

DAR KINKAID WATERCRAFT RENTAL POLICY AND LEASE AGREEMENT

Last updated 09/07/2019

RESERVATIONS: Reservations are completed either online, in person, or by phone by personnel authorized to rent watercraft. The rental fee and security deposit are required upfront by cash, check, or credit card in order to complete a reservation. The person who has assumed responsibility for the fee and deposit I am referring to as the "RESERVEE". We require that the RESERVEE sign/click acknowledging they are aware of the application of and rules subject to the return of the money they have assigned.

1. RESERVEE acknowledges that the **rental fee** is subject to the following cancellation & refund policy:
\$100 cancellation fee regardless of time reserved, reasons/circumstances for cancellation.
**Security deposit is fully refunded—only the rental fee is subject to cancellation.*
***We do not make an exception for weather.*
2. RESERVEE acknowledges that the **security deposit** is subject to surrender at the LESSOR'S discretion if in violation of rules/policies:
 - a. Rental craft is returned more than 20 minutes late.
 - b. Rental craft is damaged, missing/damaged equipment, or returned uncleaned.
 - c. Any unsafe or unlawful acts or operation of the rental craft.
 - d. Exceeding capacity of rental craft.
 - e. Any other violation of rules presented on this document.

PRINTED NAME: _____ SIGNATURE _____ DATE: _____

OPERATIONS: Watercraft reservation and payment can be completed by any adult, but the only person/s allowed to operate the rental craft is the LESSEE. A LESSEE must be at least 25-years-of-age, present a valid state driver's license at the time of rental, and agree to sign accepting responsibility for the following rules listed below:

**The RESERVEE and LESSEE can be the same person., so long as they meet the age and license criteria.*

**If more than one person will be utilized to drive the boat, multiple people can agree to be a lessee and sign the rental agreement and share responsibility of the rental.*

1. LESSEE agrees that he/she is fully capable of operating the rental craft in a safe and legal manner.
2. **LESSEE acknowledges that he/she is responsible for examining the condition of the rental craft and equipment and notifying attendant of any pre-existing issues/damages prior to departure; otherwise, could be held responsible upon return.**
3. LESSEE agrees not to use--or permit the use--of the rental craft for any unlawful purpose.
4. LESSEE agrees not to operate the craft in careless or negligent manner.
5. LESSEE agrees not to operate the craft under the influence of drugs/alcohol.
6. LESSEE acknowledges that it is his/her responsibility for the safe and proper operation of the craft and for the safety and welfare of other boaters and persons.
7. It is agreed and understood by the LESSEE that the that the LESSOR shall not be held liable for damages, inconvenience, or time lost caused by an accident, breakdown, or malfunction of the rental craft.
8. LESSEE agrees to hold the LESSOR harmless against any and all claims for loss and/or damage to property or injury to persons including death resulting through the use, operation, or possession of the said rental craft.
9. LESSEE agrees to hold the LESSOR harmless should loss/damage occur to any of the LESSEE'S property while carried in or on the rental craft including loss or damage caused by: fire, water, theft, or any other cause whatsoever.
10. LESSEE agree to reimburse LESSOR for any and all expenses incurred by LESSOR in connection with or resulting from the enforcement of said rental contract; including, but not limited to: attorney's fees, court costs, time lost, repair of rental craft, the loss or rent due to down time of rental craft. It is further understood that Venue of any action shall be in the county of LESSOR.
11. **LESSEE will enforce the rules of the boat:**
 - a. **NO alcohol, drugs, or smoking allowed on the rental craft**
 - b. **NO grilling on the boat.**
 - c. **NO pets allowed on the boat.**
 - d. **All passengers under the age of 13 must wear life vests while on the rental craft. (State Law)**

PRINTED NAME: _____ SIGNATURE _____ DATE: _____

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*The security deposit made by the RESERVEE can be utilized for partial payment of damages, but the LESEE could also be held responsible for additional financial reimbursement if damages or other fees incurred exceed amount of deposit.

*Security deposit is not released until attendant has had sufficient time to examine and clear the boat; therefore, there is a 24-hour hold on the deposit post rental. The deposit will be released and refunded the following day if cleared; otherwise, RESERVEE & LESSEE/S will be contacted.

