

Fishing Boat Rental Agreement

0797147 B.C. LTD.
#120 10451 Shellbridge Way
Richmond, BC V6X 2W8

Phone: 1-866-923-0516
Email: info@salmonboats.ca

This agreement is entered into by **0797147 B.C. LTD.**, hereinafter LESSOR and _____, hereinafter LESSEE. For good and valuable consideration, the receipt of which is hereby acknowledged, the LESSOR and LESSEE do hereby covenant, contract and agree as follows:

LESSEE Information

Full Name	
Home Address	
Home Phone	
Mobile Phone	
Drivers License # & State/Province	
Vehicle License # & State/Province	
Social Security/Insurance #	
Credit Card # & Expiry	

Boat Details

LESSEE does hereby rent from LESSOR the following Boat (hereinafter "Boat"):

Boat Model	Boat Registration #
Trailer Model	Trailer Licence #

Charges

Boat Rental	
Additional Charges	
Delivery/Pickup	
GST	
PST	
Total Rental	
Security Deposit Required	\$2000

The full amount of the rental is due when the Boat is picked up.

LESSOR Initials: _____ LESSEE Initials: _____
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Rental Term

Begin Date	Begin Time	End Date	End Time	Late Return Fee \$100/hour
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Rental Terms & Conditions

USE OF BOAT: LESSEE is granted the right to use the boat only in the following designated waters:

The waters of British Columbia, including the west coast of Vancouver Island and the west coast of the Queen Charlotte Islands, and the Straits of Juan de Fuca, but NOT to navigate:

1. On the Fraser River east of the mouth of the Sumas River.
2. Outside (west) of a line drawn from 48 degrees north 128 degrees west to 53 degrees north 134 degrees west to 58 degrees north 137 degrees west to Cape Spencer.
3. In the waters of Alaska or Washington State.

IMPROPER USE: LESSEE agrees (a) not to use the rental boat to carry passengers or property for hire; (b) not to use the rented boat to carry passengers or property in excess of the rated capacity of the boat; (c) not to use the rented boat to tow or propel any person, boat or thing whatsoever; (d) not to use the boat in any race or competition; (e) not to use the rented boat for any illegal purpose whatsoever; (f) not to operate the rented boat in a negligent manner; (g) not to operate the boat outside the designated area as outlined in section 4 of this Agreement; (h) not to permit the rented boat to be operated by any other person who is not a party to this Agreement; and (i) not to remove the motor from the boat for any reason whatsoever.

SAFETY EQUIPMENT: LESSOR and LESSEE agree that all required safety equipment is aboard the boat and in good order and condition at the time of delivery to the LESSEE.

INSURANCE: LESSEE understand(s) and agrees that no insurance for injury or death is provided with this Agreement.

PREVIOUS EXPERIENCE: **LESSEE certifies that they have at least 5 years of previous experience operating similar boats and are fully capable of operating the rental boat in a safe and responsible manner.** If applicable, the LESSEE also certifies that they have previous experience towing a boat of similar size.

FUEL: The Boat is to be returned with a full tank of fuel. If the tank is not full, the LESSOR will fill the tank at a rate of \$2.00/litre and the cost of the fuel will be deducted from the security deposit.

GOVERNING LAW: This Agreement shall be governed by the laws of the Province of British Columbia.

Additional terms and conditions:

1. The LESSEE acknowledges he/she has carefully examined the boat and finds it suitable for the purpose which it is leased, and that other accessory equipment is in suitable acceptable condition; that he/she will maintain both boat and equipment in a safe, dependable condition while in his/her custody.
2. Cash bond deposit (as provided in the statement of charges) shall be retained by the LESSOR as partial compensation for failing to return said rental boat in as good condition, ordinary wear and tear excluded, 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 LESSEE. LESSEE agrees and understands that in the event that damage or loss is incurred on any 0797147 B.C. LTD. boat or equipment rental by LESSEE, 0797147 B.C. LTD. will retain the damage deposit. LESSEE understands and authorizes 0797147 B.C. LTD. to force funds from the security deposit. LESSEE agrees not to dispute or charge back any charges for damages, missing or broken articles to any 0797147 B.C. LTD. equipment.
3. LESSEE agrees not to use, nor permit the use:
 - of the rental boat for any unlawful purpose,
 - of the rental boat in a careless or negligent manner,
 - of the rental boat while under the influence of liquor and/or narcotics.
4. **LESSEE 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 the LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental boat. LESSEE further agrees to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting from the use, operation, or possession of said rental boat. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE's personal property while carried in, or on, the rental boat, including loss or damage caused by fire, water, theft or any cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages,

LESSOR Initials: _____

LESSEE Initials: _____

attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rental property and/or to enforce any of terms, conditions and/or provisions hereof. It is understood and agree that Venue of any action here under shall be in the province of the LESSOR.

6. In the event that LESSOR must file suit to collect for any damages to rental boat, losses incurred or collect for down time resulting from damaged boat, LESSEE will be held responsible for all LESSOR'S legal/attorney fees.
7. LESSEE will accept the liability for all lost revenue lost due to canceled reservations during the time period required to complete repairs on damaged boats or equipment.
8. **In the event of malfunctions, breakdown, or if any defect is discovered after acceptance of the rental boat that LESSEE will immediately report it to LESSOR.** Continued use of it shall be entirely at the LESSEE'S risk and thus less assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
9. LESSOR'S ability to provide a rental boat, if reserved, is contingent upon and subject to the return of the unit by the previous LESSEE or any other cause beyond the LESSOR's control.
10. The rules and regulations contained herein and as posted in the office, on the boat, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
11. All damages will be settled upon return of the rental boat. Upon return of boats, if there is any damage LESSEE will pay either using deposit or will pay using cash or credit card. If damage exceeds deposit the LESSEE is still responsible for all damages to boat or equipment.
12. **The LESSOR is the only party who will authorize repairs.** The LESSOR reserves the right to have damages repaired by whomever they deem acceptable and capable. LESSEE waives the right to dispute who performs repairs.
13. The LESSEE acknowledges that the early return of the boat will not result in a refund unless the return is the result of legitimate and unforeseeable mechanical breakdown that has occurred through no fault of the LESSEE.
14. 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 of the remainder shall not be affected and will remain in full force and effect.

I have read all three (3) pages of this the agreement and fully understand the terms and conditions as set forth; That I (We) acknowledge receipt of a copy of this agreement.

LESSEE	
Name (Printed)	
Signature	
Date	

LESSOR - 0797147 B.C. LTD.	
Name (Printed)	
Signature	
Date	