



Boat Rental Agreement  
Clark County Park District  
20482 N. Park Entrance Road  
Marshall, IL 62441  
(217) 889-3601

Boat #:  
Lessee(s) First Name:  
Lessee(s) Last Name:  
Lessee(s) Phone:

This Agreement is made and entered into on **Mo/Day/Year**, by and between Clark County Park District (hereinafter referred to as "District") and **TENANT'S NAMES** hereinafter referred to as "Tenant(s)" WHEREAS, District is the owner of the Boats(s). WHEREAS, District and Lessee enter into this Lease Agreement to have Tenant lease the Boat(s) from the District; and WHEREAS, parties desire to define their relationship according to the terms and conditions of this Boat Rental Agreement.

### Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: 1. Lease of the Boat/Equipment: District hereby agrees to lease the Following at the Following Rates:\_\_\_\_\_ To Begin on **Mo/Day/Year** at **##:## am/pm** and ending day on **Mo/Day/Year** at **##:## am/pm**.

2. Deposit: Pontoon Boat and Jon Boat reservations require a deposit of \$25.00 per day per boat. Balance is due at time of arrival along with a credit card for damage deposit. Lessee authorizes the District to charge the credit card provided for any damages or loss of equipment or to be applied to the rental charges upon return of boat by Lessee.

3. Other fees and charges: Lessee understand and agrees to pay rental fee as listed above plus the cost of extra fuel and Cost of extra cleaning or damages. In addition, a late charge of \$25.00 per half hour boat is not returned.

4. Refunds/Cancellations: If cancellation of reservation is made at least two (2) hours prior to lease time, the Lessee will be crediting the deposit. If cancellation is received less than two (2) hours prior to lease time, no credit will be issued. No credit/refunds on unused fuel.

5. Condition of Boat: Lessee has examined the boat and equipment and finds it acceptable and suitable for the purpose for which it is leased. Lessee agrees to maintain both boat and equipment in a safe, dependable condition during Lessee's rental period.

6. Lessee agrees that he/she is experienced and capable in all aspects of the handling and operation of the boat, such as the one rented above, and agrees to operate the boat in accordance with all safety rules and regulations of the District, including but not limited to those attached hereto as Rental Boat / Lifejacket/Swimming Rules or as posted on the boat.

7. Lessee agrees to report any accident, malfunction or breakdown of rental boat to District immediately.

8. Use of the boat. LESSEE agrees not to use, nor permit the use of the rental boat for any unlawful purpose, in a careless or negligent manner, while under the influence of liquor or narcotics or any other drugs, by any other person not the signatory of the agreement, or not equally qualified.

9. Lessee acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the District 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 District and its agents, affiliates, and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental boat. Lessee further agrees to hold the District harmless should loss or damages occur to any Lessee's personal property while carried in, or on, the rental boat, including loss or damage by fire, water, theft or any other causes whatsoever.

10. Lessee expressly agrees to indemnify and hold District and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by District, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by District, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the County of Clark, Illinois.

11. District'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 District's control.

12. District reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

13. Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

#### Definitions

"District" means the Clark County Park District, its Board of Commissioners, its Director, employees, attorneys or anyone authorized to act on its behalf or at its discretion.

"Parties" means the parties to this Rental Agreement.

"Lessee" means NAME

"Boats" means the pontoons, jon boats, canoes, kayaks and paddle boats and all equipment associated with said boats available for rent under this Agreement.

"Rules" means the rules and regulations attached hereto as Exhibit A and any other rules or statements posted by the District as may be amended from time to time.

Clark County Park District

Print:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_

Tenants(s)

Print:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_

**Lessee(s) contact information:**

Street:            City:                            State:            Zip Code:

Phone:            Drivers License #:

Credit Card Number Ending:\_\_\_\_\_ Expiration Date:\_\_\_\_\_

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A VALID CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER.

EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: \_\_\_\_\_

**I authorize the Clark County Park District to charge my credit card account noted above for the requested services and miscellaneous charges noted in this contract if required.**

Cardholder Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**Rental Boat Rules:**

1. No pets
2. No grills
3. No towing of any kind (tubes, other boats, etc.)
4. If you are fishing, please do not use the under-seat storage as a live well.
5. While the boat is in motion, everyone must be seated inside the gated area with the gates closed. Absolutely no sitting on the front, sides, or the back of the boat while it is in motion or the motor is running

**Life jackets/Swimming Rules:**

1. Everyone under the age of 13, must always wear a lifejacket.
2. Anyone in the water must have a lifejacket on, make sure the orange flag is on display.
3. Swimming is allowed in the coves only.

**Boating Regulations:**

1. All boats shall be operated with NO disturbing wake in areas marked by buoys and signs.
  2. All operators of boats shall maintain the "Keep to the Right" traffic pattern.
  3. NO boat shall be operated at a speed creating a disturbing wake when leaving or entering the fuel dock area.
  4. NO boat shall be operated at a speed greater than 40 MPH while on the lake.
  5. Boats without motors are restricted to the NO WAKE area.
  6. NO grills shall be taken or used on rental boats
  7. There will be NO more than 4 persons per Jon Boats or 12 persons per Pontoon Rental boat
  8. There are NO pets allowed on any rental boat
  9. There is to be NO towing of any kind with the rental boats, this includes tubes, rafts, and other boats
- \*\*\*\*\*The above special regulations are in addition to statewide regulations for boating\*\*\*\*\*

**Swimming Regulations:**

1. NO swimming in any of the dock areas. Swimming is restricted to COVE AREAS ONLY
2. All swimmers must have a Coast Guard approved, properly fastened life jacket on at all times
3. All swimming is at your own risk.
4. An orange flag must be displayed while persons are swimming. Lessee shall be liable for any and all damages caused by their negligence or failure to comply with the above rules and regulations, and further agrees to indemnify and hold harmless the Park from any claims and expenses, including legal fees, incurred by the Park due to Lessee negligence or failure to comply. I HAVE READ AND FULLY UNDERSTAND THE ABOVE REQUIREMENTS AND AGREE TO ADHERE TO ALL RULES AND REGULATIONS CONTAINED HEREIN.

Print Name: \_\_\_\_\_ Signature:\_\_\_\_\_ Date:\_\_\_\_\_

