

BELLE RENTALS AGREEMENT

DATE OF RESERVATION: _____ PICK UP TIME: _____

RETURNS ARE CHARGED A \$100 FEE IF MORE THAN 5 MINUTES LATE PLUS \$100 EACH ADDITIONAL HOUR LATE. ALL BOATS DUE BACK AT 4:30 UNLESS OTHERWISE SPECIFICALLY ARRANGED

Rate: _____ Additional Charges: _____

This agreement is made on the above date by and between Sea Bass LLC DBA Belle Rentals, hereafter called Marina and the undersigned, hereafter referred to as Customer for boat rental.

Boat: _____ Other Equipment: _____

Number of Persons to be on Board: _____

Customer Name: _____ Email: _____

Home Address: _____ City: _____

State: _____ Zip: _____ Cell Phone: _____

Credit Card #: _____ Exp. Date: _____ Sec. Code: _____

Customer acknowledges that Belle Rentals has their approval to charge this credit card for damages and fines resulting from their use of the boat and agrees to comply with all Belle Rental Terms and Conditions and to pay any applicable fines, included below,

Fees and Fines for Violation of Terms & Conditions:

1. Beaching Boat - \$100 fine for beaching boat plus additional fee of \$150 if we have to send someone to pick you up and free boat. There is an additional fine of \$150 per day if we are unable to free the boat and have to return another day on the high tide to free the boat.
2. Fees for loss or misuse of safety equipment - \$50 for breaking seal on flare kit except for in a legitimate emergency. \$50 for use of fire extinguisher except in a legitimate emergency. \$25 fee for loss or damage to life preservers. \$75 fee for loss of one anchor, \$150 fee for loss of both anchors. Other items lost or damaged to be charged at cost of replacement.
3. There is a \$100 per hour late charge, which is payable anytime over 5 minutes into the hour.
4. There is a \$75 fee for propeller damage that is rebuildable and a \$150 fee for damage that is too extensive to be rebuilt. Ability to rebuild propeller or not is to be determined by Marina Staff.
5. Any boats known to have been run aground or beached in sand (we can tell from propellers) will be charged \$75 for removal of lower unit and inspection of water pump impeller. If impeller is damaged actual replacement part cost will be charged for replacement.
6. A \$100 fee will be charged for operation out of approved area (refer to map) and a \$150 additional fee will be charged if we have to send a representative to assist you with a problem when you are outside of operation area.
7. For damage to fiberglass, cushions, cowlings, electronics, etc. you will be charged actual cost of parts plus \$95 per hour for making repairs.
8. A cleaning fee of \$50 will be charged for bringing boat back excessively dirty. You may also choose to clean up the boat yourself, we will provide a bucket, soap and a brush. A little bit of sand and normal dirt is acceptable without a charge but if boat is brought back covered with dirt, sand, trash, food or fish blood and you do not wash it, you will be charged.

Customer agrees by signing here that marina is authorized to charge credit card for any and all damage, late fees or fines, which are allowed by this agreement.

Customer Signature

Name Printed

Date

Rental Boat Terms and Conditions of Use:

1. Equipment is not to be taken outside of prescribed operation area. Refer to maps for approved operation area.
2. Boats are intended for use by the certified number and weight of passengers and gear. Do not overload boats. When loading people and gear on boats, try to evenly distribute weight both side to side and front to back. This will make for safer operation.
3. All safe boating regulations must be followed including no wake zones, life preservers for children. You are personally responsible for any damage to our boats, other boats or other property caused by your violation of safe boating regulations or of Belle Rental conditions of use.
4. It is illegal for boat operators to consume alcohol or drugs of any kind regardless of the degree of impairment. Renters who are known to be drinking alcohol will be refused the use of a boat. If you have a reservation but are obviously intoxicated, you will be refused a boat and charged for the cancellation.
5. Equipment must be returned on time, there is no grace period for late returns.
6. Any and all damage to the equipment that is caused as a result of the lessee's operation or oversight is the sole responsibility of the lessee. Do not leave boats unattended.
7. Lessee is responsible for being aware of tides, currents and winds. Do not beach boats or allow boats to become beached by falling tides or changing winds.
8. Boats are to be returned relatively clean and in the same condition as they were when you took them out.
9. No one under 21 is allowed to operate boats.
10. You are not allowed to let anyone other than the primary renter use or operate the boat. Anyone who may be serving as an operator needs to be identified and to sign this agreement. If you do allow anyone else to use the boat you are entirely personally responsible for any damage that they cause to our boat or to other persons or properties.
11. All operators must have a cell phone on board and we must have this number.
12. In any areas with marked channels always stay between green and red markers. Remember keep red markers on your right side when you are returning to port and green on your left. This also means that green markers should be on your right as you head out from the marina. Refer to the provided map to determine channel location and approximate water depth.
13. Any time you are in less than 3' of water go dead slow, this means as slow as the boat will go and still be in gear.
14. No pets are allowed on Deck Boats. Pets are allowed on other boats but owners must clean up after their pets or the clean up fee will be charged. Owners are responsible for any damage caused by pets.
15. Prohibited uses: Customers may not use boats for any use not intended by manufacturer. In addition, customers shall not use the boat in any of the following manners:
 - a. In any type of race or competitive event
 - b. For any illegal purpose or in an illegal manner
 - c. To carry any type of hazardous or explosive substance
 - d. To push or tow any other watercraft or tubes, skis or other water toys
 - e. After dusk or during the night
 - f. To carry loads beyond stated capacity
 - g. In a reckless, abusive or negligent manner
 - h. By any person consuming alcohol or drugs
 - i. If further use may cause damage to boat or motor (warning light or buzzer on)
 - j. In violation of the terms and conditions of this agreement in any way
 - k. Outside of approved use area
16. In no event shall customer sub-lease boat to another person or entity. Customer's rights under this agreement are non-transferable.
17. No marina staff has the right to change any of the terms or conditions of this agreement (except an owner when done in writing)
18. If any provision of this agreement is found to be void, invalid or unenforceable, such finding shall not effect the validity or enforceability of any other part of this agreement.
19. This agreement constitutes the entire understanding of the parties with respect to the subject matter contained herein and shall supercede all other agreements, either oral or written, with respect to the same. This agreement is binding upon the heirs, successors and assigns of the parties.

Customer Initials