

Pride of Muskoka West Marine LIMITED
P.O Box 2580
Bracebridge, Ont. P1L 1W4
Rental Location: 2194 Hwy. 169 North, Gravenhurst, ONT. P1P 1R2



Boat Rental Agreement

THIS AGREEMENT is entered into this _____ day of _____ 20__

Between: Pride of Muskoka West Marine LIMITED. (the "Owner") AND

Name (the "Customer"): _____

Home Address: _____

Drivers License #: _____ Phone: _____

Local Address: _____ Phone: _____

1. BOAT- The Boat which the Owner agrees to rent to the customer is: Boat Fleet# _____

2. RENTAL PERIOD – The Owner agrees to rent the Boat to the Customer for a period of –day(s) (the "Rental Period")

Starting: (Date) ____/____/____ (time) _____ am/pm

Ending: (Date) ____/____/____ (time) _____ am/pm

(specific)

Delivery address: _____

RENTAL RATE The Customer agrees to rent the Boat from the Owner for the Rental Period for the following amount:

a) (The "Rental Rate") _____

b) Delivery _____

c) Water Toys _____

Tax _____

TOTAL: _____

Damage Deposit: _____

Credit Card # _____ EXP ____/____ CVD _____

4. TERMS AND CONDITIONS: The Customer has read and agrees to the Terms and Conditions set out in Schedule "A" attached. The customer acknowledges that the Terms and Conditions set out in Schedule "A" form part of this agreement.

5. COMPENTENCY REQUIREMENTS: The Customer will complete a rental boat safety checklist ("the Checklist") and agrees to carry the Checklist on board the Boat at all times during the Rental Period. The Customer acknowledges that the Checklist form, and condition Report are part of this agreement.

6. The Customer is not able to assign the agreement to any other party without the owners consent

7. The customer agrees that no person is to operate the boat while under the influence of alcohol or drugs.

8. Boats are filled with gas and oil when rented and must be returned in the same state, boats that are returned less than full will be subject to a re-fuel surcharge.

9. All pick-up times and drop-off times have to be kept. A late fee of **\$100.00** CAD per half hour will be charged for late drop-off and the same for late pick-up unless we are notified at least 1 hour before specified times.

Please check this box off if you wish to be contacted via fax, e-mail or regular mail in future
CUSTOMER(S) Pride of Muskoka West Marine LIMITED

per: Authorized Representative

Schedule A
Terms and Conditions

1. Area of Use: The Customer agrees that the boat shall only be used within the confines of any lakes within Ontario, unless the Owner expressly agrees in writing, to an alternate area of use. Under no circumstances is the Boat to be removed from the Province of Ontario.

2. Permitted Uses: The Customer Agrees:

- a. to use the Boat in strict compliance with the Checklist, instructions, manuals and other information that the Owner may give the customer.
- b. to comply with all laws, ordinances and regulations relating to the use or operation of the Boat;
- c. that the Boat shall not be used to carry passengers or property for hire;
- d. that the Boat shall not be used to carry passengers or property in excess of the rated capacity of the Boat;
- e. not to use the Boat to tow or propel any other boat, barge or thing without the Owner's written permission;
- f. not to use the Boat in any race or competition;
- g. not to use the Boat in any illegal purpose;
- h. not to operate the Boat in a negligent matter;
- i. not to operate the Boat outside the area of use designated in this agreement;
- j. not to permit the Boat to be operated by any other person without written permission of the Owner; and
- k. not to remove the motor from the Boat for any use whatsoever.

3. Title: The Owner will remain the registered owner of the Boat at all times. The Customer acknowledges that no right or option to purchase the Boat is being granted under this agreement. The Customer shall not remove from the Boat, or any separate part or parts of the Boat, or deface or cover up any plates, tags, markings, notices and/ or other suitable identification stating that the Boat is the property of the Owner and is on being rented to the Customer. The Customer's only right is to use the Boat in accordance with this agreement.

4. Reservation and Cancellation Policy: A 25% deposit is required when making any reservation (minimum CA\$300.00) The Rental Rate is payable in full at the time of pick up. [Note to draft; see Rental Rate comments in body of main agreement. If the Customer cancels the reservation by giving thirty (30) days notice prior to the start of the Rental Period, a refund will be given less a CA\$ 100.00 cancellation fee. If the reservation is cancelled less than thirty (30) days prior to the start of the Rental Period, or during the Rental Period, no refund will be given. No refund is given due to weather conditions (rain, high winds, etc.) at the time of or during a rental period. The owner cannot be held responsible for weather conditions or weather condition issues.

5. Inspection:

- a. The Customer acknowledges that he has inspected the Boat prior to signing this agreement and that the Boat is in good condition.
- b. The Owner shall, at all times, have free and unimpeded access, without demand or notice, to any place or location where the Boat is located from time to time, for the purpose of inspecting the condition of the Boats.

6. Return of Boat: At the expiration of the Rental Period the Customer shall at his or her sole expense promptly return the Boat in good repair to the Owner at such a place as the Owner may direct. The Boat must be filled up with gas and oil.

7. Failure to Return Boat: If, without the consent of the Owner, the Customer fails to promptly return the Boat as required by section 6, all the terms and conditions of this agreement shall continue in effect (including without limitation the applicable Rental rate or portion thereof) unless and until the Boat has been returned or otherwise repossessed by the Owner in good repair or the owner has, by notice in writing, relieved the Customer from his or her obligations under this agreement. Nothing in this section shall have the effect of extending or renewing this agreement.

8. Termination upon Breach: If the Customer breaches any provision of this agreement, this agreement shall immediately cease and the Customer grants the Owner the right to enter the Customer's premises and remove the Boat.

9. Indemnification: The Customer will indemnify the Owner against, and will hold the Owner harmless from, any and all claims, actions, suits, proceedings, cost, expenses, damages, and liabilities, including attorney's fee (collectively "Losses"), arising out of, connected with or resulting from the Boat, its use, or those activities associated with it, provided that such Losses are not due to the Owner's sole negligence.

10. Claims: The Customer agrees to pay the amounts due hereunder regardless of any claim, defense or offset which may be asserted by the customer or on its behalf.

11. No warranty:

a. Each boat is tested by the Owner prior to the start of the rental period. No refund or credit will be given to the customer if the customer cannot start or operate the boat during the rental period.

b. The Owner makes no other warranties to the Customer, Express or implied, and hereby expressly disclaims any warranty of merchantability or fitness for a particular purpose.

12. General Provisions:

a. The Customer will pay the Owner all costs and expenses, including attorney's fees, incurred by the Owner in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

b. No covenant or condition of this agreement may be waived except by written consent of the Owner and forbearance or indulgence by the Owner in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Customer to which the same may apply, and until complete performance by the Customer of the said covenant or condition, the Owner shall be entitled to invoke any remedy available to the Owner under this agreement or by law or equity, despite such forbearance or indulgence.

c. Neither the termination of this agreement or any other agreement between the Customer and the Owner will release the Customer from the obligation to pay any sum owing to the Owner (whether then or thereafter due) or operate to discharge any liability incurred by the Customer prior to termination. Except as qualified by the preceding sentence, neither party will, by reason of termination of this agreement, or the termination of any of the agreements referred to above, be liable to the other for any damages (whether direct, consequential or incidental and including expenditures, loss of profits or prospective profits of any kind) sustained or arising out of any such termination.

d. This agreement (which includes the Checklist) constitutes the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties regarding the subject matter of this agreement. This agreement shall not be modified, amended, rescinded, cancelled or waived in whole or in part, except by a duly executed written agreement between the Owner and Customer.

e. All notices, payments, consents or other documents required or which may be given under this agreement (the "Documents") shall be in writing, duly signed by the party giving the Documents and delivered, mailed by registered mail or transmitted by facsimile, with receipt acknowledged, addressed to the recipient's address set forth above. Any Documents so given shall, unless delivered, be deemed to have been received on the second business day following the date of mailing, if sent by registered mail, or on the first business day following the date of transmission, if sent by facsimile. If the postal system is disrupted by labour strife, Documents shall be delivered or sent by Telecopier. Any party may from time to time by notice given as provided above change its address for service of Documents

f. This agreement shall be governed by the laws of the Province of Ontario and the parties' attorn to the jurisdiction of the Courts of the Province of Ontario.

g. If any provision of this agreement or its application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this agreement or their application to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

h. Unless otherwise specifically provided, all references to money in this agreement are to lawful currency of Canada.

13. Insurance: Insurance is included as follow:

- a. Physical Damage – Deductible \$10,000.00 each loss
- b. Marine liability – Limit \$5,000,000.00 – Deductible \$10,000.00 each claim
- c. Commercial General Liability – Limit \$5,000,000.00 Deductible \$10,000.00 each claim

Rental Boat Condition Form

Hull (bottom)

Port (left)

Starboard (right)

Stern & Drive

Safety Equipment:

Lifejackets ____

Anchor & Line ____

Safety Kit (Bailing Bucket, Heaving Line, Flashlight, Whistle) ____

Ropes ____

Bumpers ____

Chart ____

Fuel Full ____

I certify that on pick/delivery of the following rental boat, the boat was in good condition, that any prior damages are listed above and that I will return the boat in the same condition or authorize the cost of any repairs to be charged to my account.

(Signature)

Date: _____

(Please Print)

(Signature of authorize rep on return)

RENTAL BOAT SAFETY CHECKLIST

Customers renting a Boat are required to complete a Checklist. The Checklist, duly executed by the Customer and the Owner, must be carried on board the Boat for the duration of the Rental Period as proof of the Customer's competency to operate the Boat.

PLEASE INITIAL EACH BOX ON THE FORM AS THE SUBJECT IS COVERED BY THE OWNER

BOATING SAFETY RULES

Initials

1.	I, the pleasure craft operator, confirm that there are the appropriate number and sizes of approved Personal Flotation Devices or Life Jackets in the boat for the number of people on board. They must fit and should be worn. I am aware that persons operating a pleasure craft without the appropriate number and sizes of approved Personal Flotation Devices or Life Jackets may be subject to ticketing and a fine.	
2.	I, the pleasure craft operator, am aware that it is illegal to operate a pleasure craft, or to permit others to do so, when under the influence of alcohol, narcotics, or barbiturates.	
3.	I, the pleasure craft operator, will only allow people who have completed and signed a Rental Boat Safety Check List, valid for the duration of the Rental Period or have other proof of competency, to operate this pleasure craft. I am aware that persons operation a pleasure craft without proof of competency/age, may be subject to ticketing and a fine.	
4.	I, the pleasure craft operator, have been shown how to use, and know the location of the safety equipment required under the Small Vessel Regulations. I am aware that persons operating a pleasure craft without the required safety equipment, may be subject to ticketing and a fine.	
5.	I, the pleasure craft operator, understand that pleasure craft fitted with motors must keep clear of non powered pleasure craft. I also understand that I am responsible for my own wake and wash and the effects that it can have on other pleasure craft, property, wildlife and the environment.	
6.	I, the pleasure craft operator, when involved in an accident must stop, offer assistance and give my identity.	

OPERATION OF THE BOAT

7.	I, the pleasure craft operator, am aware of how to responsibly operate a pleasure craft and to share waterways in a courteous and respectful manner with others involved in all water-related activities.	
8.	I, the pleasure craft operator, confirm that the maximum load capacity and number of persons in the pleasure craft will not exceed the amount stated on the capacity plate. If a capacity plate is not fitted, the load capacity and number of persons in the pleasure craft shall not exceed the manufacturer's recommendation. I am aware of the proper way to distribute weight in the pleasure craft. I will keep my passengers in the safest positions at all times (always while underway)	
9.	I the pleasure craft operator, have been shown the proper procedure for starting and shutting off the engine and will make sure no person is in the water within the vicinity of the pleasure craft before starting and while running the motor.	
10.	I, the pleasure craft operator, have been shown and understand the operation of the throttle and gearshift lever.	
12.	I, the pleasure craft operator, know where and how to operate the ignition cut-off (kill) switch. While operating a Personal Water Craft, I will stay tethered to it at all times.	
12.	I, the pleasure craft operator, am aware of how to depart and approach the dock in a safe and proper manner.	
13.	I, the pleasure craft operator , am aware of how to respond to grounding, capsizing, and re-boarding	

LOCAL HAZARDS AND CONDITIONS

14.	I, the pleasure craft operator, am aware of the local navigational aids and their meaning, as well as local hazards and local regulations.	
15.	I, the pleasure craft operator, shall maintain a proper lookout at all times for other boats, navigational hazards and changes in weather conditions – changes in weather can occur quickly creating conditions dangerous to recreational boats	

Boat Description		Maximum No. of Persons, Maximum Load	
Rental Period			
Customer Name(s) (print):			
Customer(s) Signatures:			
Date:			
Representative of Owner's Signature:			