



435 Taughannock Blvd
 Ithaca, NY 14850
 607-272-9227
**ENHANCING YOUR ENJOYMENT OF THE
 WATER**

BOAT RENTAL CONTRACT

Customer Name: _____ Date: ___/___/___
 Address: Street: _____
 City: _____ State; _____ Zip Code _____
 Home Phone: _____ Cell Phone: _____
 Driver's Lic # and State: _____ Emergency Name and Contact _____
 Credit Card Number: to be provided by person responsible for boat. Provided Yes ___ No ___
 Additional Operators (Must be at least 21) _____

Gruman 22' with 70 HP 12 Person Capacity or 1,660 lbs,

Half Day (M-F only, no Holidays) 9:30-12:30 1:30-4:30	Full Day 10:00-4:30 Not Holidays or Weekends	Full Day 10:00-4:30 Holidays and Weekends (S, Su)	3 Day Weekday Not Holiday or Weekends (M-F)	3 Day Weekend incl Holiday or Fri- Sun	Weekly 7 Days	Does Not include fuel
\$250.00	\$325.00	\$375.00	\$850.00	\$950	1,900.00	Plus 8% Sales Tax

Reservation Deposit: Reservations require a deposit of \$100/day (\$500 Maximum) when reservation made.
 Reservations to be confirmed by e-mail from Andy@Sailithaca.com

Security Deposit: A major credit card authorization in the amount of five hundred dollars (\$500) shall be retained by FLBC 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 equipment damaged, missing or broken or to be applied to the rental, fuel and late return charges upon return of the craft by CUSTOMER.

Cancellation: Boat rentals are rain or shine however FLBC reserves the right to limit or cancel this rental agreement due to extraordinarily high wind, flooding, or thunder-storms. Rental fees will be prorated based on time used.

Date(s) Boat Rented _____ Total Fee Due Before Leaving Dock: _____

Reservation Deposit \$100/Day _____

Security Deposit Amount Collected _____ Employee: _____

Reservation Confirmed _____ Employee _____ Boat Name: Bonnie ___ Clyde ___

_____ Credit Card provided

_____ Cancellation Policy Explained to Customer

_____ Security and Reservation Deposits explained

_____ Rules of the Road Explained to Customer

_____ Reservation Taken By

_____ On Calendar

_____ Reservation and Security Deposits Collected

_____ Safety Video watched by customer/operator(s)

Customer Responsibilities and Liability Waiver

1. **Safety:** CUSTOMER agrees that he/she has examined the craft and equipment and finds it acceptable and suitable for the purpose for which it is leased and that he/she will operate the craft in accordance with all safety rules and regulations as posted by Finger Lakes Boating Center or on the craft and further certifies that he/she has read and understands the rules and regulations.

2. **Return Time:** CUSTOMER shall return boat on time and failure to do so will result in overtime charges of \$25/qtr hour.

3. **Boat Handling:** CUSTOMER is experienced and capable in all aspects of the handling and operation of the craft being rented and agrees that the craft's listed weight and 12 person capacity will not be exceeded. CUSTOMER is aware of the NO WAKE zone and the NO GO zone as described by FLBC and shown on the diagram on the boat and is responsible for any damaged caused by the boat's wake or by going into prohibited areas.

4. **Operators:** CUSTOMER agrees that only those persons listed above shall operate the boat and further agrees to be personally liable for all damages caused by or claims made by non-disclosed operators.

5. **Breakdowns:** In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the CUSTOMER will immediately report it to FLBC. Continued use of the boat shall be entirely at the CUSTOMER's risk and thus CUSTOMER assumes all liability of injury and damage to all persons and property caused by continued use.

6. **Waiver:** The undersigned agrees that he/she is renting, operating or using the equipment provided by Finger Lakes Boating Center, LLC at his/her own risk. Such risk includes but is not limited to risk of personal injury and or loss of personal property to customer and his or her guests, passengers, friends and family. It is AGREED AND UNDERSTOOD BY CUSTOMER that the LESSOR (FINGER LAKES BOATING CENTER, LLC OR "FLBC"), shall not be held liable for damages, inconvenience caused by accident, breakdown or malfunction of the rental craft. CUSTOMER FURTHER AGREES to indemnify and hold harmless the FLBC and its agents, affiliates and personnel from and against any and all claims for loss of or damage to property or injury including death to persons, including minor children, resulting from the use, operation or possession of said rental craft. CUSTOMER expressly agrees to indemnify and hold FLBC and it agents, affiliates and personnel harmless of, from and against any and all loss, cost, damages, attorney fee and or liability in connection with enforcing this rental contract, including expense incurred in connection with attempting to collect delinquent rent 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 TOMPKINS COUNTY, NY

This Waiver and Release is applicable to all CUSTOMERS, renters, operators, passengers and users of equipment and facilities provided by Finger Lakes Boating Center (FLBC), its principles, employees, agents, representatives, assigns, successors and insurers.

7. **Enforceability:** Should any term or condition of this Rental Agreement be held void or unenforceable then that term shall be deemed severed from this Agreement and the enforceability and the remainder of this Agreement shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS OF THIS CONTRACT, INCLUDING THE ATTACHED RULES AND REGULATIONS, CONTAIN THE ENTIRE UNERSTANDING BETWEEN CUSTOMER AND FLBC 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 ALL PAGES AND I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Lessor: Finger Lakes Boating Center, LLC by _____

Date _____

Lessee: (Customer sign and print) _____

Date _____