

My Digital Link, Inc.
204 Bay Village Drive
Rochester, NY 14609
cottage@alexbayrental.com
(315) 600-8725

Cottage Rental Agreement

Check-in time is 4:00 PM on the first day of the rental agreement. Check-out time is 10:00 AM on the last day of the rental agreement.

Within 48 hours of booking:

- Read, complete, and sign the Cottage Rental Agreement.
- Email back to cottage@alexbayrental.com
- If the rental agreement is not received within 48 hours, your reservation is subject to cancellation.

If the cottage is damaged by weather or other circumstances occur in the unlikely event, and you are not available to rent, you will be eligible for a 100% refund.

Cancellation Policy:

- If the booking is canceled by 30 days before your check-in date, you will receive 100% of any amount paid.
- If the booking is canceled between 14 and 30 days before your check-in date, you will receive 50%.
- Otherwise, there is no refund.

The cottage must be left clean to receive a full refund of the deposit. We will inspect the property for damage, missing items, and cleanliness the day you check-in and out. The security deposit will be returned within 14 days from the check-out date after property inspection. If damage exceeds \$1000, we may use part or all the security deposit from the My Digital Link Inc. boat rental contract to cover the additional cost. If damage exceeds your security deposit, the tenant that signed the rental agreement is responsible for the extra repair cost.

Rules to be followed:

The primary renter is solely responsible for the guests' actions and any damage or missing inventory during their stay. Any charges incurred for damages in the cottage or on the property will be the registered guest's financial responsibility below. The registered guest signature below will constitute acceptance of all terms and conditions listed on this form.

Pine Cove Cottage, rates are based on 8 or less guests, max number of people is 10 with additional charge over 8 guests.

Carnegie Bay Cottage, rates are based on 12 or less guests, max number of people is 14 with an additional charge over 12 guests.

Violation of rules is grounds for immediate termination with no refund of rent or deposit.

Only the defined number of guests outlined below can stay in the cottage or property.

Only use the fire pit for campfires. (Wet nearby ground & trees with a hose before starting a campfire, the campfire must put out entirely if not present) **No campfires are permitted when Jefferson County has issued a no burning policy!**

Pets are not permitted in the cottage or on the property.

No smoking allowed in the cottage.

No guns or hunting are permitted in the cottage and on the property. All guests must obey New York State and Federal laws.

Parents must be aware at all times of the whereabouts and activities of their children. Parents are responsible for the safety and behavior of their children.

All garages, locked closets, outdoor storage sheds, utility room, storage under cottage & decks are off-limits to the tenant and guest.

Any personal items found in the cottage will be sent back to the tenant at your expense.

No one under the age of 16 is allowed on docks or boats without wearing a life jacket.

Absolutely no standing trees, dead or alive, maybe cut down.

All guests should wear swim shoes in the water. And all guests should wear shoes outside.

No diving off docks or rocks allowed.

The use of fireworks is prohibited.

No trespassing on surrounding properties.
No display of political flags, signs, posters are to be displayed on property.

Indemnity

I agree to vacate the property on my designated check-out date by no later than 10:00 AM. The owner is not responsible for the loss of personal belongings or valuables of the guest. Accepting this reservation, agrees to release and indemnify My Digital Link, Inc., and property owners from and against all liability if anyone is injured upon the premises during the lease term, resulting from any cause whatsoever. The tenant agrees to maintain the property in the same condition in which the tenant found it. The tenant will replace or pay for losses, breakage, or damage should occur and result from the tenant's misuse or negligence. The tenant acknowledges they have reviewed and understands the terms of this lease and agree to be bound thereby. I will abide by the specific cottage rules.

Cottage Name: _____
Check-in date: _____
Check-out date: _____

Renter Name printed: _____
Renter home address: _____
Renter City, State Zip: _____
Number of Guest in Party: _____
Renter Primary Cell Phone to use at Cottage: _____
Renter Secondary cell phone that will be used at cottage. _____
Renter Signature: _____ Date: _____

Guest Registration: Name and age
Guest #1 _____
Guest #2 _____
Guest #3 _____
Guest #4 _____
Guest #5 _____
Guest #6 _____
Guest #7 _____
Guest #8 _____
Guest #9 _____
Guest #10 _____
Guest #11 _____
Guest #12 _____
Guest #13 _____
Guest #14 _____

Boat Rental Agreement

Security Deposit of \$1000 – after boat inspection, the deposit will be returned within 14 days.

If the boat experiences engine failure at no fault of the owner and is not available for use, you are entitled to a refund for unused days that you have not used a My Digital Link boat.

If you break any of the rules below, or damage occurs by you or your guest(s) to the boat, you may forfeit part or all your security deposit. If damage exceeds \$1000, My Digital Link may use all or a portion of the cottage security deposit to cover the repair cost. If damage exceeds both boat and cottage security deposits, the client that signed the rental agreement is responsible for the extra repair cost.

We recommend that you purchase a Boat US card and take a boating safety class.

Boat Rules (initial the following)

- No smoking on the boat.
- No standing on boat seats. Keep footwear off the seats.
- Do not tow skiers or tubes from the boat due to safety liabilities.
- Bumpers must be in place before docking.
- Inspect prop and lower unit before and after your rental. Please take a picture before and after the rental and send it to cottage@alexbayrental.com.
- All boat lines must be secured in the boat when leaving the dock. You do not want to get the rope caught in the prop; this will save you grief and cost.
- Do not refuel the boat using gas cans - this DEC law is in place to protect water from fuel spills.
- Canvas/Plastic back, sides, and front access doors must be zipped closed or rolled up and secured while underway. Securing plastic doors keeps them from tearing, will save you repair costs.
- All canvas must be put back in place on the boat when not in use.
- Only Ethanol-free gas is allowed in the boat. Marinas offer ethanol-free gas.
 - Ethanol gas causes damage to outboard engines and can cost up to \$1000 in repairs of the fuel pump, carburetor, fuel lines, and more.
- You must return the boat with a full tank of fuel.
- **A boat returned without a full gas tank will add a \$50 surcharge and additional fuel cost.** (Keep your gas receipts)
- You must provide life jackets to any child 16 years of age and younger.
- You must return the boat clean and free of the trash. Look in storage seats for any articles left behind.
- Do not overload the boat with the number of people or weight the boat is rated for. Too many people can be a safety issue. Too much weight can cause stress on the engine.

Estimated cost for repairs:

Minor prop repair \$99.00	Canvas/Plastic enclosure repair \$50-\$250
Replacement of prop \$250.00	Minor Boat Vinyl floor repair \$100-250
Skeg replacement \$450 to \$650.00	Boat Vinyl floor replacement \$1550
Lower unit replacement \$2200.00-3500.00	Bumper replacement \$30 each
Replacement of Garmin GPS \$550.00	Dock hooks replacement \$35 each
Seat Repair \$100.00-500.00	Boat line replacement \$35each
Flair replacement \$35	Boat paddle replacement \$55 each
Repairs from the use of Ethanol gas without additive may cost over \$1000 to fix	Life jacket replacement \$20 each

Boat Rental
Waiver Indemnity and Release of Liability

Each of the undersigned jointly and separately agrees to indemnify and hold harmless the released parties of the dangers involved and with this agreement to accept all liability or claims by other parties because of my actions in any way relating to the use or operation of the owner's motorized boat.

By accepting this reservation, you agreed that all guests are expressly assuming the risk of any harm arising from their use of the boat or others they invite to use the boat.

1. I, undersigned, agree (initial the following)

- I have prior boat experience and know the boating rules and laws.
- I will take full responsibility for the operation of this rented boat and the safety of its passengers.
- I also agree not to misuse this rented boat or any of the boat equipment. In the event my guest or I cause damage, I will pay for repairs or replacement.
- I understand and agree that My Digital Link Inc. owners will not be held liable. All employees will not be responsible in any way for any injuries(s), death(s), or property damages related to me or my passengers while I have this rental boat.
- I understand and agree that there will be no refund of rental fees once this rental agreement is in effect for but not limited to inclement weather, engine failure from misuse, or caused by me hitting obstructions in the water. (Examples of misuse are towing skiers or large items, hitting a boat, dock, or rock.) (Slamming the boat into gear from forward to reverse) (Not clearing weeds from the prop)
- I confirm that I will supply the appropriate number and sizes of approved personal floatation devices or life jackets for the number of people on board.
- If I damage the boat or motor and the cost exceeds the security deposit, I am responsible for an additional charge for the repair.
- I will not operate a boat when the alarm is going off.
- I will obey all laws.

I have completed the boat review: (initial the following)

- I know how to raise and lower the engine.
- I will pull lines into the boat and tie them not to get caught in the prop.
- The boat has a full camper canvas and is not damaged.
- I can change the prop.

2. Renter Name: _____ Date: _____

3. Renter Signature: _____ Driver's License # _____

4. Must include a copy of Driver's License for boat rental. Send a picture to cottage@alexbayrental.com

5. Cell phone # _____

6. Second cell phone # _____