



298 Butler Blvd
Bayville, NJ 08721
732 – 269 – 1186

BerkeleyIslandMarine.com
services@berkeleyislandmarine.com

This Watercraft Rental Agreement constitutes a contract between the RENTER and Berkeley Island Marine.

This agreement is entered into on this ____ day of _____, 20____ between Berkeley Island Marine, Inc hereinafter referred to as "BIM" and

Name: _____ hereinafter referred to as "RENTER."

Address _____ City _____ State ____ Zip _____

Cell Phone _____ Email _____

DL# _____ DOB _____ Age _____

Does the renter have NJ Safety Certificate? Yes No Cert # _____

Description of Watercraft (check the one that applies)

- | | | |
|--------------------------|--|---|
| <input type="checkbox"/> | Model: Sweetwater Challenger 180RE
Length: 18 feet
Registration: NJ 3426 GR
Capacity: 8 persons or 1,300 lbs. total of persons and gear. | HIN: GDY 3664CB303
Motor: Yamaha 40 HP outboard
Color: Blue/White/Tan |
| <input type="checkbox"/> | Model: Sweetwater 200
Length: 20 feet
Registration: NJ 6130 HE
Capacity: 8 persons or 1,300 lbs. total of persons and gear. | HIN: GDY 6594CD595
Motor: Mercury 50 HP outboard
Color: Blue/White |
| <input type="checkbox"/> | Model: Monark 240
Length: 24 feet
Registration: NJ 1299 GZ
Capacity: 10 persons or 1,700 lbs. total of persons and gear. | HIN: STRA04RNH091
Motor: Mercury 50 HP outboard
Color: Blk/Blue/White |
| <input type="checkbox"/> | Model: Aqua Patio 020
Length: 20 feet
Registration: NJ 7600 HG
Capacity: 6 persons or 1,200 lbs. total of persons and gear. | HIN: GDY 8653CF888
Motor: Mercury 50 HP outboard
Color: Red/Grey/White |
| <input type="checkbox"/> | Model: Sweetwater Challenger 220
Length: 22 feet
Registration: NJ 7199 HF
Capacity: 10 persons or 1,700 lbs. total of persons and gear. | HIN: GDY 5783CF999
Motor: Yamaha 60 HP outboard
Color: Aqua/White |

Rental Times: From _____ AM PM to _____ AM PM

Rental Rate: \$ _____ per **Half Day Full Day** + Tax: \$ _____ = **Total:** \$ _____

RENTER: "I acknowledge that I have received adequate instruction in the operation of the rented vessel, and I feel confident in my abilities to operate the vessel safely."

Renter acknowledges that terms and conditions addendums have been read, understood and agreed upon.

RENTER Name (s): _____

RENTER Signature (s): _____

BIM Instructor Name: _____

BIM Instructor Signature: _____

Terms and Conditions:

1. **SECURITY/DAMAGE DEPOSIT:** A security deposit of \$500.00 is required to rent the equipment and is due at the time of check out from the RENTER. Deposits are released after the completion of the rental period provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. If the deposit was done through a credit card authorization, no charges will be captured as long as no damage to the property is found. BIM reserves the right to inspect rental equipment up to 30 days after the rental period if necessary to have mechanics; or repairmen view and fix any damage that was incurred while RENTER had equipment in his/her position. If damage is caused during the rental period, I the RENTER authorizes BIM to notify me of the costs and charge the credit card on file to recover damages. I, the RENTER, understand that all damages will be repaired by BIMs' authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or other suggested mechanics. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial deposit or authorization. See Damage fee schedule below.
2. **INSPECTION OF EQUIPMENT:** BIM certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Watercraft Check-Out Sheet". RENTER will inspect said equipment and rents the same without any additional representations by BIM. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify BIM before use of the watercraft.
3. **DAMAGES TO EQUIPMENT:** RENTER acknowledges and understands that equipment is to be returned in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that BIM reserves the right to charge RENTER for any repairs, replacement or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing BIM to charge RENTER for any damages sustained. Such charges will be removed from the RENTER's security deposit or charged to the credit card on file.
4. **TYPICAL DAMAGE FEES:** Assist to remove a watercraft that was beached \$100 min. \$150 if we have to come back when the tide comes in. \$50 for breaking seal on flares if not an emergency. \$50 for fire extinguisher use if not an emergency. \$30 for loss or damage to life preservers. \$75 for anchor and line loss. \$150 if we have to service watercraft outside of operational area. \$75 for propeller damage due to running in shallow water. \$150 if we have to replace the propeller. Boats run excessively in low water will be charged \$100 for removal and inspection of water pump, plus part replacement if necessary. \$50 for return of a watercraft that is excessively dirty.
5. **BOAT OUT OF COMMISSION DUE TO DAMAGE:** RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay BIM for all days the watercraft is out of commission including any time outside of the original rental period during which time the watercraft is unavailable to rent to other customers if the damage is the result of negligence of the RENTER. No refunds will be offered.
6. **CANCELLATION/NO SHOW POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers and as such BIM cannot commit the watercraft to another customer during the reserved dates. Consequently, in the event the RENTER cancels, changes dates, shortens their trip, or in any other way amends their rental period, the entire rental total is due.
7. **THEFT OR LOSS:** In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.
8. **WATERCRAFT OPERATION:** RENTER acknowledges and agrees that the equipment will be operated by RENTER(s) named in this agreement. RENTER warrants that RENTER is a qualified operator of said equipment and will not allow any other person to operate the watercraft/equipment. All operators must sign and provide a valid license to operate the equipment or be instructed in accordance to NJ 13:61 Boat Safety Rules. The RENTER who provides the credit card is responsible for all financial responsibility regardless of who is operating the watercraft. RENTER will not operate the equipment, or permit anyone to operate the equipment, while under the influence of alcohol or drugs. No smoking on the watercraft at any time. No pets or grills allowed on watercraft. RENTER will be responsible for the operation of the watercraft within all local, state and Federal laws and regulations. RENTER must operate the watercraft in the prescribed area only. A map is located in each vessel.
9. **WATERCRAFT USE:** The RENTER understands that conditions (weather, water levels, etc.) are variable and that they must exercise caution, pre-planning and good judgment in the use of watercraft. At no time should the total weight in the boat exceed the maximum listed weight as marked on the plate near the drivers console (persons and equipment must all be added up and should not exceed the listed weight). Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the boat from rough water. No towing water sports are allowed (waterskiing, tubing, etc) on this watercraft. RENTER is prohibited from using watercraft in any type of event or race.

10. **REPAIRS-SERVICE CALLS:** RENTER acknowledges and understands that BIM cannot guarantee against mechanical failures of the rental equipment. RENTER agrees to immediately notify BIM of defective or non-working units. BIM will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repair due to normal wear and tear on the equipment will be made by BIM. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair costs will be billed to the RENTER'S security deposit or credit card on file. RENTER must be given approval by a BIM representative to allow any mechanical adjustments to be made to the watercraft. Do not ignore warning lights or buzzers; they indicate a problem you will be charged for damage if you continue to operate watercraft in this condition.
11. **RETURN OF EQUIPMENT:** RENTER acknowledges and understands that they will return the equipment to BIM on the end date and time of this contract, and that they will follow the procedures outlined in the "Boat Check-in Sheet". Late return will result in fees of \$100 per hour starting 15 minutes after the time specified above. Watercraft must be returned clean and in a condition similar to when it was rented. Excessive trash, mud, or debris will be charged extra fees for cleanup.
12. **CANCELLATION:** BIM reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time of use.
13. **RIGHTS OF REPOSSESSION:** BIM for the purpose of enforcing ownership of said watercraft, RENTER agrees that BIM may retake possession of said watercraft at any time. RENTER waives any right or actions against BIM for such actions. RENTER may not sub-lease watercraft to any other party.
14. **WAIVER AGREEMENT:** The RENTER agrees to hold BIM its successors or assigns harmless for any and all injury, loss or damage to the said watercraft, or to any person or guest aboard or to any third person or their property not on board. Term watercraft refers to hull, super-structure, engine, controls and items located therein. In accepting and agreeing to operate this said watercraft according to rules of BIM, which said rules are considered part of this agreement, the RENTER does hereby waive and relinquish any and all claims for damage, injury or loss, of any kind, character or description, against BIM, its successors, or assigns, its officers, agents or employees, arising out of injury, damage or loss, either to the person or property of the RENTER, or the person or property of any guest or other person aboard, or to any third person or their property not on board. RENTER agrees to hold BIM, its successors, or assigns, its officers, agents or employees harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing contract by RENTER, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by RENTER, to recover possession of said rental property and/or 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 BIM.
15. **LIABILITIES:** BIM is liable for only gross carelessness and gross negligence and not for ordinary carelessness or ordinary negligence, or lack of ordinary prudence, skill or diligence of its employees, agents and assigns in relations solely to this agreement.
16. **ENFORCEMENT:** If any provision of this agreement is found to be void, invalid or unenforceable, such finding shall not affect the validity or enforceability of any other part of this agreement.
17. **PAYMENT:** Payments will be accepted via cash, credit card, or cashier's check. No personal checks will be accepted.
18. **FUEL:** RENTER acknowledges and agrees that they are responsible for all of fuel used in the watercraft. RENTER acknowledges and agrees that the watercraft will be refueled at the end of the rental period and fuel will be billed at the posted rates.
19. **CREDIT CARD ON FILE:** RENTER agrees that they will provide BIM with a valid credit card to be kept on file. This card will only be charged if damage or additional RENTER charges exceed the security deposit.
20. **CONTACT:** RENTER agrees to keep a cell phone in use for the entire rental period.



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BIM Instruction: In accordance with NJ 13:61 Boat Safety Course

1. Fill out Watercraft Agreement; verify DL# and RENTER is over 21 yrs of age.
2. Pre Rental Instruction must be given to the RENTER in accordance with NJ 13:61-3.3 if not already licensed for boat operation in the state or NJ or hold other state equivalent.
3. A demonstration ride must be given to the RENTER if requested or deemed necessary.
4. RENTER must sign and print name above after 2 & 3 above are completed.
5. RENTER must sign "Check in- Check out" sheet before and after rental.
6. A copy of this contract must be given to the RENTER. RENTER must keep during rental period.
7. A copy of this contract must be kept on file for 3 years from the date of execution.

Credit Card: Visa MC AMEX Discover

Number: _____

Expiration Date: ____/____

Security Code (CCV): _____

Billing Zip Code: _____ -

Reservation Info

Date Written: _____ By Employee _____

Email Sent Date: _____ By Employee _____

Notes: _____

Gas Amount \$ _____ Paid: Card _____ Cash _____



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Watercraft Check Out – Check In Form:

Inspector _____

Check Out:

Return Check In:

	Good	Defects	Same	Damage	Description
Life Preservers (# _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Bumpers (# _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Anchor/Line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Flares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Throwable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Canvas Top	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Ladder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Seats	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Carpet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Pontoons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lanyard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
F/R Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Radio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Steering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Prop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Lower Unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Customer: _____

Customer: _____