

BOAT RENTAL FORM

Boat Rented: _____ Person Taking Reservation/Date: _____

Date Reserved: _____ Time: _____ Date Returning: _____ Time: _____

Rental Duration: _____ Amount: \$ _____

Customer: _____ Phone: _____

Address: _____

Customer Email: _____

Card Type: Visa MasterCard Discover American Express

Card Number: _____ Exp: ____/____ (MM/YY) CCV# _____

[Deposit Amount: _____ Date Received: _____ Authorization Code: _____]
For Marina Use Only

Rentals Total \$ _____

Sales Tax (6%) \$ _____

TOTAL WITH TAX: \$ _____

Gas: _____ Gallons at \$ _____ = \$ _____

Less Deposit: \$ _____

TOTAL DUE: \$ _____

I hereby authorize Indian Lake Marina, Inc. to charge the above credit card account for valid purchases relating to rental services. I acknowledge the above information is accurate and that I am an authorized signer on the account. This authorization will remain in effect until the end of the rental time.

Rental are not permitted to tow anything with pontoon such as, tubes, Skiers, Wakeboard and any other type. No Fishing is permitted off the boat or any other area of the lake.

Signature

Date

INDIAN LAKE MARINA, INC.

234 S. Shore Trail Central City, PA 15926 (814) 754-4774

MARINA STAFF ARE TO ASK THESE QUESTIONS WHEN TAKING RESERVATIONS AND INITIAL:

_____ **Please verify that the Individual that will be operating the boat is in possession of a Certificate issued for a course approved by the National Association of State Boating Law Administrators (NASBLA).**

_____ **Make sure that Customer knows that Deposit is NON-REFUNDABLE! Customer may use deposit towards rental at a later time, but within the same Season.**

- **Reservation Fees are non-refundable, but are applied to rental fee upon pick-up.**
- Advance Reservation Fee will be 50% per rental
- Boats returned after delivery time will be subject to a minimum **\$25 late fee per 1/2 hour.**
- **Boats returned to us unreasonably dirty will be subject to a clean up fee of \$100.00.** This includes fishing dirt, food and other trash.
- Life jackets and safety equipment are provided.
- **Lessee assumes all responsibility for damage to boats, equipment, personal injury, property damage and all citations while leased.**
- Pets are permitted on rentals with an **additional \$100.00** deposit for any damage and cleaning.
- **There will be no refunds due to weather or lessee change of plans.**
- All rentals start with a full tank of fuel and must be re-fueled prior to returning the boat at the end of the lease by the lessee. **All Fuel must be purchased from Indian Lake Marina.**
- The operator is not allowed to be under the influence or consume alcohol or narcotics.
- We reserve the right to refuse rental to anyone. And the right to revoke a rental for any reason.

MUST HAVE BOATER’S LICENSE:

BOATING LICENSE #: _____

STATE OF ISSUANCE: _____

SAFETY VIDEO:

HAVE WHOMEVER WILL BE OPERATING BOAT WATCH SAFETY VIDEO & INITIAL BELOW.

RELEASE OF LIABILITY

NOTICE OF RISK: I hereby acknowledge custody of the equipment described above, in good condition, equipped as indicated in activity checklist, and I agree to return said equipment to INDIAN LAKE MARINA, Inc. on or before the time indicated on the checklist, in the same condition and with the same equipment as listed therein. In case of theft or loss, I am responsible for the replacement value of the equipment. In case of abuse or damage, I will be charged for the repair or replacement of the equipment. **This includes OVER TRIMMING of the motor.**

Please Initial _____

ASSUMPTION OF RISK: I understand and am aware that boating, skiing, riding water toys are HAZARDOUS activities. I understand that the sport of boating skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the user’s body and possible DEATH. I hereby agree to freely and expressly assume and accept any and all risks in the use of the equipment rented.

Please Initial _____

LIABILITY AGREEMENT: I hereby release from any legal liability, Indian Lake Marina, Inc. and its owners, agents and employees from any and all liability for damage and injury to death to myself and or any person or property resulting from the selection, maintenance or use of this equipment, and for any claim based upon myself, the full responsibility for any and all such damages or injury which may result. It is understood and agreed that the Rental Fee is a presently earned fee for the use of the equipment.

Indian Lake Marina, Inc. reserves the right to (a) authorize the use of the equipment, and (b) revoke the use of the equipment. Decisions on the part of Indian Lake Marina, Inc. with regard to the use of the equipment by RENTER are made for safety reasons, including but not limited to the following: (1) Unsafe operation of the equipment; (2) Lack of sobriety of the RENTER; and (3) Unsafe weather conditions.

Please Initial _____

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RENTER agrees that RENTER will adhere to SYNOPSIS OF INDIAN LAKE BOROUGH BOATING RULES AND REGULATIONS of Indian Lake as are attached to this agreement. Including, but not limited to Traffic Pattern of a left-hand or counterclockwise traffic pattern shall be maintained at all times, with the exception of the slalom water ski course area.

RENTER also agrees that they have received a hard copy of SYNOPSIS OF INDIAN LAKE BOROUGH BOATING RULES AND REGULATIONS to keep on boat during rental.

Please Initial _____

RENTER agrees that any fines received from Indian Lake Police or Pennsylvania Fish & Boat Commission by RENTER or any individual with RENTER are the sole responsibility of RENTER.

Please Initial _____

RENTER verifies that they, or the Individual that will be operating the boat is in possession of a Certificate issued for a course approved by the National Association of State Boating Law Administrators (NASBLA).

Please Initial _____

RENTER verifies that the person operating the boat has watched the Safety Video at Indian Lake Marina.

Please Initial _____

SECURITY DEPOSIT FOR EQUIPMENT RENTAL

I understand that my Security Deposit is a deposit against all costs of replacement, repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to Indian Lake Marina, Inc. pursuant to this agreement. Further, I am responsible for all damages and/or losses to the equipment or any of its contents during that period. The security deposit must be paid in full before the equipment is removed from the Marina premises. The security deposit will be held until the equipment is returned at the end of the rental period, cleaned, checked mechanically and otherwise processed. All rental expenses will be deducted from the deposit and the balance returned in the same manner in which it was paid. The renter is liable for all loss or damage to the equipment, which can be will in excess of the security deposit held, up to an including the replacement cost of the equipment.

Please Initial _____

The RENTER agrees not to permit the use of the or to use the boat for transportation of persons or property for hire and not allow more than the boat's capacity in persons upon the boat at any one time.

Please Initial _____

I acknowledge and agree that the equipment will be operated by me, prior to taking custody of it: that I have inspected said equipment and leases same with any representation by Indian Lake Marina, Inc.; that I warrant that I am a qualified operator of said equipment that I will not allow any other persons except a member of my party to operate the boat; that I will be responsible for all such operation; that the boat and motor are in good mechanical and physical condition; that I will not operate the boat, or permit anyone to operate the equipment, while under the influence of alcohol or drugs; that said equipment will be returned to Indian Lake Marina, Inc. in the same condition as received including a FULL TANK OF GAS ONLINE, which I am responsible to purchase at the end of the trip. Only fuel purchased at Indian Lake Marina, Inc. may be used in Indian Lake Marina, Inc. equipment. No fuel may be stored in or on Indian Lake Marina, Inc. equipment. It is expressly agreed that Indian Lake Marina, Inc. shall not be liable for loss or damage to any property left or stored by RENTER or any other person in or upon said equipment after return thereof to Indian Lake Marina, Inc. I agree to hold Indian Lake Marina, Inc. harmless from and against any such claims.

Renter has read this contract and agrees to the terms hereof.

Signature: _____

Date: _____

Please Print Name: _____

Boat Inspection Form

Please take a photo of the prop and 4 sides of boat and interior before and after the rental with guest.

Make sure that everything is in working order. Any damage or problems with cleanliness should be immediately reported to the Manager.

Boat Appearance

	Before Rental		After Rental	
Interior of boat is clean and free of garbage.	Yes	No	Yes	No
Seats are clean and undamaged.	Yes	No	Yes	No
Instrument Panel is clean, undamaged and functioning.	Yes	No	Yes	No
Exterior Port (<i>passenger side</i>) is undamaged.	Yes	No	Yes	No
Exterior Starboard (<i>driver side</i>) is undamaged.	Yes	No	Yes	No
Exterior Bow (<i>front</i>) is undamaged.	Yes	No	Yes	No
Exterior Stern (<i>back</i>) is undamaged.	Yes	No	Yes	No
Prop and Exterior of Motor and Motor Case are undamaged.	Yes	No	Yes	No

If No to any of the above, Report Damage or Cleaning Problems:

Boat Operation

	Before Rental		After Rental	
Gas Tank is Full.	Yes	No	Yes	No
Engine Starts, Engine Runs Well.	Yes	No	Yes	No
Lights Work.	Yes	No	Yes	No
Radio Works.	Yes	No	Yes	No

If No to any of the above, Report Damage or Cleaning Problems:

Boat Accessories

	Before Rental		After Rental	
Life jackets under each of bow seats.	Yes	No	Yes	No
2 bumpers present.	Yes	No	Yes	No
1 Fire Extinguisher.	Yes	No	Yes	No
Throwable Seat Cushion.	Yes	No	Yes	No
Anchor and rope under back seat.	Yes	No	Yes	No
Registration and Insurance Card.	Yes	No	Yes	No

If No to any of the above, Report Damage or Cleaning Problems:

Please report any other damage or areas of concern here.

Please sign this form and return it. Report all NO items to the manager immediately.

Before Rental:

After Rental:

_____ **Renter(s)** _____ **Date**

_____ **Renter(s)** _____ **Date**

_____ **Staff** _____ **Date**

_____ **Staff** _____ **Date**

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SYNOPSIS OF INDIAN LAKE BOROUGH BOATING RULES AND REGULATIONS

TYPE: No boat, vessel or similar device, power or non-power, exceeding twenty-two (22'00") feet in length, except pontoon boats, which shall not exceed thirty (30'00") feet in length, shall be used or operated upon the waters of Indian Lake. The length of a boat shall be measured from the tip of the bow to the farthest aft edge of the boat. Molded, permanently attached, non-removable platforms shall be included in the measurement. Bolted on, removable platforms shall not be included in the measurement. For purposes of this Section, a "pontoon boat" shall be a boat floating on two tubular pontoons. A sailboat shall not exceed twenty-two (22'00") feet in length whether or not it has a single-hull or pontoon configuration. No boat or vessel, regardless of length, shall be used or operated upon the waters of Indian Lake, unless the mode of power of said boat is manual, sail, or by outboard, inboard-outboard stern drive motor or inboard motor. All boats must be equipped and operated within the limits indicated on the BIA capacity plate, issued with or affixed to the motor or boat.

PROOF OF COMPLIANCE: Prior the initial or first registration of a boat for the use on the waters of Indian Lake, the boat shall be measured and inspected by the Indian Lake Borough Police Department for compliance with the length limitations and exhaust requirements set forth in Section 101 of Indian Lake Boating Ordinance No. 116. The Borough Police Department shall make such measurements within thirty (30) days of the Borough's receipt of the application for a license, by appointment only.

MUFFLERS: Every powered vessel operated upon the waters of Indian Lake must have a functioning exhaust muffling system and must also have an exhaust system which vents the exhaust below the waterline of the vessel while at rest.

COMPLIANCE WITH REGULATIONS: All license holders shall comply with all ordinances, statutes, rules and regulations of the Borough of Indian Lake, the Commonwealth of Pennsylvania and the Federal Government and there shall be no transfers of any licenses hereunder between property owners and/or non-property owners.

MISUSE OF INDIAN LAKE BOAT LICENSE: No person shall knowingly, willingly or intentionally affix an Indian Lake Boat license to a watercraft not authorized for use by that particular license with intent to conceal or misrepresent the identity of the watercraft or the owner thereof. The owner of the watercraft and the person to whom the license was issued shall be liable for prosecution for violations.

OPERATING BOATS: All state and Federal Boating Regulations, including the requirements for the issuance of Pennsylvania boating licenses, shall be observed and complied with by license holders. Without in any way limiting the foregoing, the following rules shall also apply:

- A. Warning and Directions. All warnings, directions and orders of duly appointed law enforcement officers, Borough or otherwise, having jurisdiction, shall be obeyed, and operation of boats shall be in compliance with established "rules of the road".
- B. Traffic Pattern. **A left-hand or counterclockwise traffic pattern shall be maintained at all times, with the exception of the slalom water ski course area.**
- C. Speed Limits. **No person shall operate a boat at a speed in excess of the following maximum limits: (a) 40 miles per hour from 30 minutes before sunrise to 30 minutes after sunset, and (b) a slow no-wake speed from 30 minutes after sunset to 30 minutes before sunrise.**
- D. Permitting Violations. No person shall authorize or knowingly permit a powered or unpowered watercraft owned by him or under his control to be operated in violation of any of the provisions of this Ordinance or any applicable state or federal statute, rule or regulation. Any owner of a watercraft or person who has control of such watercraft who permits such violation shall be liable for prosecution under this Ordinance for the same offense as the operator and shall be subject to the same fine or penalty as the offending operator.
- E. Alcohol and Boating. It is illegal to operate a boat while under the influence of alcohol or a controlled substance.

NOTE: This is not a complete list of Boating Regulations and Does Not Take Precedence Over Ordinance # 116

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Slow, no wake speed is the slowest possible speed of a motorboat required to maintain maneuverability and that it's wake or wash created by the motorboat on the water surface is minimal.

Above wake speed is operating a motorboat that is causing a wake or wash on the surface of the water.

It is illegal to operate a boat at a greater than slow, no wake speed within 100 feet of the shoreline, docks, launch ramps, simmers or downed skiers, persons wading in the water, anchored, moored or drifting boats and floats. Other words anything stationary along or in the water you must stay 100 feet from **unless** you are operating at no wake speed.

It is illegal to operate a motorboat less than 20 feet in length at greater than slow to no wake while a person is standing on or in the boat.

It is illegal to operate a motorboat that is not equipped with railings or other safeguards at above wake speed with a person outside of these safeguards. Other words no one may ride on the motor cover, the bow decking or the gunwales.

It is illegal to cause a boat to become air borne while crossing another boat's wake when within 100 feet of the boat creating the wake.

It is illegal to weave through congested traffic.

It is illegal to operate faster than slow, no wake speed when within 100 feet to the rear or 50 feet to the side of another boat that is underway, unless in a narrow channel.

It is illegal to operate within 100 feet of anyone towed behind another boat.

It is illegal to operate a pontoon above wake speed while a person is riding outside the passenger-carrying area.

It is illegal to operate a boat with anyone sitting, riding or hanging on the swim platform or swim ladder.

AGE RESTRICTIONS

Persons 11 years of age or younger may not operate a boat greater than 25hp.

Persons born on or after January 1, 1982 **may not** operate a boat greater than 25hp unless they have a Boating Safety Education Certificate.

Persons 12 through 15 years of age **may not** operate a PWC with any passengers 15 years of age or younger.

All PWC operators must obtain a Boating Safety Education Certificate.