



BOAT RENTAL CONTRACT
BLUE CREEK LIVESTOCK / BLUE CREEK LODGE/Greg Polk
8460 Road 181, Oshkosh, NE 69154
308-772-9912 (lodge)
308-778-6520 (cell)

NAME: _____

DATE: ___/___/___

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DRIVERS LICENSE #: _____ STATE: _____

CREDIT CARD NUMBER: _____ EXP: _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER.
EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: _____

Security Deposit:

Upon arrival, a security deposit of \$250.00 will be required. The deposit can be a force on a credit card or be held in cash. The security deposit will be returned after the rental boat is checked out for damage and rental bill is paid.

Cancellation Policy:

Reservations cancelled inside 10 days will forfeit deposit unless boats can be re-rented. A cancellation number will be issued at time of notification.

Cancellation Number: _____

Deposit:

Reservations require a deposit of \$100.00 per day per boat.

Security Deposit, Cancellation Policy & Deposit Has Been Explained to Customer.

Initial: _____

RENTAL FEES:

Maximum of 4 people

Full Day: 7:00AM – 6:00PM

Half Day: 7:00AM – 12:00PM or 12:00PM – 6:00PM

Half days are only available on the day of the rental when the boat has not been previously reserved.

<u>BOAT NAME</u>	<u>Full Day</u>	<u>Half Day</u>
Black Pearl:	_____ \$200 + tax	_____ \$150 + tax
Sea Bass:	_____ \$180 + tax	_____ \$130 + tax
Duck Commander:	_____ \$150 + tax	
Goose Commander:	_____ \$200 + tax	

Date Rented: _____

Number of People: _____

Rental Fee: \$ _____

Checklist Fees: \$ _____

Fuel Used: Gal: _____ @ \$ _____ \$ _____
Rental Deposit \$250/Day/Boat: \$ _____
Tax: \$ _____
Total Due before Leaving Lodge: \$ _____

Date: _____

Employee: _____

CONFIRMATION INFORMATION (10 Days Prior to Rental):

Date Confirmed: _____ Employee Initial: _____

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, Blue Creek Livestock/Blue Creek Lodge/Greg Polk (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$50.00 per each half-hour.

Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

Initial: _____

LESSEE AGREES TO FOLLOW THE RULES AND REGULATIONS AT CRESCENT LAKE REFUGE AND CRESCENT LAKE STATE PARK.

Initial: _____

This certifies that I (We), the LESSEE(S) am/are experienced and capable in all aspects of the handling, towing and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damage caused by my wake. I, the LESSEE(S) will not remove any equipment from the boat and will operate that said craft within a TWELVE mile limit from Blue Creek Lodge and I (We) have familiarized myself/ourselves with a map of the area. WATER SKIING, TOWING AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION AND LESSEE IS LIABLE FOR ANY AND ALL DAMAGES CAUSED BY SUCH CONDUCT.

Initial: _____

I authorize and allow Blue Creek Lodge/Blue Creek Livestock to charge my credit card for any damages or loss of equipment. Boat rental price does not include tax. Boat must be refueled at Blue Creek Lodge.

Initial: _____

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while he/she has custody.

Initial: _____

A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) or CASH in the amount of two hundred fifty dollars (\$250.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft 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 craft by LESSEE.

Initial: _____

LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose.
- b. of the rental craft in a careless or negligent manner.
- c. of the rental craft while under the influence of liquor, narcotics or any other drugs.
- d. by any other person not the signatory of the agreement, or not equally qualified.
- e. of the rental craft after dark.
- f. of the rental craft exceeding wake zone at State Park and National Refuge.

Initial: _____

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 AGREEED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR 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 craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR 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 LESSOR, including expense incurred in connection with 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 terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial: _____

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial: _____

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

Initial: _____

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

Initial: _____

The rules and regulations contained herein by the LESSOR are for the safety and welfare of all who use the facilities and boats. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial: _____

Should any term or condition of Rental Agreement be left unsigned, the enforceability shall not be affected and will remain in full force and effect.

Initial: _____

THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON ALL PAGES OF THE RENTAL CONTRACT; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: BLUE CREEK LIVESTOCK/BLUE CREEK LODGE/Greg Polk BY: _____ DATE: _____

LESSEE: _____ DATE: _____