

## **Yadkin County Parks and Recreation Boat/Kayak Lease Agreement**

Name of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

By signing this agreement, you agree to all terms listed below.

- A valid ID is required to rent any vessel from Yadkin County Parks and Recreation. An ID or Credit Card must be left at the lake office during the rental period.
- A numbered tag will be given to the lessee for each rented boat/kayak. **Please attach this tag to the clip on your boat/kayak in the red circle.**
- ID will be returned to the lessee when the **numbered tag is returned to the office.** There is a **\$2.00** fee for lost numbered tags.
- You may only enter and exit the vessel in the boat launch area. No swimming is allowed. Please stay off and away from the dam.
- If the leased boat or kayak is not returned by the Scheduled Return Time, the lessee shall pay the overtime charge that accrues at the rental rate stated below.
- The term of this lease begins when the scheduled time is entered into this agreement and ends when the vessel is returned.
- Rentals are per hour or daily. Half hour increments are not available.
- Anyone renting a vessel from Yadkin County, must be at least 18 years of age.
- Anyone operating a kayak must be at least 12 years of age and must be accompanied by an adult in another vessel.
- Anyone under the age of 18 must be accompanied by an adult.
- A PFD for each person must be on hand at all times while in the vessel and anyone under the age of 18 must wear a PFD at all times while on the water.
- Maximum of 3 persons or 500 lbs. in the Jon Boats. Maximum of 1 persons or 250lbs. in kayaks.
- Lessee agrees that during the term of this lease, the number of persons occupying the leased Boat (the "Occupants") will not, at any one time, be larger than the number stated above as the Maximum Occupancy
- Lessee shall not attempt to use, nor permit the use of the leased Boat (a) for any unlawful purpose; (b) in a careless or negligent manner; or (c) by any person under the influence of alcohol and/or any controlled substance.
- Lessee represents and warrants that lessee has carefully examined the leased boat and the equipment and finds them acceptable and suitable for the purposes for which they are leased, and that lessee will keep both the leased boat and the equipment a safe, dependable condition during the term of this lease.
- Yadkin County shall not be liable for damages, inconvenience or lost time caused by an accident, breakdown or malfunction of the Leased Boat. Lessee hereby indemnifies and holds Yadkin County harmless from and against any and all claims, including without limitation claims for loss or damage to property or for injury to or death of any person, resulting from or arising out of: (a) Occupants; (b) of any other watercraft, and any other aquatic activity; and (c) the loss of or damage to the personal property of any person occur while such personal

property was carried in or on the Leased Boat, including without limitation, loss or damage caused by fire, water, theft or any other cause whatsoever.

- Lessee acknowledges that Yadkin County's ability to provide the Leased Boat is contingent upon and subject to the return of the Leased Boat by the previous lessee, and to the operation of any other cause beyond Yadkin County's control. Yadkin County shall not be liable for any damages to Lessee arising out of Yadkin County's failure to provide the Leased vessel for any party of the Term of the lease.
- **Refunds will not be given after payment is received. This includes, but is not limited to weather, acts of God, lessee's inability to utilize vessel, etc. No refunds will be received under any circumstances.**
- Lessee represents and warrants that lessee has read this entire Lease; that lessee fully understands all terms and conditions of the Lease; and that lessee is freely and voluntarily signing, agreeing to, and entering into this Lease. Lessee hereby acknowledges receipt of a copy of this Lease.
- Lessee agrees to immediately report to Yadkin County any problem or damages to vessel, PFD or other equipment.
- Lessee agrees to the fee schedule below.

<b>Single kayak</b> - including launch fee, PFD and paddle	\$5/hour or \$20/day
<b>Jon boat or tandem kayak</b> - including launch fee, 2 PFD's and 2 paddles	\$10/hour or \$30/day
<b>Boat damage fee</b> (if kayak or jon boat is returned damaged)	\$100
<b>Replacement Paddle</b> (if paddle is damaged or not returned)	\$40/kayak paddle or \$20/boat paddle
<b>Replacement PFD</b> (if PFD is damaged or not returned)	\$15.00/PFD

Scheduled Departure Time: \_\_\_\_\_ a.m./p.m. on \_\_\_\_/\_\_\_\_/\_\_\_\_,

Scheduled Return Time: \_\_\_\_\_ a.m./p.m. on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**Indemnity.** The participant agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The participant's obligations under this section shall survive termination of this Agreement.

Signature of Lessee: \_\_\_\_\_