

LEISURE TIME BOAT RENTALS , LLC BOAT **RENTAL AGREEMENT**

This BOAT RENTAL AGREEMENT is made by and between LEISURE TIME BOAT RENTALS, LLC and the Renter identified below, and is effective as of the date located next to the signature of the Renter below.

1. RENTER INFORMATION

Renter's Name:	
Renter's Address:	_____ _____ _____
Primary Phone Number:	()
Cell Phone Number:	()
Email Address:	
Renter Driver's License Number:	
Renter's Date of Birth:	_____ , _____

Credit Card:	<hr/> Type of Credit Card (Ex: Visa, Mastercard) <hr/> Name on Credit Card <hr/> Credit Card Number <hr/> Expiration Security Code
Emergency Contact Person	<hr/> Contact Name (_____) Contact Phone Number

2. RENTAL RATE AND RENTAL DURATION.

The Watercraft and all boat equipment is hereby provided to the Renter for \$_____, for their limited use on _____, 20__ (date) from _____ a.m./p.m. (“departure time”) until _____ a.m./p.m. (“return time”).

Payment is due immediately upon execution of this Boat Rental Agreement. Any prepayment made in the amount of \$_____ through credit card, with the last four digits ending _____, shall be honored in accordance with the Renter’s credit card agreement and obligations.

BREAKDOWN OF CREDIT CARD CHARGES

Sales Tax 6.5%: \$ _____
Balance Due: \$ _____
Balance Paid: \$ _____
Cash Paid: \$ _____
Grand Total Tendered: \$ _____

Approval Number: _____

3. OPERATION INSTRUCTIONS

Renter acknowledges and certifies, they have received a minimum of fifteen (15) minutes of hands-on operation instruction aboard the boat / vessel (hereinafter “Watercraft”) by a LEISURE TIME BOAT RENTALS, LLC agent prior to the scheduled departure time.

After receiving said instruction, Renter is confident and physically capable in all aspects of the operation of said Watercraft and following all safety instructions.

4. USCG SAFETY CHECKLIST

Renter has been adequately shown the locations and procedures of how to access and utilize all safety equipment aboard the Watercraft to their satisfaction. Renter has been provided a copy of the signed USCG Boat Safety Checklist. Renter is confident of their knowledge and physical capacity to execute the procedures outlined within the attached two (2) page USCG Boat Safety Check List.

5. RULES FOR USE OF WATERCRAFT AND EQUIPMENT.

Renter agrees that he or she shall use the Watercraft and all equipment thereon in a safe manner, including but not limited to all life vests, engine, gas tank, ropes, anchor, and safety flares/whistle (hereinafter sometimes collectively referred to for the purposes of Section 5 only, as the “boat equipment”), only for the purpose of personal entertainment, with safety always in mind and always a priority, in accordance with ALL of the following rules.

Please initial every statement and sign below to indicate you understand the requirements of operating the Watercraft and further acknowledging acceptance of the following rules:

- A.** [redacted] Renter and renter’s guests shall/will obey all federal, state, and local laws, ordinances, rules and regulations with respect to the use and operation of the boat equipment and shall obey all lawful directives of the area marina dock master, as well as all emergency or law enforcement personnel, while operating the boat equipment.
- B.** [redacted] Renter and renter’s guests shall/will NOT, at any time, dangle their legs off the sides of the Watercraft while the engines are started and/or in motion. This is against the law and dangerous. Renters and guests behaving in this prohibited manner may be pulled under the Watercraft, resulting in serious injury or death.
- C.** [redacted] Renter and renter’s guests shall/will close and secure the front, side, and back door with all riders safely inside BEFORE/PRIOR to the ignition key is inserted and Watercraft engine started.
- D.** [redacted] Renter and renter’s guest shall/will ensure the motor is to be in the down position and the key out of ignition before anyone is allowed access to engage in any in water activities.
- E.** [redacted] Renter and renter’s guests shall/will not exceed the guest count or weight limit restrictions associated with the Watercraft.
- F.** [redacted] Renter understands and knows how to use the three-step fold up ladder located on port side (left side if sitting in captain/pilot chair) for access to and from Watercraft, using it as the exclusive/only point of access, furthermore, ensuring the ladder is properly stowed before/prior to starting the engine.
- G.** [redacted] Renter and renter’s guests shall/will not jump and/or dive from the lower deck at any time while aboard the Watercraft. Access to and from water is to be by ladder only.

H. [REDACTED] Renter and renter's guests shall/will designate a capable and sober look out for in water activities.

I. [REDACTED] Renter and renter's guests have been instructed/shown and understand where all safety equipment is located on the Watercraft.

J. [REDACTED] "Renter and/or Operator" shall not consume, nor be under the influence of, any intoxicant (including but not limited to alcohol or any other controlled substance not to exclude prescription drugs that may make you drowsy and/or impair your judgement) while operating the boat equipment and supervising his/her guests, to insure they are obeying said rules herein. Renter also understands that they are responsible for the safety of all persons on-board. Renter understands where all safety equipment is and have no further questions.

K. [REDACTED] Renter and renter's guests shall/will not allow pets onto the Watercraft without first paying a \$50 per pet fee.

L. [REDACTED] Renter and renter's guests shall/will not make unreasonable or excessive noise while operating the boat equipment. Other boaters, including the marine police, may assume you are signaling for help in distress.

M. [REDACTED] Renter and renter's guests shall/will return all of the boat equipment, in good working order and condition, at the end of the Boat Rental Agreement and if any equipment has been lost, damaged, or destroyed, Renter shall inform LEISURE TIME BOAT RENTALS, LLC's employees/agent upon return. Renter shall be financially responsible for all lost, damaged, and destroyed equipment costs at current replacement cost market value.

N. [REDACTED] Renter shall/will follow all posted speed limits, including obeying the NO WAKE ZONES and rules of navigation while on the water, and furthermore, shall stay clear of all other boats in operation on the water. Renter shall not attempt to board another vessel from the Watercraft. Renter shall not allow the Watercraft to collide or damage other boats that may be in the marina or in operation on navigable waters.

O. [REDACTED] Renter and renter's guests shall/will not throw trash or litter from the Watercraft, into the water or otherwise, and acknowledges that they may be operating in environmentally sensitive areas. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter shall be deposited in the appropriate trash receptacles. If boat is not free of dirt or trash as received, there will be a \$50.00 cleaning fee charge added to the renter.

P. [REDACTED] Renter shall/will not allow anyone other than Renter and/or guest to use or operate the boat equipment. **ONLY THE RENTER IS AUTHORIZED TO PILOT, DRIVE, OPERATE, AND NAVIGATE THE WATERCRAFT.**

Q. [REDACTED] Renter shall refuel prior to returning the Watercraft at the renter's expense.

R. [REDACTED] Renter shall/will not maneuver the Watercraft into the waters that are too rough for the Watercraft to operate safely.

S. [REDACTED] If after the motor inspection occurs and there is damage from the renter it will result in a \$350.00 service charge to the renter.

6. **IMPORTANT / PLEASE READ CAREFULLY - PHYSICAL DAMAGES**

By the authorized signature below, Renter agrees they have read and fully understand the attached Release of Liability and Assumption of Risk Agreement, and furthermore, agree to pay for any and all repair costs and other physical damages that may occur to the Watercraft during their rental, operation

or other use from any cause whatsoever whether deliberate or unintentional as specifically set forth in sections 6A, 6B, and 6C.

6A

Renter hereby voluntarily and of their own volition gives LEISURE TIME BOAT RENTALS, LLC the right to immediately charge their credit card in the event there is any damage to, accident or incident of any kind regarding the Watercraft during the rental period. This includes damage to the Watercraft, motor, and boat equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, equipment damage, or violation of the rules. Renter understands that LEISURE TIME BOAT RENTALS, LLC will conduct an estimate for repairs by a reputable licensed repair company of their sole choosing and provide Renter with a copy for review. Renter further covenants and agrees not to challenge the charge on the credit card with the bank or financial institution issuing the card. Renter recognizes that LEISURE TIME BOAT RENTALS, LLC has a good faith basis for requiring this provision as it is the only way to protect them from challenging the charges in the event of damages to the Watercraft. All damages deemed extreme by LEISURE TIME BOAT RENTALS; LLC are subject to investigation by the local County Sheriff's Department.

6B

Renter hereby voluntarily and of their volition gives LEISURE TIME BOAT RENTALS, LLC the right to immediately charge their credit card, provided via photocopy on file, and agree not to challenge the charge on their credit card with the bank or financial institution issuing the card.

6C

In the event the credit card declines, Renter agrees to reimburse LESIRE TIME BOAT RENTALS, LLC immediately for any and all accidental and/or intentional damages incurred while the Watercraft is in the Renter's possession, including all boat equipment, as discussed in Section 5 above. Renter agrees to fully reimburse LEISURE TIME BOAT RENTALS, LLC for any losses incurred. Renter also agrees to pay for collection costs and cooperate with LEISURE TIME BOAT RENTALS, LLC affiliates, not to exclude their insurance providers, underwriters, and investigators of any capacity.

7. CANCELLATION POLICY

Cancellations may be made seven (7) days or more prior to the scheduled Watercraft rental departure time without penalty. Cancellations made within seven (7) days of the scheduled Watercraft rental departure time shall be charged 50% of agreed upon rental price. Cancellations due to "NO SHOW" shall be charged 100% of agreed upon rental price on the credit card provided by the Renter(s). LEISURE TIME BOAT RENTALS, LLC reserves the right to cancel any reservation due to inclement weather that would make the rental unsafe, in which a full refund will be given. Decisions to cancel due to inclement weather belong solely to LEISURE TIME BOAT RENTALS, LLC, not the Renter.

8. PRIVACY

Only in the event of an emergency does LEISURE TIME BOAT RENTALS, LLC reserve the right to share the Renter's name and guest itinerary with the proper federal, state, and local personnel while cooperating with rescue, emergency and/or criminal investigation efforts.

9. FIRST AID KIT AND FIRE EXTINGUISHERS

First Aid Kit(s) and Fire Extinguisher(s) are provided aboard the Watercraft in the event of an emergency. Renter agrees to reimburse LEISURE TIME BOAT RENTALS, LLC for the current replacement cost value of any First Aid equipment accessories used and/or replacement of any safety equipment not to exclude Fire Extinguishers used during the rental period, whether on or off board the Watercraft.

10. SCHEDULING TIMES & PUNCTUALITY

Renter agrees to arrive at the assigned location no less than fifteen (15) minutes prior to the scheduled departure time to complete all paperwork, tender payment, and participate in the required safety training and orientation. If Renter arrives late, the scheduled safety orientation time allotted will be deducted from Renter's scheduled rental time and Renter agrees the rental charges will not be compensated nor adjusted for tardiness. Renter also agrees should they return the Watercraft later than the scheduled return time, Renter will be charged at the rate of \$200 per hour, unless arrangements have been made prior. Furthermore, Renter agrees that the additional hours are not prorated. For example, 15 minutes late would entitle LEISURE TIME BOAT RENTALS, LLC to one (1) billable hour. Renter agrees and understands that time is of the essence in the performance of their obligations and that their timeliness is paramount to the prevention of additional charges.

11. FUEL COSTS

When returning to the pickup location, Renter must ensure the Watercraft's fuel tank is full. LEISURE TIME BOAT RENTALS, LLC is not responsible for, nor does it provide the fuel for the rental. Renter assumes the cost of fuel at current market value PLUS \$3.00 per gallon if the Watercraft is not refueled when returned.

12. GENERAL TERMS AND CONDITIONS

- a) Waiver: No waiver either party of any provision of this Boat Rental Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent or continuing breach by the other party of the same or any other provision. A party's consent to or approval of any act by the other party shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act.

- b) Relationship: No other relationship whatsoever other than the Owner / Renter relationship, and nothing herein shall be construed to make LEISURE TIME BOAT RENTALS, LLC and Renter partners or joint venturers.

- c) Entire Agreement: This Boat Rental Agreement sets forth the entire agreement between the parties, with the exception of the attached Release of Liability and Assumption of Risk

Agreement, which is expressly incorporated herein, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Boat Rental Agreement.

- d)** Consideration: The consideration recited herein is the full, complete and entire consideration for this Boat Rental Agreement, and there is no further consideration to be paid by any party to any other party except as recited herein.

- e)** Construction: The parties acknowledge each have fully reviewed this Boat Rental Agreement and agree that the terms, conditions, and provisions of this Boat Rental Agreement shall be interpreted without regard to which party drafted the same.

- f)** Severability: If any provision or part of this Boat Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Boat Rental Agreement shall remain valid and enforceable by any party to this agreement.

- g)** Choice of Law: This Boat Rental Agreement shall be governed by and construed under the laws of the State of Florida. The exclusive venue for any action commenced by a Party shall be in a State Court with is situs located in Lee County, Florida.

- h)** Attorney's Fees and Costs: If either party commences an action against the other party arising out of or in connection with this Boat Rental Agreement the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit. The fees and costs that may be awarded include but are not limited to those incurred at mediation and arbitration, as well as at the trial and appellate levels, expressly including bankruptcy proceedings.

- i)** Captions: The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Boat Rental Agreement nor the intent of any provision thereof.

- j)** Alternative Dispute Resolution: Unresolved controversies, claims and other matters in question between LEISURE TIME BOAT RENTALS , LLC and Renter, arising out of, or relating to, this Boat Rental Agreement, its breach, enforcement or interpretation ("Dispute") will be settled as follows: (a) LEISURE TIME BOAT RENTALS , LLC and Renter will have ten (10) days after the date a Notice of Breach is remitted to attempt to resolve such breach or dispute, failing which LEISURE TIME BOAT RENTALS , LLC and Renter shall submit such breach and/or dispute to mediation. LEISURE TIME BOAT RENTALS, LLC and Renter shall attempt to settle breaches and disputes in an amicable manner through mediation pursuant to Florida Rules for Certified

and Court-Appointed Mediators (the "Mediation Rules"). Disputes not settled pursuant to this Section may be resolved by instituting an action in the appropriate court as defined herein. This Section shall survive the expiration and/or termination of this Boat Rental Agreement.

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS BOAT RENTAL AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THIS BOAT RENTAL AGREEMENT, AND THAT I HAVE RELIED SOLELY ON MY OWN JUDGMENT IN EXECUTING THE SAME. I HAVE READ THE TERMS OF THIS BOAT RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS OF THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF LEISURE TIME BOAT RENTALS, LLC'S WATERCRAFT. I ENTER INTO THIS RENTAL AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Renter's Signature

Date

Printed Name

STAFF USE ONLY

Staff Signature: _____

Print Name: _____

Date: _____