

VESSEL RENTAL AGREEMENT

This Vessel Rental Agreement (collectively together with the attached Schedules, which are incorporated herein, this “Agreement”) is entered into as of the ____ day of _____ (the “Effective Date”) by and between Supreme Northwest, Inc. d/b/a Chelan Bay Marina by Seattle Boat Company (“Lessor”) and the lessee (“Lessee”) identified on Schedule 1 attached to this Agreement (“Schedule 1”).

WHEREAS, Lessor owns the vessel described in Schedule 1 (the “Vessel”); Lessee desires to rent the Vessel for a defined rental period as described in Schedule 1 (“Rental Period”); and Lessor agrees to rent the Vessel to Lessee subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Lessor and Lessee (collectively, the “Parties” and each a “Party”) agree as follows:

1. **Payment.** Lessee shall pay Lessor all sums as set forth in Schedule 1, together with any and all amounts owing under this Agreement, when and as due.
2. **Permitted Use of Vessel.** Lessee and all persons on the Vessel with Lessee (collectively, the “Renters”) shall exclusively operate and otherwise use the Vessel at all times for recreational purposes on the navigable waters of Lake Chelan, Washington. Prior to taking possession of the Vessel, Lessee must review and complete the Washington State Parks Recreational Vessel Rental Safety Checklist (the “Checklist”) provided in Schedule 2 attached to this Agreement. The Checklist must be reviewed, completed, and signed by the Parties and as completed is hereby incorporated herein by reference. All Vessel operators must be at least 25 years old and have a valid driver’s license with them while operating the Vessel. Lessee agrees to ensure Renters limit activities aboard the Vessel to cruising, fishing (with license), water skiing, wakeboarding, wake surfing, swimming, kneeboarding, and tubing. The Vessel must be turned off while anyone onboard is swimming or entering or exiting the water. Lessee shall keep and carry their copy of the Checklist on board the Vessel at all times during the Rental Period.
3. **Return of Vessel.** The Vessel must be returned to Lessor at or before the stated return time at the same location where Lessee receives the Vessel. Late returns will incur a fee of \$100.00 for every 30 minutes past the scheduled return time, beginning the first minute the return is late. The Vessel will be provided with a full tank of fuel at the start of the Rental Period and Lessee must return the Vessel with a full tank. If the Vessel is returned with less than a full tank, Lessee agrees to pay a refueling fee of \$10.00 per gallon (pro rata for any volume less than a full gallon) to refill the tank. Lessee is required to use all provided fenders when docking or tying off the Vessel to prevent damage while the Vessel is docked or awaiting pickup or retrieval.
4. **Lessee’s Responsibilities.** Lessee agrees to operate the Vessel in a safe, responsible, and lawful manner at all times and to adhere to all United States Coast Guard and other applicable laws and regulations governing operation and other use of the Vessel. Lessee shall return the Vessel and any gear that was checked out with the Vessel in the same condition as received, including the removal of all trash (trash bags will be provided). Lessee shall pay a cleaning fee equal to the greater of \$25.00 or actual cleaning expense incurred by Lessor if the Vessel is returned with excessive cleaning needs. Lessee shall immediately report to Lessor any damage, malfunction, or incident occurring during the Rental Period.
5. **Prohibited Activities.** Lessee shall not, and shall not permit any other person to, (a) operate the Vessel under the influence of alcohol or drugs, (b) sublease or lend the Vessel to any other person, or (c) operate the Vessel during darkness, unless expressly authorized in writing by Lessor. Towing or tying onto (a.k.a. rafting) other watercraft of any size is strictly prohibited. Disorderly conduct by Renters, which, as determined by Lessor in its sole discretion, may result in injury to any person, cause damage to the property of Lessor, its customers, employees, or other Renters, or harm the reputation of Lessor, shall be cause for immediate termination of the reservation and rental without refund of any sum paid by Lessee to Lessor. No pets are allowed on the Vessel.

6. **Liability.** Lessee is responsible for any loss, damage, or theft of the Vessel occurring during the Rental Period. Lessee acknowledges having been given an opportunity to inspect and examine the Vessel and the equipment provided prior to departure.

7. **Indemnity and Assumption of Risk.** Lessee acknowledges and agrees that the rental, operation, and use of the Vessel and any equipment provided by or purchased from Lessor are undertaken at Lessee's sole risk. Lessee voluntarily assumes full responsibility for all risks of personal injury, illness, accidents, or death—including but not limited to sprains, torn muscles or ligaments, fractures, eye injuries, cuts, contusions, head, neck, or spinal injuries, propeller strikes, collisions and allisions, animal or insect bites, shock, paralysis, drowning, and any resulting expenses—regardless of the cause, including those arising from the negligence of Lessor. Lessee further agrees to fully indemnify and hold harmless Lessor from any and all claims, damages, or liabilities, including those involving third parties such as Renters, passengers, operators of other watercraft, and minor children under Lessee's care or control, which arise from or relate to any activities associated with the rental, operation, or use of the Vessel or related equipment.

8. **Loss of Use and Mechanical Failure.** Lessor is not responsible for any loss of Vessel usage time due to weather, late arrivals, illness, accidents, or mechanical failure. If a tow boat is required to return the Vessel to Lessor, the financial responsibility for towing will fall to Lessee. However, if the need for towing is due to a mechanical issue that is not caused by Lessee, Lessor will be responsible for the towing costs. It is important to note that while the Vessel fleet is serviced regularly, mechanical issues may still arise, and Lessor will make every effort to accommodate Lessee in the event of a breakdown. Lessee agrees to promptly report any mechanical issues or physical damage to Lessor. While the Vessel fleet is serviced frequently, early notification of issues will help expedite the resolution process.

9. **Miscellaneous Clauses.**

9.1. **Headings.** The descriptive headings of the sections of this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.

9.2. **Severability.** All provisions of this Agreement should be interpreted so as to give effect to each provision. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

9.3. **Costs and Attorney's Fees.** In any action or proceeding brought to enforce this Agreement or to pursue relief or remedy on a matter arising out of, related to, resulting from, or in connection with this Agreement or a party's performance (or lack thereof) hereunder, the substantially prevailing party or parties shall be entitled to receive an award of and to recover from the other party reasonable attorney's fees and other costs, including legal and expert witness fees and expenses, incurred in such action or proceeding.

9.4. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

[Signature Page and Schedules follow]

IN WITNESS WHEREOF, by signing below, both Lessee and Lessor acknowledge and agree to the terms and conditions outlined in this Agreement and its associated Schedules.

Lessee:

Signature of Lessee: _____

Print Name: _____

Date: _____

Lessor:

Supreme Northwest, Inc. d/b/a Chelan Bay Marina by Seattle Boat Company

By _____

Title: _____

Date: _____

SCHEDULE 1

1. **Lessee:**

Name: _____
Address: _____

Mobile: _____
Email: _____
Date of Birth: _____
Driver's License No.: _____ State: _____
Emergency Contact: _____
Telephone: _____

2. **Vessel:**

Make: _____
Model: _____
Year: _____
Registration No.: _____
VIN: _____

3. **Rental Period*:**

Start Date and Time: _____
Return Date and Time: _____

* See Agreement for charge for late return. Vessel must be returned with a full fuel tank (see Agreement).

4. **Other Equipment:**

5. **Rental Charges**:**

Vessel Charge: _____
Equipment Charges: _____

** See Agreement for additional charges.

6. **Other:**

SCHEDULE 2

Checklist

See attached.