

Abe's Boat Rentals

Boat Rental Agreement

Date _____	Boat _____	Rental Rate \$ _____
Renter's Name _____		Security Deposit \$ _____
Home Address _____		Total \$ _____
_____		Time Out _____
Local Address _____		Hours Out _____
_____		Time In _____
Phone # (on boat with you) _____		Hours In _____
Passengers _____		Late Fee \$100.00 per hour _____
_____		Driver's License _____
_____		Checked Out/In By _____

Additional Terms and Agreements

The undersigned as RENTER (including any and all RENTERS signing the agreement), hires from Abe's Boat Rentals as OWNER, the Boat described as _____ on the following terms and conditions.

Please initial each item as it is read and understood:

[_____] (Initial) The RENTER must return the boat to the OWNER at or before _____ (time of return) on _____ (date)

[_____] (Initial) Navigation of boat is confined to a 20 miles North or South in ICW of Cape Haze Marina (pontoon) and 2 mile offshore (Cobia) **with permission.**

Granted by (initial of Dockmaster) _____

[_____] (Initial) The RENTER shall keep their copy of this agreement in their possession during duration of rental

[_____] (Initial) The RENTER shall demonstrate to the Dockmaster a working knowledge of boat operations and boating safety along with significant experience in operating a boat. This is crucial to the safety of all boat occupants and other boaters as well as the safety and security of the vessel being leased. Dockmaster does reserve the right to refuse rental to anyone who does not meet the guidelines on the day of rental.

[_____] (Initial) RENTER acknowledges that the boat is the rightful property of the OWNER, and further acknowledges that they received said boat in good and safe mechanical and seaworthy condition. RENTER agrees to return said boat together with all accessories and accouterments to the OWNER in the same condition as RENTER received it (excluding fuel level). Said boat is equipped with life jackets or buoyant cushions, anchor and line, fire extinguisher, horn and a full tank of fuel.

[_____] (Initial) RENTER agrees to pay OWNER the cost of replacing lost equipment and the cost of repairing damages to, and caused by, the boat including parts, labor expenses of transporting said vessel to other property to and from point of repair, all towing charges, including but not limited to all towing charges as a result of grounding or beaching of the boat, regular rental fee covering time said vessel is out of service as a result of damage, and any collection costs and attorney fees necessary to secure reimbursement. It is understood the security deposit will be used for payment of all or part of the above cost up to its full amount. Any costs in excess of the security deposit shall be paid by the RENTER to the OWNER on demand. Credit card deposit of \$300.00 is required. This will be credited back when boat is returned in same condition as when rented.

[_____] (Initial) RENTER agrees to pay the OWNER for all damages to propeller and lower unit of boat caused by beaching, hitting submerged obstructions, running aground or any other cause. The propeller and lower unit will be inspected before and after rental. If there is ANY damage to motor or propeller, RENTER will be responsible for all charges for repairs. Total cost will be determined by our certified mechanic and paid in full by RENTER

[_____] (Initial) RENTER agrees to return boat to Cape Haze Marina Gas dock and dockmaster will fill tank with proper fuel. OWNER will deduct the fuel charges from RENTER's security deposit. If RENTER returns boat after gas dock has closed, OWNER will charge a \$100.00 per hour late fee.

[_____] (Initial) RENTER who signs to accept the terms of this Rental Agreement certifies that he or she is 21 years of age or older

[_____] (Initial) RENTER has verified the number of life jackets aboard vessel matches the maximum capacity for vessel. Children under 6 years of age and/or under 90 pounds are required to wear life jacket at all times

[_____] (Initial) RENTER agrees to operate the boat in a safe and legal manner as prescribed by ALL LAWS and regulations applicable to the area in which the boat is operated

[_____] (Initial) RENTER agrees to and shall indemnify and hold harmless Abe's Boat Rentals, its officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of RENTER or RENTER'S guest or invitee, or for damages to any property of RENTER or RENTER'S guests or invitees arising out of or in connection with obligations of Abe's Boat Rentals under this contract, where such injuries, death, or damages are caused by Abe's Boat Rentals sole negligence or the joint negligence of RENTER and any other person or entity.

[_____] (Initial) RENTER further agrees to and shall indemnify and hold harmless Abe's Boat Rentals, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind related to environmental damage caused by discharge, whether voluntary or accidental, of hazardous materials from boat while in possession of RENTER.

BY SIGNING BELOW RENTER AGREES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREES TO IDEMNIFY AND HOLD HARMLESS ABEL'S MARINE BOAT RENTALS, FOR ALL DAMAGES IT SUSTAINS AS A RESULT OF THEIR VIOLATION BY THE RENTER OR RENTER'S GUESTS.

SIGNATURE OF RENTER

DATE

SIGNATURE OF DOCKMASTER

DATE