



1125 Marina Parkway
Macedon, NY 14502
P 315.986.3011
U eriecanaladventures.com
E info@eriecanaladventures.com

Dear,

We are pleased to confirm your reservation. **Please complete all forms in this packet.** Return the forms along with your liability insurance payment (\$75) and \$500 damage deposit. Your reservation is not considered firm until the following checklist is completed and returned to our office. Please call if you have any questions.

Cordially,

Aimee LeFever - Reservations Manager

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CHECKLIST

Forms

- _____ Hire/Rental Agreement (The next page)
- _____ Terms & Conditions of Hire (Single page, terms numbered 1 - 18)

Trip Deposit

- _____ Deposit has been paid via credit card on the phone.
- _____ Personal Check enclosed.
- _____ Other. Please specify: _____

Liability Insurance Payment (\$75) - Copy of insurance form is enclosed. We will file an original.

- _____ Charge the same credit card that was used for my trip deposit.
- _____ Personal check is enclosed.
- _____ Other. Please Specify: _____
- _____ I have declined coverage because I have my own Liability Policy.

\$500 Damage Deposit - Cards not charged and Checks not cashed unless there is damage. Note: If paying by personal check, the Damage Deposit should be a separate check dated the day that your trip departs.

- _____ Hold the same credit card number that was used for the trip deposit.
- _____ Personal Check enclosed. (*Please use the date of your trip to date the check.*)
- _____ Other. Please Specify: _____

Cruising Guide (\$25) - The New York State Canal System Cruising Guide is available (incl. tax & shipping).

- _____ Charge my credit card and send a copy of the New York State Canal System Cruising Guide.
- _____ Personal check is enclosed for a copy of New York State Canal System Cruising Guide.
- _____ I do not wish to purchase the New York State Canal System Cruising Guide.

Please return this checklist with your paperwork.

Please note that if paying by check deposit payments, liability insurance and cruising guide payments may be made with one check. The damage deposit must be a separate check, dated the day of your departure.



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HIRE/RENTAL AGREEMENT ()

Name of Operator of the Vessel: _____
(The Operator will be the person listed on the Liability Insurance)

Names of others in your party: _____

Total Adults ____ Total Children ____ Ages of Children

Cellular phone number, in case of emergency _____

E-Mail Address _____

Boating Experience: _____

Where did you first hear of Erie Canal Adventures? _____

Terms Rental and use of the Lockmaster Vessel are subject to the enclosed **Terms and Conditions of Hire**. This should be signed and returned, and will be reviewed at the time of hire.

Hire and Return prompt arrival and return assure everyone a well-planned vacation. Erie Canal Adventures will assess a penalty for any casual late arrival for hire or return of vessel.

Security Deposit A \$500 security deposit is required.

Liability Insurance Liability coverage is required. If you are not insured under your own policy you may secure coverage for \$75 as additional insured on Erie Canal Adventures policy upon arrival.

Cancellation If you must cancel your hire for whatever reason, the following charges apply: Up to 45 days prior to hire, 100% of hire. 46-90 days, 50% of hire. 90 days or more, 15% of hire. **We strongly recommend trip cancellation insurance.**

Responsibility Erie Canal Adventures reserves the right to deny hire to anyone who, in their opinion, is not suited to the responsibility of a vessel. In that event all deposits and payments received by Erie Canal Adventures will be refunded without further claim of either party.

Pets We regret that we do not allow pets aboard the most Lockmasters. There is a \$300 pre-paid "pet fee" for those boats that allow pets.

Lockmaster 42' Week 1

Depart: Erie Canal Adventures 1125 Marina Parkway Macedon NY 14502

Hire:	2:00 p.m.	Depart Date	Total Rate:	\$
Return/Vacated:	9:00 a.m.	Return Date	NY Tax 8%:	\$
			Total Due:	\$
			Received:	\$
			Balance:	\$

Balance is due 60 days before the cruise date:

I have read, understand and accept the **HIRE AGREEMENT** _____ date



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Terms and Conditions of Hire/Rental Agreement

This Hire/Rental Agreement dated _____ (today's date), between EML Rentals LLC, hereinafter referred to as "Erie Canal Adventures" and _____, hereinafter referred to as the "Operator" for valuable consideration paid is part of the Hire Agreement dated _____ (date of reservation) for use of the vessel _____.

1. On taking over the boat the Operator will check the inventory to verify that it is complete. The operator will read and sign an "orientation check-off list". Exceptions will be noted and initialed on the signed orientation checklist.
2. The Operator is responsible for the safety of passengers and the vessel.
3. The Operator undertakes to operate the boat in a safe and prudent manner.
4. The Operator will receive boat handling instruction until Erie Canal Adventures and the Operator are confident that he/she can proficiently and safely captain the boat and assume the accompanying responsibility.
5. The Operator will not cruise between the hours of sunset and sunrise without prior consent from Erie Canal Adventures.
6. The Operator agrees that without prior consent from Erie Canal Adventures, the vessel will not enter Oneida Lake, Lake Ontario, Cayuga or Seneca Lake.
7. The boat will at all times be operated in strict compliance with state and federal regulations.
8. Any fines or penalties incurred by misuse of the vessel or equipment are the responsibility of the Operator.
9. The Operator agrees that at no time during the period of hire will any illegal substance be in possession of or used by any member of the party or taken aboard the hired vessel. (Violation of this could result in seizure of the vessel with resultant Operator liability.)
10. In the event of an accident or unusual occurrence the Operator will promptly notify Erie Canal Adventures with full details and names and addresses of witnesses and will not admit liability under any circumstances.
11. The Operator assumes and agrees to pay all loss to theft or destruction of or damage to any boat hired hereunder.
12. The Operator will return and vacate the boat at the appointed time and in clean condition.
13. The \$500.00 damage deposit will be returned to the Operator ten (10) days after the Operator returns the boat to Erie Canal Adventures, subject to deductions for actual damage expenses, third party claims against the Operator, late return of vessel or unusual cleaning expenses.
14. If Erie Canal Adventures is unable to provide the boat booked or a suitable alternative, Erie Canal Adventures will refund all money paid in advance and the Operator will have no further claim.
15. If unusual conditions arise, Erie Canal Adventures reserves the right without prior notice to restrict the cruising area.



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16. Erie Canal Adventures cannot be held liable for loss of time or additional expense incurred by the Operator in the event of canal breakdown, shortage of water or flooding of the canal system.
17. Erie Canal Adventures does not accept any liability for loss or damage to Operator's or passenger's property, baggage, motor cars, etc., however caused and the Operator undertakes to hold Erie Canal Adventures harmless in all respects and under all circumstances connected with the lease, navigation and use of the boat.
18. The Operator undertakes to not hold himself by word, deed or implication as an agent, partner, co-owner or employee of Erie Canal Adventures.

Agreed and signed this _____ day of _____, 20_____

Operator _____

Erie Canal Adventures _____