and tidy condition and to remove everything I brought onto the Boat. If I fail to do so, I AGREE to pay the cost to clean the Boat and authorize Pete’s Marina Ltd. to deduct this cost from the Security Deposit..
6. I WARRANT AND REPRESENT, that I am familiar with the proper use of the Boat; have signed the boat rental safety checklist; and have asked all the questions and received answers, that I need for the safe operation of the Boat and use of the Equipment.
7. I AGREE to comply with all the Rules of Pete’s Marina Ltd.

PART B – RELEASE AND INDEMNITY: PLEASE READ CAREFULLY AS THIS AFFECTS YOUR LEGAL RIGHTS

1. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE AND OPERATION OF THE BOAT AND EQUIPMENT, AND THE RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY CONTAINED HEREIN.**

2. I HEREBY WAIVE ANY AND ALL CLAIMS that I have or may have in the future against PETE’S MARINA LTD. and the manufacturer and distributor of the Boat and Equipment and each of their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as “the Releasees”) and AGREE TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I or my passengers, may suffer or incur, as a result of or arising out of my use of the Boat and Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS INCLUDING the design, manufacture, or maintenance of the Boat and the Equipment, and / or failure to provide any warnings, directions, instructions or guidance as to the use of the Boat and Equipment.

Initial here _____

3. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party resulting from the use of the Boat and Equipment.

Initial here _____

4. I AGREE this Agreement is binding upon my heirs, executors, administrators, assigns and representatives, in the event of my death or incapacity.
5. I AGREE this agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
6. I AGREE any dispute involving the parties to this agreement shall be brought in the Courts in the Province of British Columbia.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.

Rental Customer Signature: _____ Please Print Name: [Click or tap here to enter text.](#)

Signature of User if different: _____ Please Print Name: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Witness: _____