

Boat Rental Agreement

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This is a template, not legal advice. Laws on rentals, waivers and boating vary by state. Have a local attorney review and adapt it before you use it.

1. Parties and rental period

This Boat Rental Agreement ("Agreement") is made between **[Business name]**, [Business address], [Phone], [Email] ("Owner"), and the person named below ("Renter").

- **Renter:** [full name], [address], [phone], [email], date of birth [date]
- **Rental period:** from [date] at [time] to [date] at [time]
- **Pickup and return location:** [dock, marina or address]

The rental begins when the Renter takes possession of the boat and ends when the boat is returned to the Owner and checked in.

2. The boat and equipment

The Owner rents to the Renter the following boat ("Boat"):

- **Boat:** [year, make, model, length]
- **Hull ID / registration number:** [number]
- **Engine:** [make, horsepower]; engine hours at pickup: [hours]
- **Fuel level at pickup:** [level]
- **Included equipment:** [[life jackets, throwable device, fire extinguisher, anchor, other]]

The Renter has inspected the Boat and equipment and agrees they are in good condition, except as noted on the check-out inspection.

3. Rental fee and payment schedule

- **Rental fee:** [amount] for the rental period
- **Add-ons:** [items and amount]
- **Taxes and fees:** [amount]

- **Total:** [amount]

A payment of [amount] is due at booking, and the balance is due [when]. The Renter authorizes the Owner to charge the card on file for the balance and for any charges under this Agreement.

4. Security deposit

The Renter will provide a security deposit of [amount], held on the Renter's card [when]. The deposit may be used for damage, cleaning, fuel, missing equipment, late return and any other amounts owed under this Agreement. Any balance of the deposit will be released within [number] days after the Boat is returned and checked in. If the amounts owed exceed the deposit, the Renter will pay the difference.

5. Cancellation and refund policy

- Cancelled [days] or more days before the rental: full refund
- Cancelled [days] or more days before the rental: [percent]% refund
- Cancelled later than that, or no-show: no refund

Refunds are made to the original payment method. Weather is covered in section 15.

6. Fuel policy

[Choose one: Fuel is included in the rental fee. / Fuel used is charged at the marina pump price on return. / The Boat must be returned with a full tank; otherwise a refueling charge applies.]

7. Operator requirements

Only the Renter and the additional operators listed here may operate the Boat: [names].

Each operator must:

- be at least [age] years old;
- carry a valid boater education card or other credential where required by state law: [card number and state];
- have completed the Owner's safety briefing before departure; and
- not be under the influence of alcohol, drugs or any substance that impairs judgment.

8. Passenger limit

The Boat may carry no more than **[Most people on board] people**, including the operator, and never more than the capacity on the Boat's capacity plate. This limit may not be exceeded at any time.

9. Operating area and hours

The Boat may be used only on [Where the boat may go], and between [Operating hours]. The Renter will stay out of restricted areas, swim zones and no-wake zones as marked, and follow all posted rules, navigation rules and instructions from the Owner and authorities.

10. Prohibited uses

The Renter will not, and will not allow anyone to:

- operate the Boat while under the influence of alcohol or drugs;
- tow skiers, tubes or other devices unless approved by the Owner and with the equipment provided;
- carry more passengers than allowed, or allow passengers to ride on the bow, gunwales or swim platform while underway;
- use the Boat for racing, commercial purposes or any illegal activity;
- leave the operating area, beach the Boat or operate it in unsafe weather; or
- sublet the Boat or allow an unlisted person to operate it.

11. Safety equipment

The Owner provides the safety equipment listed in section 2. The Renter will keep it on board and in working order, ensure a properly fitting life jacket is available for every person on board, and ensure that children and non-swimmers wear one at all times, and anyone else whenever state law requires it.

12. Damage and the renter's responsibility

The Boat will be inspected and photographed at check-out and check-in. The Renter is responsible for loss of or damage to the Boat, its motor, propeller and equipment during the rental period, other than normal wear, including damage caused by passengers. Charges include the reasonable

cost of repair or replacement, and a cleaning fee of [amount] if the Boat is returned unreasonably dirty.

13. Accidents and reporting

In an accident, injury, collision, grounding or damage, the Renter will make sure everyone is safe, call emergency services if needed, and notify the Owner immediately at [Phone]. The Renter will report the accident to the authorities where state law requires it, and give the Owner a written account within 24 hours.

14. Late return

If the Boat is not returned by the end of the rental period, the Renter will pay [amount]. If the Boat is more than two hours late and the Owner cannot reach the Renter, the Owner may contact the authorities.

15. Weather

The Owner may delay, shorten or cancel a rental for unsafe weather or water conditions. If the Owner cancels or shortens a rental for weather, the Renter may reschedule to another date or receive a refund for the time not used. The Renter will return to the dock immediately if the Owner asks, or if conditions become unsafe.

16. Assumption of risk and release

The Renter and each passenger who signs below understand that boating and water activities involve risks, including drowning, injury from collisions, falls, propellers, towed devices, weather and water conditions, and the actions of others. **They voluntarily assume these risks.**

To the fullest extent allowed by law, the Renter and each signing passenger release, waive and agree not to sue the Owner, its owners, employees and agents for any injury, loss or damage arising from the rental or use of the Boat, **except** to the extent caused by the Owner's gross negligence or willful misconduct. The Renter agrees to indemnify the Owner against claims by others arising from the Renter's use of the Boat.

17. General terms

This Agreement is governed by the laws of [state]. If any part of it is found unenforceable, the rest remains in effect. This Agreement, with the check-out and check-in inspections, is the entire agreement between the parties. The Renter agrees to sign this Agreement electronically.

18. Signatures

Renter: I have read and agree to this Agreement, including the assumption of risk and release in section 16.

Signature: _____ Date: _____

Owner: [Business name], by [name, title]

Signature: _____ Date: _____

Passengers (each adult passenger, or a parent or guardian for a minor): I have read section 16 and agree to it.

Name	Signature	Date