

Lake Mission Viejo Association

Vessel Rental Agreement

22555 Olympiad Rd, Mission Viejo, CA 92692
Phone: 949-770-1313

Name: _____

Date of Rental: ___/___/___ Time of Rental: _____ Membership Number: _____

1. ****ALL RENTERS AND ANYONE OPERATING ANY RENTAL VESSEL MUST COMPLY WITH THE FOLLOWING AGE REQUIREMENTS:**

Vessel Type	Min Age	Max Capacity	Vessel Type	Min Age	Max Capacity
15 foot row	8 yrs	6			
15 foot electric	16 yrs	6	Tracker	16 yrs	2
Sailboat	16 yrs	5	Paddleboard	12 yrs	1
Tera Sail	10 yrs	2	Elliptical SUP	15 yrs	1
Single Kayak	10 yrs	1	Water Trike	10 yrs	2
Tandem Kayak	10 yrs	2	Fishing Pontoon	21 yrs	8
Pedal boat	8 yrs	4	Pontoon boat	21 yrs	10

2. LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND **INITIAL** EACH PAGE BEFORE SIGNING THIS DOCUMENT

- In consideration of the agreement herein, **LAKE MISSION VIEJO ASSOCIATION** (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the boat and equipment described herein. In the event the boat is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME at rate of one additional hour of rental.
- The lessee certifies that he/she has examined the boat and equipment and finds it acceptable and suitable for the purpose for which it is leased. That he/she will operate the boat in accordance with all safety rules and regulations as posted on the boat, and further certifies that he/she has read and understands said rules and regulations.
- Lessee agrees to report any accident, malfunction or breakdown of rental boat to lessor immediately in accordance with the malfunction/breakdown clause that follows.
- This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the boat such as the one rented above. LESSEE agrees said boat will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) will not remove any equipment from the boat or surrounding area and will operate that said boat within limits of Lake Mission Viejo only. **SWIMMING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.**
- I authorize and allow **LAKE MISSION VIEJO ASSOCIATION** to charge my credit card for any damages to or loss of boat and equipment at replacement costs + labor.
- The LESSEE acknowledges he/she has carefully examined the boat 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 boat and equipment in a safe, dependable condition while in he/she has custody.

LESSEE agrees not to use, nor permit the use:

1. of the rental boat for any unlawful purpose;
2. of the rental boat in a careless or negligent manner;
3. of the rental boat while under the influence of alcohol or narcotics; or any other drugs;
4. by any other person not the signatory of the agreement, or not equally qualified;
5. of the rental boat after dark; and
6. of any glass containers on the vessels.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED 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 boat. 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 boat. 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 boat, including loss or damage by fire, water, theft or any other causes whatsoever.

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.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report it to LESSOR by telephone at **949-770-1313**. Continued use of it shall 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.

LESSOR'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 LESSOR'S control.

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

The rules and regulations contained herein and as posted in the office, on the boat and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. 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.

The terms and conditions on both sides 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 all pages of the agreement and fully understand the terms and conditions as set forth on both sides; that i (we) acknowledge receipt of a copy of this agreement.

LESSOR: Lake Mission Viejo Association:

by: _____ DATE: _____

LESSEE: (Member) _____ DATE: _____