BOAT RENTAL AGREEMENT

Boat Owner Name: Douglas Lambert

 5238 Nautilus Drive, Cape Coral, FL 33904

Renter Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_

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

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boat Owner agrees to rent the following boat (the “Boat”) to Renter upon the condition that Renter agrees to all the terms and conditions set forth below, including the release of claims, and evidence that the agreement with his/her signature at end of this agreement.

Boat, a Hurricane by Godfrey – Fundeck 198RE deckboat, Model 115 HP 4-stroke Mercury, vessel ID # GDYX4097K304 shall be rented for the time period/hourly rate specified as follows:

$325 per day – 2 day minimum \_\_\_\_\_\_

$1,195 per week \_\_\_\_\_\_

Sea Tow Insurance is required for boat rental. Sea Tow Insurance is for emergencies out on the water covers grounding, jumpstarts, etc.

$30 per week or per day \_\_\_\_\_\_

Separate Sea Tow agreement to be executed and delivered to Sea Tow prior to operation of Boat – Heather (239)-945-4820 FtMyersdispatch@seatow.com

Boat Owner maintains boat insurance for liability and hull insurance.

$500 Security Deposit \_\_\_\_\_\_

BOAT SAFETY RULES CHECKLIST

To be initialed by Renter

1. I, Renter, confirm that there are the appropriate number and sizes of approved personal floatation devices or life jackets in the Boat for the number of people on board. They must fit and be worn. I am aware that persons operating the Boat without the appropriate number and sizes of approved floatation devices or life jackets may be subject to ticketing/fines. \_\_\_\_\_\_\_

2. I, Renter, am aware that it is illegal to operate the Boat or to permit others to do so, while under the influence of alcohol, narcotics, or barbiturates \_\_\_\_\_\_\_

3. I, Renter, agree and acknowledge, that I will be the sole operator of the Boat, and will use the Boat in a careful, safe and conscientious manner. I, Renter, shall at all times observe and adhere to any rules and guidelines issued by Boat Owner and any applicable laws or regulations. Renter shall be responsible at all times for the safety of any and all passengers in the Boat. \_\_\_\_\_\_\_

4. I, Renter, have been shown how to use and know the location of safety equipment required under the Small Vessel Regulations. I am aware that persons operating Boat without the required safety equipment may be subject to fine. \_\_\_\_\_\_\_

5. I, Renter, understand that Boat is fitted with motors and must keep clear of non-powered boats. I also understand that I am responsible for my own wake and wash and the effects that it can have on other boats, property, wildlife, and the environment. \_\_\_\_\_\_\_

6. I, Renter, when involved in an accident must stop, offer assistance and give my identity. \_\_\_\_\_\_\_

7. I, Renter, am aware of how to responsibly operate Boat and to share waterways in a courteous and respectful manner with others involved in all water related activities. \_\_\_\_\_\_\_

8. I, Renter, hereby confirm that the maximum load capacity and number of persons on the boat will not exceed the amount stated on the capacity plate affixed on the boat. \_\_\_\_\_\_\_

9. I, Renter, am aware of the proper way to distribute weight in the Boat for a safe and comfortable ride and I will keep my passengers in the safest positions at all times – always seated while underway. \_\_\_\_\_\_\_

10. I, Renter, have been shown the proper procedure for starting and shutting off the engine and will make sure no person is in the water within the vicinity of the boat before starting and while running the motor. \_\_\_\_\_\_\_

11. I, Renter, have been shown and understand the operation of the throttle and gear shift lever. \_\_\_\_\_\_\_

12. I, Renter, know where and how to operate the ignition cut-off (kill) switch. While operating Boat, I will stay tethered to it at all times. \_\_\_\_\_\_\_

13. I, Renter, am aware of how to depart and approach the dock in a safe and proper manner. \_\_\_\_\_\_\_

14. I, Renter, am aware of how to respond to grounding, capsizing, and re-boarding the Boat. \_\_\_\_\_\_\_

LOCAL HAZARDS/CONDITIONS

1. I, Renter, am aware of the local navigational aids and their meaning, as well as the local hazards and local regulations. \_\_\_\_\_\_\_

2. I, Renter, shall maintain a proper lookout at all times for other boats, navigational hazards and changes in weather conditions – changes in weather can occur quickly creating conditions dangerous to Boat. \_\_\_\_\_\_\_

RELEASE AND WAIVER OF CLAIMS

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Boat Owner, Boat Owner’s agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law and equity, which Renter ever had, now has, or which Renter’s heirs, executors, administrators or personal representatives hereafter can, shall, or may have for by reason of any matter, cause or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Boat; or in any way arising out of the rental relationship between Renter and Boat Owner.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Boat Owner, Boat Owner’s agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter’s use, misuse or abuse of the Boat.

TERMS AND CONDITIONS

Assumption of Risk. Renter acknowledges that the activities for which the Boat is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Boat.

Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the Boat:

There is no smoking while in the Boat.

There are no alcoholic beverages permitted in the Boat.

There is no docking of the Boat at any location other than the Boat Owner’s designated docking area, except in the case of emergency.

Children: Any children under the age of 12 in the boat must wear a life jacket at all times.

Unsafe Use. If at any time Boat Owner determines that Renter has engaged in an unsafe or hazardous use of the boat, Boat Owner may board the Boat, or otherwise notify the Renter that it is immediately terminating the rental. Upon termination, Renter must return the boat to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded any portion of payment given to Boat Owner. Boat Owner shall determine in its sole discretion whether any behavior or activity is “unsafe or hazardous”.

Condition of Boat Upon Return. Renter shall return boat to the designated docking area clean, free of garbage and debris and in the same condition as it was when given to Renter, except ordinary wear and tear. Renter shall be responsible for any damage caused to the Boat during rental. Boat Owner shall retain any portion (or all) of Renter’s security deposit to cover repairs for said damage. If damages exceed the amount of the security deposit, Renter shall be billed by Boat Owner for repairs exceeding the security deposit, including any attorneys fees.

Possible Additional Charges to Renter:

$100 – Boat must be returned free of trash, garbage, and excess mud, sand and other debris or fee will be charged.

$400 – For any damage done to the standard aluminum propeller

$110 – Labor per hour plus parts, supplies and materials for any damage done to any part of the boat hull or interior

$110 – Labor per hour plus parts, supplies and materials for any mechanical damage from obvious and/or proven misuse or abuse of the operation of the Boat

Late Returns. If Renter does not return the Boat to the designated docking area during the agreed rental time period, Renter shall be charged the minimum rental fee as an additional charge.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Date of Rental \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duration of Rental \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter Signature + Printed Name Date

Rental Representative Signature + Printed Name Date