

BOAT RENTAL AGREEMENT

DATE OF RESERVATION: _____ PICK UP TIME: _____

LATE RETURNS CHARGED \$100 IF MORE THAN 5 MINUTES LATE AND \$100/HOUR BEYOND THAT. ALL BOATS DUE BACK AT 4:30 PM UNLESS OTHERWISE ARRANGED IN ADVANCE.

Rate: _____ Additional Charges: _____

This agreement is made on the above date by and between Shoreline Development Consultants LLC, hereafter called LESSOR and the undersigned, hereafter referred to as LESSOR 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: _____

In consideration of the Boat Lease Rental Agreement herein, LESSOR does lease to the undersigned (hereinafter described as the LESSEE) the rental craft and accessory equipment described herein (Rental Craft). LESSEE agrees said rental craft will not be occupied by a greater number of persons than is shown in this Boat Rental Lease Agreement. In the event that the rental craft is not returned at the time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE RENTAL CRAFT AND ACCESSORY EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED AND THAT HE/SHE WILL OPERATE THE RENTAL CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS POSTED IN THE OFFICE, IN THIS AGREEMENT OR ON THE RENTAL CRAFT AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY. CONTINUED USE OF THE RENTAL CRAFT SHALL BE ENTIRELY AT THE LESSEE'S RISK AND THUS LESSEE ALL LIABILITIES OF INJURY AND DAMAGE TO ALL PERSONS OR PROPERTY THAT MAY BECOME INVOLVED BY ITS CONTINUED USE.

This is to certify that I (We) the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of this Rental Craft.

I (WE) HAVE READ BOTH THE FRONT AND BACK OF THIS BOAT LEASE RENTAL AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS SET FORTH ON BOTH SIDES: THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS BOAT LEASE RENTAL AGREEMENT

Customer acknowledges that SDC 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 SDC Rental Terms and Conditions and to pay any applicable fines, included below,

Fees and Fines for Violation of Terms & Conditions:

1. Overloading Boat - \$500 fine and we will turn you in to FWC if we find out you have taken a boat elsewhere and put more than the legal number of people on board. The USCG capacity is the number of living human beings on board, it does not matter if some are small children.
2. 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.
3. 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. \$100 fee for loss of one anchor, \$200 fee for loss of both anchors. Other items lost or damaged to be charged at cost of replacement.
4. There is a \$100 per hour late charge, which is payable anytime over 5 minutes into the hour.
5. 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 Staff.
6. 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.
7. 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.
8. For damage to fiberglass, cushions, cowlings, electronics, etc. you will be charged actual cost of parts plus \$95 per hour for making repairs.
9. 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.

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 SDC 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: LESSEE agrees NOT TO USE the Rental Craft and to not permit the use 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 careless 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
 - l. The Rental Craft may not be used by any other person not the signatory of this agreement
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.
18. LESSEE acknowledges his/her responsibility for the safe and proper operation of the Rental Craft, and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the Rental Craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said Rental Craft. LESSEE further agrees to hold the LESSOR harmless should losses or damages occur to any of the LESSEE'S personal property while carried in or on the Rental Craft, including the loss or damage caused by fire, water, theft or any other cause whatsoever.
19. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from and against all loss, costs, damages, Attorney's Fees and/or liability in connection with enforcing this Boat Rental Lease Agreement by LESSOR, including expenses incurred in collection or attempting to collect delinquent rental fees, and in the event of a suit by LESSOR to recover possession of said rental property and/or to enforce any of the terms, conditions and provisions hereof. It is understood that the venue of any action hereunder shall be in Pinellas County, FL, the location of LESSOR. This Boat Rental Lease Agreement shall be governed by the Laws of the state of Florida.
20. In the event of malfunction, breakdown, or if any defect is discovered after the acceptance of the Rental Craft LESSEE shall immediately report same to LESSOR. Continued use of the Rental Vessel shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injuries and damage to all persons and property that may be involved resulting from continued use.
21. LESSOR's ability to provide a Rental Craft, if reserved is contingent upon and subject to the safe and operational return of the Rental Craft by the previous lessee, or any other cause beyond LESSOR's control.
22. Lessor reserves the right to cancel this Boat Rental Lease Agreement due to inclement weather (when the National Weather Service has issued or predicted a Small Craft Advisory) for any of the rental time period and allowed operation area. In the event of cancellation by LESSOR the rental may be rescheduled to a more suitable day. Should weather conditions be unpleasant, but not unsafe (based on no Small Craft Advisories from the National Weather Service) LESSEE may choose to reschedule to another day, but if they leave the dock for any period of time and choose to return early, no refund or partial refund will be paid.
23. The rules and regulations contained herein and as posted in the office, on the rental craft, and/or on the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guests will obey the rules.
24. Should any term or condition or condition of this boat rental agreement be held void or unenforceable, then that term shall be deemed severed from this Boat Rental Lease Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
25. The LESSEE acknowledges that he/she has carefully examined the rental craft and finds it suitable for the purpose which it has been leased and that other accessory equipment is in suitable and acceptable condition, that he/she will maintain both Rental Craft and the other accessory equipment in a safe, dependable condition while in his/her custody.
26. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS BOAT RENTAL LEASE AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS BOAT RENTAL LEASE AGREEMENT EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.

LESSEE

Signature

Date

**CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND
LIABILITY WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being permitted to participate in the charter/rental provided by Insured name (i) for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet; (9) specific activities to be listed that are not mentioned above (ii)

Initials (iii) _____

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage.

Initials _____

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities.

Initials _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the [Charter/Rental] (iv) to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

Initials _____

CSR/WAV/23-1

- i. Insured's name will be the name as detailed on the policy including any DBA names. I.e. Fred Smith DBA Freddie's Fishing Trips.
- ii. Include any risks specific to your business that are not included above in 1-8.
- iii. Participants must initial each section throughout the document.
- iv. This will include the name of the Charter/Rental if it has one. i.e. Freddie's Fish Adventures if there is no name Charter/Rental can remain.

This Agreement shall be governed by the laws of [Insured's Country] (v) Any legal action relating to or arising out of this agreement against or with respect to [Insured Name] (vi) shall be commenced exclusively in [Insured's Country] (vii). Any legal action relating to or arising out of this Agreement against or with respect to any of it [Insured Name] (viii) affiliated or related companies shall be commenced exclusively in the [Court of the Insured's country] (ix). I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement.

Initials _____

I HEREBY RELEASE [Insured Name] (x) THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

Initials _____

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND IDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

| | | | |
|----------------------|--|----------------|--|
| Print Name: (xi): | | Date of Birth: | |
| Address: | | Email: | |
| Signature: | | Date: | |

CSR/WAV/23-1

- v. This is the country as detailed on the policy.
- vi. Insured's name will be the name as detailed on the policy.
- vii. This is the country as detailed on the policy.
- viii. Insured's name will be the name as detailed on the policy.
- ix. Please state the court, for your locality e.g. Circuit in and for Miami-Dade County Florida/Western District of NY.
- x. Insured's name will be the name as detailed on the policy.
- xi. Each and every participant must sign and initial the release and complete the details. One document for each participant