

BOAT RENTAL AGREEMENT

1. 1. Parties

This Boat Rental Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [OWNER NAME], located at [OWNER ADDRESS] (the "Owner"), and [RENTER NAME], located at [RENTER ADDRESS] (the "Renter"). The Renter is [AGE] years old, holds identification number [ID OR LICENSE NUMBER] issued by [ISSUING STATE], and will act as the primary operator unless another operator is named in Section 6. Emergency contact for the Renter is [EMERGENCY CONTACT NAME AND PHONE], and the Owner may be reached during the Rental Period at [OWNER PHONE]. Each Party represents that the person signing below is authorized to do so and that all information provided is accurate.

2. 2. Vessel and Equipment

The Owner rents to the Renter the following vessel (the "Vessel"): [YEAR, MAKE, MODEL, LENGTH], hull identification number [HIN], registration or documentation number [REGISTRATION NUMBER], engine [ENGINE MAKE, MODEL, HORSEPOWER], with an engine hour reading of [START ENGINE HOURS]. Included equipment is: [EQUIPMENT LIST, e.g., anchor and rode, dock lines, fenders, boarding ladder, bimini, VHF radio, chartplotter, cooler, water toys, trailer]. The declared replacement value of the Vessel is [REPLACEMENT VALUE]. Title remains with the Owner at all times, and this is a rental only, not a charter for hire, a bareboat charter for commercial carriage, or a sale. The Renter will not remove or obscure any registration number, decal, or tracking device.

3. 3. Rental Period and Return

The Rental Period begins on [START DATE AND TIME] and ends on [RETURN DATE AND TIME], when the Renter will return the Vessel to [RETURN DOCK OR RAMP LOCATION], properly secured, with all equipment aboard and all keys returned. The Vessel must be off the water and secured by [DAILY CURFEW TIME], and may not be operated between sunset and sunrise unless expressly authorized in writing and the Vessel is properly equipped with operating navigation lights. Rental charges accrue until the Vessel is returned and inspected. Late returns are charged [LATE RETURN FEE] per [LATE FEE PERIOD] plus any documented loss from a missed subsequent reservation. Extensions must be confirmed by the Owner in writing before the scheduled return time.

4. 4. Rental Rates, Deposit, and Payment

The Renter will pay [HALF DAY RATE] per half day, [DAILY RATE] per day, or [WEEKLY RATE] per week, plus applicable taxes, launch or slip fees of [SLIP FEE], and any optional equipment charges. A non-refundable reservation deposit of [RESERVATION DEPOSIT] is due at booking and is credited against the total. A refundable security deposit of [SECURITY DEPOSIT] is due before departure, or the Renter authorizes a hold in that amount on the payment method on file. The Owner may apply the security deposit to unpaid charges, fuel, cleaning, lost equipment, towing, and damage repair, and will refund the unused balance with an itemized statement within [DEPOSIT RETURN PERIOD, e.g., 14 days] after return and inspection. The Renter authorizes the Owner to charge the payment method on file for all amounts due under this Agreement.

5. 5. Pre-Departure Inspection and Checklist

Before departure, the Parties will complete and sign the Vessel Condition and Safety Checklist attached as Exhibit A, which records engine hours, fuel level, hull and gelcoat condition, propeller and lower unit condition, upholstery, electronics, and the presence and condition of all required safety equipment, supported by dated photographs. The Owner will provide an orientation of approximately [ORIENTATION DURATION] covering

starting and stopping procedures, throttle and steering, trim, the engine cut-off switch and lanyard, bilge pump, anchoring, radio use, no-wake zones, and local hazards, and the Renter will confirm in writing that the orientation was completed and understood. The Renter will report any defect discovered before departure rather than getting underway. On return, the Parties will repeat the inspection using the same checklist, and damage not recorded before departure is presumed to have occurred during the Rental Period.

6. 6. Operator Eligibility and Experience

The Vessel may be operated only by the Renter and by the following named operators: [ADDITIONAL OPERATOR NAMES AND AGES]. Each operator must be at least [MINIMUM OPERATOR AGE] years old, must hold any boater education card, safety certificate, or license required by the state where the Vessel is used, and must have at least [MINIMUM EXPERIENCE, e.g., 10 hours] of prior experience operating a vessel of similar size and propulsion. The Renter represents that this experience statement is true and understands that the Owner is relying on it. No operator may be under the influence of alcohol, cannabis, or any impairing substance, and operating a vessel while impaired is both a crime and a material breach of this Agreement. Allowing an unnamed or unqualified person to operate the Vessel voids any damage waiver and makes the Renter fully responsible for all resulting loss.

7. 7. Safety Equipment and Passenger Rules

The Vessel is supplied with [NUMBER] United States Coast Guard approved wearable life jackets in appropriate sizes, [NUMBER] throwable flotation device, a fire extinguisher, visual distress signals, a sound-producing device, navigation lights, an anchor and rode, and a first aid kit. The Renter will confirm that all required equipment is aboard before departure and will keep it accessible at all times. Every person aboard who is under [CHILD LIFE JACKET AGE] years old, every person being towed on a tube, ski, or wakeboard, and every person aboard a personal watercraft must wear a properly fitted life jacket at all times. The maximum capacity of the Vessel is [MAXIMUM PERSONS] persons or [MAXIMUM WEIGHT] pounds as stated on the capacity plate, and that limit may not be exceeded for any reason. The Renter is responsible for briefing all passengers on safety rules, for maintaining a proper lookout, and for the conduct of everyone aboard.

8. 8. Permitted Waters and Navigation Limits

The Vessel may be operated only on [PERMITTED WATERS, e.g., Lake X and its connected channels / the protected inland waters of Y County] and may not be taken beyond [NAVIGATION LIMIT, e.g., one nautical mile from shore, or outside the marked inlet] or into open ocean, surf, whitewater, or any waterway posted as closed. The Vessel may not be operated in water shallower than [MINIMUM DEPTH] or in any area the Renter has not confirmed is safe for its draft. The Renter will obey all no-wake zones, speed limits, navigation rules, and posted restrictions, and will keep a safe distance from swimmers, divers-down flags, docks, and other vessels. Beaching the Vessel is [BEACHING POLICY, e.g., prohibited / permitted only on sand with the engine fully raised]. Transporting the Vessel by trailer to any other body of water requires prior written consent of the Owner.

9. 9. Weather, Sea Conditions, and Cancellation

The Renter will check the marine forecast before departure and throughout the Rental Period and will not depart or continue operating when small craft advisories, thunderstorm warnings, dense fog, sustained winds above [WIND LIMIT, e.g., 20 knots], or wave heights above [WAVE LIMIT] are present or forecast. The Owner may cancel, shorten, or delay any rental for safety reasons at its sole discretion, in which case the Renter will receive a rescheduled booking or a pro-rated refund of the rental charge for the time not used. If the Renter cancels because of weather with at least [WEATHER CANCELLATION NOTICE, e.g., 12 hours] notice, the reservation deposit may be applied to a future booking within [REBOOKING WINDOW, e.g., 12 months]. Poor weather that does not

make operation unsafe is not grounds for a refund. The Renter is responsible for securing the Vessel safely if conditions deteriorate while underway.

10. 10. Prohibited Uses

The Renter will not, and will not permit any person aboard to: operate the Vessel while impaired by any substance; carry passengers or cargo for hire or use the Vessel for any commercial purpose, fishing tournament, or charter; sublease, lend, or transfer possession of the Vessel to any third party; exceed the capacity plate limits; tow any person or object except with the equipment provided and with a designated observer aboard who is at least [OBSERVER MINIMUM AGE] years old; operate in restricted, closed, or posted areas; race the Vessel or engage in wake jumping near other vessels; carry firearms, illegal substances, or hazardous materials; discharge waste, oil, or trash into the water; or continue operating after any alarm, overheating indication, unusual vibration, or grounding. Any prohibited use is a material breach that terminates permission to possess the Vessel and makes the Renter responsible for all resulting damage, fines, and claims.

11. 11. Fuel, Maintenance, and Care

The Vessel is provided with a fuel level of [START FUEL LEVEL] and must be returned at the same level using the correct fuel grade and any required oil mixture. Fuel not replaced will be charged at [FUEL RATE] per gallon plus a refueling service fee of [REFUELING FEE]. The Renter is responsible for routine care during the Rental Period, including monitoring gauges and the bilge, keeping the drain plug installed while underway, rinsing and removing trash before return, checking for and removing aquatic vegetation to prevent invasive species transport, and securing the Vessel with adequate lines and fenders whenever docked or moored. The Renter will not perform or authorize any repair, alteration, or haul-out without written approval of the Owner. Vessels returned excessively soiled, with fish debris, or requiring detailing are subject to a cleaning charge of [CLEANING FEE].

12. 12. Grounding, Damage, Loss, and Towing

The Renter assumes all risk of loss and damage to the Vessel, its engine, propeller, lower unit, and equipment during the Rental Period, regardless of fault, subject only to insurance proceeds actually received by the Owner. The Renter will report any grounding, collision, allision, injury, theft, or damage to the Owner immediately at [OWNER EMERGENCY PHONE], will notify the Coast Guard or state marine authority where required by law, and will not attempt to move a grounded or holed vessel except where necessary for safety. Commercial towing, salvage, diver, and haul-out costs incurred during the Rental Period are the responsibility of the Renter unless caused by a mechanical failure not attributable to misuse. For repairable damage the Renter will pay the actual repair cost plus loss of rental revenue at the daily rate for the reasonable repair period, not to exceed [LOSS OF USE CAP, e.g., 21 days], and for a total loss or theft the Renter will pay the declared replacement value less insurance proceeds received. Ordinary wear, normal bottom growth, and minor scuffing from proper docking are not chargeable damage.

13. 13. Insurance

The Owner maintains hull and protection and indemnity coverage on the Vessel as described in [OWNER POLICY DESCRIPTION], and confirms that the policy permits rental use to the Renter as described in this Agreement. The Renter will maintain, or will be offered the option to purchase, watercraft liability coverage of at least [LIABILITY COVERAGE AMOUNT] covering the Renter and every named operator, and will provide proof before departure where required. The Renter is responsible for the deductible under any policy responding to a loss during the Rental Period, up to [DEDUCTIBLE AMOUNT]. Any optional damage waiver of [DAMAGE WAIVER FEE] per day is not insurance, does not cover theft, grounding, propeller or lower unit damage, towing, or any prohibited use, and is void if any term of this Agreement is breached. The Renter will cooperate fully with

any insurance or Coast Guard investigation.

14. 14. Assumption of Risk, Indemnification, and Limitation of Liability

The Renter acknowledges that boating involves inherent risks that cannot be eliminated, including drowning, propeller injury, collision, capsizing, carbon monoxide exposure, sunstroke, sudden weather changes, wave action, submerged objects, and the conduct of other vessel operators. The Renter voluntarily assumes all such risks on behalf of the Renter and every passenger, and accepts the Vessel AS IS except for the express obligation of the Owner to provide a Vessel that is seaworthy and properly equipped at the start of the Rental Period. The Renter will defend, indemnify, and hold harmless the Owner and its personnel from all claims, injuries, damages, fines, and reasonable attorney fees arising from the operation, possession, or use of the Vessel during the Rental Period, except to the extent caused by the gross negligence or willful misconduct of the Owner. Neither Party is liable for indirect, incidental, or consequential damages, and the total liability of the Owner will not exceed [OWNER LIABILITY CAP, e.g., the total rental charges paid]. Each adult passenger will sign the acknowledgment of risk attached as Exhibit B before boarding.

15. 15. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE] and, where applicable, by United States maritime law, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees. This Agreement, with the condition checklist and passenger acknowledgments, is the entire agreement of the Parties and replaces all prior discussions; amendments must be in writing and signed by both Parties. If any provision is unenforceable, the remainder stays in effect.

OWNER: [OWNER NAME]. Signature: _____. Printed Name: [OWNER SIGNER NAME].
Date: [DATE]. RENTER: [RENTER NAME]. Signature: _____. Printed Name: [RENTER SIGNER NAME]. Date: [DATE]. The Renter separately initials the safety orientation and the assumption of risk: _____. Electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Boat rental is regulated at both federal and state level, and requirements for boater education cards, minimum operator age, required safety equipment, livery licensing, and the enforceability of liability waivers vary significantly by state and by water body. Federal maritime law may also apply. Review and adapt this document for your own facts, and consult a licensed attorney and your marine insurer before using it. Use of this template does not create an attorney-client relationship with ScanContract.