

**LONG ISLAND BOAT RENTALS, LLC
RENTAL AGREEMENT**

1. THE PARTIES TO THIS AGREEMENT ARE:

1.1 THE OWNER: Name(s): LONG ISLAND BOAT RENTALS, LLC

1.2 THE RENTER: (OPERATOR NAME & INFO)

Name(s):

Street Address, Town, State ZIP Code: (on Driver's License)

Phone:

Email:

2. THE OBJECT OF THE RENTAL IS:

2.1 Vessel - Make - Year - HIN - Rated Passengers Type of Boat:

2.2 Owner's ability to provide a rental boat, if reserved, is contingent upon and subject to the return of the unit by the previous Renter, or any cause beyond the Owner's control.

3. CONDITION OF BOAT:

3.1 The Renter certifies that he/she has examined the boat and equipment and finds it acceptable and suitable for the purpose for which it was rented, and that other accessory equipment is in suitable and acceptable condition and that he/she will maintain both boat and equipment in a safe and dependable condition while in his/her custody.

3.2 After acceptance of the rental boat, Renter agrees to immediately report any accident, malfunction, breakdown or defect to Owner. Continued use of the rental boat and equipment shall be entirely at the RENTER'S risk and thus RENTER assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

3.3 The Renter agrees to return the boat and equipment in the same condition as when taken, ordinary wear and tear excepted. A cash bond or equivalent deposit shall be retained by Owner as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excepted, as when received, for reimbursement of articles damaged, missing or broken, or to be applied to the rental charges upon return of the boat by Renter.

3.4 Renter agrees that he/she will be held liable for any lost revenue due to damage to the rental boat.

4. USE OF BOAT & EXCLUSIONS:

4.1 The Renter agrees to restrict the operation of the boat to the protected waters of Long Island Sound, within the area bounded by the LaGuardia Airport to the West and a line between the Smithtown Bay (South Side of Sound) and Norwalk, CT (North side of Sound) to the East. The Renter is not permitted to operate the boat beyond this permitted area without the prior written consent of Owner.

4.2 The Renter certifies that he/she will operate the rental boat in accordance with all safety rules and regulations.

4.3 The Renter certifies he/she is at least 18 years of age and will not use the boat for any unlawful purpose.

4.4 The rental boat shall not be operated by any other person other than the Renter stipulated in 1.2 above without the written permission of the Owner.

4.5 The Renter agrees that that the boat shall be used exclusively as a pleasure vessel for the safe and proper use of the Renter, his family or guests during the terms of this agreement. The boat shall not be used to transport merchandise, tow another vessel, nor carry passengers for hire or pay.

4.6 The Renter agrees not to use the boat in a careless or neglectful manner.

4.7 The Renter agrees not to use the boat while under the influence of alcohol and/or narcotic.

4.8 The rental boat shall not be used to carry passengers in excess of the capacity stipulated in 2.4 above.

4.9 The Renter agrees and understands that the use of rental boats is prohibited from dusk to dawn. Should the Renter fail to observe this policy and damage occurs, said Renter will be 100% liable for all damages.

4.10 The rental boat shall not be used for any race or in any competition.

5. QUALIFICATIONS & RESPONSIBILITIES:

- 5.1 Renter certifies that he/she is experienced and qualified properly to handle the boat and will be the sole operator of the vessel. Further, Renter states that he/she is physically and legally qualified to operate the above-described boat.
- 5.2 Renter acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY RENTER that OWNER shall not be held liable for damages, or inconvenience of time lost caused by accident, breakdown or malfunction of the boat. RENTER FURTHER AGREES to indemnify and hold harmless the OWNER from, and against any and all claims for loss or damage to property or injury to persons (including death) resulting from the use, operation or possession of said boat, including loss or damage caused by fire, water, theft, or any cause whatsoever, including the negligence of Owner, its officers, members or employees.
- 5.3 Renter acknowledges his/her responsibility to ensure that each person on the rental boat under the age of twelve is wearing a securely fastened United States Coast Guard approved wearable personable floatation device of an appropriate size when the rental boat is underway.
- 5.4 For rental boats less than twenty one feet, Renter acknowledges his/her responsibility to ensure that each person on board the boat is wearing a securely fastened United States Coast Guard approved wearable personable floatation device of an appropriate size when the rental boat is underway between November 1st and May 1st.

6. RENTAL PERIOD:

The Owner agrees to rent the above-described boat to the Renter for the following period:

- 6.1 Starting Date: _____ Time: _____ (AM/PM)
- 6.2 Ending Date: _____ Time: _____ (AM/PM)

7. RENTAL RATE & DEPOSIT:

- 7.1 The Renter hereby agrees to pay the owner at the rate of \$ _____ for the use of the above-described boat.
- 7.2 Fuel is not included in the rental rate. All fuel used shall be paid for by the Renter.
- 7.3 If the rental boat is returned after rental time, Renter will be charged a \$400.00 late fee.
- 7.4 The Renter agrees to make a cash bond or equivalent deposit, in the amount of \$2,500, with the Owner, said deposit to be used, in the event of loss of or damage to the boat or equipment, toward the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

8. INSURANCE:

- 8.1 All Rental Boats are insured by Long Island Boat Rentals LLC for Long Island Boat Rentals LLC's liability to third parties as well as physical damage to the vessel itself from certain enumerated perils and causes subject to standard exclusions The physical damage portion of the policy contains up to a \$5,000 deductible. Accordingly, the Renter will be responsible for the first \$5,000 of damages sustained by the vessel due to any cause whatsoever and also will be responsible, without limit, for all damages sustained by the vessel which are not covered by Owner's insurance such as the use of the vessel in violation of the law, regulation or this agreement, intentional acts, ripped upholstery, missing equipment, damaged gel coat etc. , except damages which shall be determined to be caused solely by a defect in the boat or equipment.
- 8.2 **The liability insurance carried by Long Island Boat Rentals LLC does not include as Insured Persons Renters of its boats. Therefore, in the event of an accident involving injury or death to third parties or damage to their property the Renter will not be covered under Long Island Boat Rentals LLC's policy and will have to look to his or her own insurance policy for coverage. Because all insurance policies are not the same Long Island Boat Rentals LLC advises all renters to check with their own insurers before renting.**

9. RELEASE AND INDEMNITY:

- 9.1 The Renter agrees to release the Owner and/or boat from any claims for loss and/or injury of any nature whatsoever, which may occur during the Rental Period even if those claims arise, in whole or in part, by the negligence of the Owner, its officers, members or employees.
- 9.2 The Renter agrees to indemnify and save the Owner and/or boat harmless from any claim for liability for, loss, damage, injury or expense arising out of the use of the rental boat or its equipment during the rental period to the fullest extent permitted by law even if said liability is alleged to or found to arise out of the negligence or fault of Long Island Boat Rentals, LLC including under and/or injury to any other boat, property or persons, including all occupants of the boat hereby rented, by reason of accident involving the said boat during the Rental Period, or as a result of the operation of the boat in violation of any law, regulation or provision of this agreement...

10. JURISDICTION & GOVERNING LAW

- 10.1 Each of the parties hereby agrees that all actions or proceedings arising out of or relating to this Rental Agreement which may be litigated will be litigated in a New York State Court located within the County of Nassau or the United States District Court for the Eastern District of New York. And hereby submits to the personal jurisdiction of said courts.
- 10.2 This Rental Agreement shall be governed by and construed in accordance with the General Maritime Law and statutes of the United States and where such laws are inapplicable, the laws of the State of New York.

11. SEVERABILITY

- 11.1 Should any term of conditions of the Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

12. ENTIRE AGREEMENT

- 12.1 This agreement, which includes and incorporates by reference the current "Rental Policies", the "Waiver and Release of Liability", and "Rental Boat Condition Report" of Long Island Boat Rentals, LLC constitutes the entire agreement of the parties and may not be modified or amended , except by a writing signed by all parties.

Signing Date: _____ Time: _____ (a.m. / p.m.)

OWNER/OWNER'S AGENT: _____

RENTER: X _____

LONG ISLAND BOAT RENTALS, LLC

RENTAL POLICIES

RESERVATION POLICY

- The full amount for the rental value holds a reservation on a Visa, MasterCard, or American Express. This amount is charged to the renter's credit card at the time the reservation is made.
- The renter must be experienced in the handling and operation of the vessel, know & abide by the rules of the road. You MUST be 18 years old with a valid driver's license to rent a boat. The renter is responsible for any bodily injury or property damage suffered by third parties resulting from the operation of the vessel during the rental period. The renter also is responsible for up to the first \$5,000 of any damages that may occur to the rental boat. Gas & other expenses, including damages and lost items are charged to the renter's credit card separate from the deposit.
- A signed contract (which includes a copy of the operator's Driver's License) must be on file before boat departure.
- Rental boats leave the Port Washington location between 9 am & must be returned by 8 pm or the agreed upon time upon rental prior to 8 pm. Boats must stay in Long Island Sound, within the area bound by the La Guardia Airport to the West and a line between Smithtown Bay (South side of the Sound) and Norwalk, (North side of the Sound) to the East.
- Refunds are not given for unboatable days or boats returned early during a multiple day rental period.

LATE RETURN POLICY AND FAILURE TO ADHERE TO CONTRACT AND LAW POLICY

- Renters are charged a \$400 late fee when rental boats are returned after the expected OR promised return time.
- Renters who knowingly leave the acceptable area outlined in the RESERVATION POLICY section above are susceptible to a minimum of a \$400 fine, charged to their credit card against their security deposit, and absorb all additional costs incurred by Long Island Boat Rentals that are associated with efforts they incur in contacting the renter while they are on the water or securing the boat.

CUSTOMER RESPONSIBILITIES

- All rental boats are insured by Long Island Boat Rentals, LLC for its liability to third parties and physical damage to the vessel itself, from certain enumerated perils and causes and subject to standard policy exclusions. The Renter is not an Insured Person under this policy. and will not be covered in the event of injuries to third parties or damage to their property arising out of Renter's operation of the boat. In this respect Renters must look to their own insurer for coverage, and because all insurance policies are not the same Long Island Boat Rentals LLC, advises all Renters to check with their own insurers before renting. The physical damage portion of the policy contains a \$2,000 deductible. Accordingly, the Renter will be responsible for the first \$2,000 of damages sustained by the vessel due to any cause whatsoever and will also be responsible, without limit, for all damages sustained by the vessel which are not covered by Owner's insurance, such as use of the vessel in violation of the law or this agreement, intentional acts, ripped upholstery, missing equipment, damaged gel coat etc..
- Rental boat use from dusk to dawn is not permitted. Should this restriction not be observed, the renter will be 100% responsible for all loss, damage, liability and or expense which may arise therefrom. And Owner reserves the right to terminate the rental without refund.
- The person signing the rental agreement MUST be the one operating the boat or rental equipment, as this person is the one held responsible for ALL damages to the vessel, contents, & actions of their passengers. State law requires children under the age of 12 wear a life vest while onboard.
- NYS Boating Law states that the person renting the boat is responsible for having all legally required equipment aboard & considers operating a vessel in excess of its capacity rating (combined weight of persons, motor, & gear), hazardous skiing, seat, gunwale, transom riding, and wake jumping negligent operation.
- Long Island Boat Rentals, LLC reserves the right to terminate the boat rental if negligent operation occurs during the rental. Exercise courtesy & common sense.
- The renter must report any malfunction, breakdown, or accident of the rental craft to Long Island Boat Rentals, LLC immediately.
- ALL New York State/ Federal BWI & DWI rules apply. The use of alcohol and/or narcotics is not permitted! • All rental boats are checked in and checked out. The operator MUST be present to sign both check-in & check-out forms unless a signed disclaimer is on file.
- Location of a rental boat docked or moored off premises must be on file. When mooring, we require a 150 lbs. mushroom mooring be used w/ 20' boats, and 300 lbs. with 23'+ boats.
- NO ANIMALS (dogs, etc) are allowed on rental boats at any time.
- Renters are responsible for the cost of GAS they use & any propeller damage that may occur.

- Waterskiing, Wakeboarding and ALL Water Toys are not permitted to be used with Rental Boats unless otherwise agreed.
- A Renter that returns boats where extensive cleaning is required by Long Island boat rentals may be charged up to a \$75 cleaning fee.
- A Renter who refuses to comply with the boundaries or rules stated above, or refuses to bring themselves back into compliance immediately upon notification by Long Island Boat Rentals, will be subject to a \$250 surcharge for potential exposure to risk.
- Renter agrees to enjoy using the rental boat while remaining compliant with all protocols of social distancing, hygiene, avoiding group gatherings and raft ups to ensure compliance with local COVID-19 guidelines. Long Island Boat Rentals cannot be held responsible for the renters failure to comply with such guidelines.

Customer Signature: X _____ **Date** _____

Long Island Boat Rentals, LLC 403 Main Street, Port Washington, NY 11050 LIBoatRental.com

THIS DOCUMENT ACTS AS A WAIVER AND RELEASE OF LIABILITY
PLEASE READ IT CAREFULLY - THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

1. The undersigned agrees that he or she expressly assumes the risk of any and all activities related to rental operation and usage of the rental equipment provided by the LONG ISLAND BOAT RENTAL, LLC by any user of the equipment including any third parties. In voluntarily assuming the inherent risk of participating in these activities, the undersigned expressly assumes all risks of bodily injury, death or property damage that might result, even if such bodily injury, death, or property damage arises out of the negligence or fault of LONG ISLAND BOAT RENTAL LLC, including under theories of strict product liability. The undersigned further expressly assumes the risk of the negligent or deliberate acts of any third person not associated with the LONG ISLAND BOAT RENTAL LLC.

2. The undersigned agrees to Release the LONG ISLAND BOAT RENTAL, LLC (including all of the LONG ISLAND BOAT RENTAL LLC's employees, agents, servants, representatives, successors, assigns, affiliates, directors, officers, and owners) from any and all liability as a result of any bodily injury, death, or property damage related to the rental, operation or use of equipment provided by the LONG ISLAND BOAT RENTAL LLC, even if such bodily injury, death, or property damage arises out of the negligence or fault of LONG ISLAND BOAT RENTAL LLC, including under theories of strict product liability. This Release from liability also applies to any minor children of the undersigned. The undersigned agrees that the LONG ISLAND BOAT RENTAL LLC shall not be responsible for any loss, damage or theft of personal property related to the undersigned's use of equipment provided by LONG ISLAND BOAT RENTAL LLC. The undersigned is personally responsible for any bodily injury, death or property damage to other operators, passengers, or users of equipment provided by the LONG ISLAND BOAT RENTAL LLC, even if such damages arise out of the negligence or fault of the LONG ISLAND BOAT RENTAL, LLC, including under theories of strict product liability.

3. The undersigned agrees to hold harmless and indemnify the LONG ISLAND BOAT RENTAL LLC for all bodily injury, death, or property damage sustained by any third parties, including, but not limited to, the undersigned's minor children, passengers of watercraft operated by the undersigned, or occupants of other watercraft related to the undersigned's use of equipment provided by the LONG ISLAND BOAT RENTAL LLC., even if such bodily injury, death, or property damage arises out of the negligence or fault of the LONG ISLAND BOAT RENTAL LLC, including under theories of strict product liability.

4. The undersigned understands that the liability insurance maintained by LONG ISLAND BOAT RENTALS LLC does not include Renters as Insured Persons and that in the event of an accident involving the rented vessel the Renter will have to look to his or her own insurance company for liability insurance coverage for any claims which may be made against the Renter. Because insurance policies are not all the same LONG ISLAND BOAT RENTALS LLC advises all Renters to check with their own insurance providers before renting.

5. To the extent any Court holds a portion of this agreement invalid or unenforceable, the remaining portions should be read as having full force and effect

6. The provisions of the Waiver and Release of liability shall apply to any and all rentals or charters undertaken by the undersigned with Long Island Boat Rental, LLC from the date hereof until December 31, 2019.

By signing this document, the undersigned acknowledges that he/she: (1) has read the document; (2) is signing voluntarily; (3) has had sufficient time to review the document, ask questions and check with his or her insurance provider; (4) is at least eighteen (18) years of age and is legally competent to sign this document; and (5) is signing a contract between the undersigned and the LONG ISLAND BOAT RENTAL, LLC which may restrict the legal rights of the undersigned and the undersigned's minor children, including the right to bring legal action against the LONG ISLAND BOAT RENTAL, LLC for the LONG ISLAND BOAT RENTAL, LLC's own negligence, including under theories of strict product liability.

Renter: X _____

Dated: _____

Street Address, Town, State ZIP Code: (on Driver's License)

Operator/Passenger: _____ Operator/Passenger: _____

Operator/Passenger: _____ Operator/Passenger: _____

Operator/Passenger: _____ Operator/Passenger: _____

Long Island Boat Rentals

Covid-19 Safety Rules

I agree to abide by the following safety rules to protect my family, friends and LI Boat Rental workers! We appreciate your understanding in following these rules strictly for everyone’s safety and the well-being of our continued operation.

- I agree to truthfully complete a health screening questionnaire along with every member of my group prior to engaging with LI Boat Rentals.
- I and every member of my group has been made aware of by me and we agree to adhere by the rules outlined by LI Boat Rentals and engage in safe practices at all times
- Practice 6-foot social distancing at all times (unless member of a sole household)
- Bring and wear a mask in all instances when I am unable to practice social distancing
- Avoid or minimize situations where any member of the group is not practicing social distancing at 6 feet
- Strictly adhere to all posted safety signs in the property
- Do not share any equipment without fully sanitizing it prior to re-use or sharing
- No water sports or other activities will be engaged in at this time

I certify that I have read these rules and have communicated them to the following members of my group:

Client Name _____

Signature _____

Date _____

Group List (6 Guests Maximum)

For members of the same household / address:, write “SAME” for email/phone. For empty spaces: write “N/A” in empty spaces.

Group member _____ Email or phone _____

Group member _____ Email or phone _____

Group member _____ Email or phone _____

Group member _____ Email or phone _____

Group member _____ Email or phone _____

Approved and Verified by Long Island Boat Rentals _____ Date

PASSENGER STATEMENT OF ATTESTATION REGARDING
NY STATE MANDATED COVID-19 EMERGENCY OPERATING POLICIES

Date: _____

In adhering to the new issued operating policies of New York State under the COVID-19 Health Emergency, we are required to have this statement on file for the State upon inspection, signed and acknowledged by all potential passengers prior to entering our site.

I, _____ hereby certify that I have read the requirements and make the following truthful attestation regarding my health and potential exposure to the COVID-19 virus:

I have _____ have NOT _____ knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19,

I have _____ have NOT _____ tested positive for COVID-19 in the past 14 days, or

I have _____ have NOT _____ experienced any symptoms of COVID-19 in the past 14 days.

Any potential passengers and clients who have answered affirmative to any of the previous questions will not be able to enter the site or board a vessel

Client

Long Island Boat Rentals, LLC

Signed: _____

Signed: _____

Print Name: _____

Print Name _____