

**J. Gerald Properties LLC
c/o Lakeside Restaurant
13780 West Lake Road
Hammondsport, New York 14840
607-868-3636**

**Rental Agreement
2013 Sweetwater 2086 with 70hp Yamaha outboard engine**

The undersigned hereby rents, under the terms and conditions described herein, a 2013 Sweetwater 2086 boat with 70hp Yamaha outboard engine and the equipment described in the Rental Checklist, and _____ (collectively, the "Boat"). The undersigned desires to rent the Boat for a _____ period, commencing _____, 201__ and ending on _____, 201__ at the following rate and subject to the following rules and regulations.

Rental charge for _____ period	\$ _____
Tube Rental	_____
Gas Deposit	100.00
Deposit/Reservation	200.00

In consideration for the agreements herein, J. Gerald Properties LLC hereby leases to the undersigned the Boat. The undersigned certifies that he/she has examined the Boat and finds it acceptable and suitable for the purpose for which it is rented and agrees to comply with all the rules and regulations described herein and certifies that he/she has read and understood the rules and regulations. The undersigned expressly agrees to indemnify, defend and hold harmless J. Gerald Properties LLC and its agents (the "Indemnified Parties") from and against: (i) any and all loss, costs, damages, claims of any kind and attorney fees and or liability or cost to enforce this agreement, including costs of collection; and (ii) any and all claims of or damage to property or injury to persons (including death) resulting from the use, operation or possession of the Boat. The undersigned hereby further agrees to hold the Indemnified Parties harmless should loss or damage occur to the undersigned's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever. Should there be a dispute under this Agreement the undersigned agrees that the choice of law shall be New York state law and the venue shall be Monroe County, New York.

The following rules are agreed to by the undersigned:

Boat operators MUST be 21 years old and possess a valid driver's license and credit card.

All rentals are for Keuka Lake only. Daily Rentals are from 8:30 am to 5 pm. Weekly rentals runs for 7 days with first day pick-up at 8:30 am and last day drop off by 5:00 pm.

Full Day Rental will take precedent over 1/2 day. Rentals are available per week, day and multi-day. 1/2 day rentals are walk-ins only and subject to availability. Half day rental is either 8:30-12:30 or 1:00-5:00

All rentals are subject to 8% Sales Tax.

A \$200.00 Reservation/Damage deposit is required at the time of reservation. This damage deposit will be refunded provided the boat is returned in the condition in which it was rented. Boat damage, and or loss of equipment will be charged to customer's credit card at replacement rates. The deposit is for reservation,

security, and cleaning. It is a separate charge from the daily/weekly rental fee. Pets are allowed provided the boat is clean upon return else a cleaning charge of not less than \$50 will be assessed.

A \$100.00 Gas Deposit is required at the time of pick-up. All boats are rented with a full tank of fuel. If the boat is returned with a full tank of gas the full gas deposit will be returned else in proportion to the amount of fuel needed to fill the tank.

Rentals are Rain or Shine. No Refunds on unused time or late pick up. If you fail to show up and pick up the boat or call to cancel your reservation, your credit card will be charged the full amount of your boat rental, and will be NON-REFUNDABLE, unless we are able to rent the boat (with our other boats taking priority) for the time you reserved. Late returns are subject to a \$50.00 per/hr. fee. If a morning 1/2 day returns after 12:30 pm we will assess a \$50.00 later fee but reserve the right to charge twice the afternoon rate if we lose a customer for the afternoon or the normal afternoon rate if we do not have a customer. NO EXCEPTIONS.

No GRILLS allowed on boats. No SMOKING allowed on boats. No TOWING of other vessels

Maintaining proper fuel level is the responsibility of the renter. You will be charged \$50.00 plus the cost of gas for an "out of gas" service call.

The ability to provide the Boat is subject to any prior user returning the Boat in a timely fashion in a condition that permits operation and use. J. Gerald Properties LLC reserves the right to cancel this Agreement due to inclement weather or if a prior user fails to return the Boat in a timely fashion and in a condition that permits operation and use. In the event of a malfunction, breakdown or inability to function as intended, the undersigned shall immediately notify J. Gerald Properties LLC and assumes responsibility for any damages to the Boat or others as a result of operations after discovery of the malfunction, breakdown or inability to function. Should any term or condition of this 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.

J. GERALD PROPERTIES LLC

By: _____
Name:
Date:

Name:
Phone Number:
Address:

Driver's License No.
Date:

RECEIPT FOR PAYMENT UPON RETURN

Charges from Page 1 Rates	_____
Overtime Charge (to be determined upon return)	_____
Gas Charge for failure to return full (to be determined upon return)	_____
Damages/Misc. Charges (to be determined upon return)	_____
Subtotal Due	_____
Sales Tax at 8%	_____
Amount Due before application of Deposit	\$ _____
Less:	
Gas Deposit	(100.00)
Reservation/Deposit	(200.00)
Amount Due upon return	\$ _____

Paid by cash or credit card () Initials of person receiving payment and signing off on any damages upon return.