

## **Pre-Departure Checklist and Condition Agreement**

This Boat Rental Condition Agreement (the "Agreement") is made and entered into on the date of the rental agreement between the 518 Prestige LLC (the "Company") and the renter, named and signed below, (the "Renter").

The Renter acknowledges that he or she has examined the boat and equipment (collectively referred to as the "Boat") to be rented and that the Boat is in good working order and condition, unless otherwise noted below. The Renter agrees to rent the Boat subject to the following conditions:

Boat Condition. The Boat is rented in good condition, clean, and free of defects or damage, except as otherwise noted below in this Agreement. The Renter acknowledges receipt of the Boat in the condition described below.

- o Propeller is free of large gouging or damage.
- Upholstery is free of any scratching or rips/tears.
- o Bimini top is in good working condition.
- Swim ladder and access door are stowed properly and are in good working condition.
- o Trash left behind and Excessive dirtiness will result in a \$150 cleaning fee.

Propellor Insurance: \$40 covers any damage to propellor only, if selected no the
Renter will be charged \$250 to replace damaged propellor,YesNo
Anchor insurance: \$15 covers lost anchor, if selected no a lost anchor will result in a \$100 replacement feeYesNo
Equipment. The Renter acknowledges that he or she has received all the equipment listed on the rental agreement and that it is in good working order, except as otherwise noted below in this Agreement.

- o Anchor and anchor line are aboard the boat and in good condition.
- o Stereo and electronics are all in good working condition.
- All U.S. Coast Guard required safety equipment is aboard the boat and the renter has been shown stowed locations.

Damages. The Renter agrees to return the Boat in the same condition as it was received, except for normal wear and tear. The Renter will be responsible for any damage to the Boat or equipment during the rental period, including damage caused by negligence or misuse. The renter will be charged accordingly for any damage that was caused.

Fuel. The boat was provided with an adequate amount of fuel for the duration of the rental period. If the boat becomes low on fuel please contact us and we will add fuel at the dock and compensate for lost time.

Compliance with Laws. The Renter agrees to comply with all applicable laws and regulations governing the operation of the Boat (U.S. Coast Guard and New York State) and has been properly briefed of all local water way laws, including but not limited to, those relating to safety equipment, boating licenses, and speed limits.

Use. The Renter is at least 24 years of age and has provided a copy of their U.S. Drivers License and Credit Card. The Renter agrees to use the Boat only for the purposes for which it was intended and not for any unlawful purpose. The Renter has been properly walked through and briefed of all operation and controls of the vessel.

Responsibility. The Renter assumes all responsibility for any injury, loss, or damage to the Boat or any other property or persons resulting from the Renter's use or operation of the Boat.

- o 10 people maximum capacity per boat.
- The rental boat is NOT to go passed the 2<sup>nd</sup> bridge on fish creek past Harvest and Harvest restaurant. The bridge is too low and will rip off the bimini top.

Indemnification. The Renter agrees to indemnify and hold harmless 518 Prestige LLC from any and all claims, damages, or liabilities arising from the Renter's use or operation of the Boat.

Signatures. By signing below, the Renter acknowledges that he or she has read, understands, and agrees to the terms and conditions of this Boat Rental Condition Agreement as well as the Standard Boat Rental Agreement.

X
Renter's Name and Signature
//
Date
X
518 Prestige LLC Representative's Signature
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Date
Any exceptions or comments to the above conditions must be noted below: