

# BOAT RENTAL AGREEMENT



NAME \_\_\_\_\_ DATE \_\_\_\_\_

PHONE NUMBERS:

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

HOME

WORK

CELL

ADDRESS \_\_\_\_\_  
STREET CITY ST ZIP

EMAIL ADDRESS \_\_\_\_\_

DRIVER'S LICENSE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDITIONAL DRIVER \_\_\_\_\_

2<sup>ND</sup> DRIVER'S LICENSE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

# OF PASSENGERS \_\_\_\_\_ NAMES OF OTHERS IN PARTY \_\_\_\_\_  
(DO NOT INCLUDE DRIVER)

EMERGENCY CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

PLEASE SHARE HOW YOU HEARD ABOUT US. \_\_\_\_\_

## OPTIONAL PROPELLER DAMAGE WAIVER

THE MOST COMMON DAMAGE DURING RENTAL IS TO THE PROPELLER. CHARTERER IS RESPONSIBLE FOR LOSS OR DAMAGE TO THE PROPELLER UP TO THE REPLACEMENT VALUE OF THE PROPELLER, AND AGENT'S RELATED EXPENSES UP TO \$500.00, REGARDLESS OF WHO IS AT FAULT. CHARTERER, BY INITIALING BELOW, ACCEPTS OR DECLINES THE PROPELLER DAMAGE WAIVER (PDW). IF ACCEPTED, CHARTERER'S LIABILITY SHALL BE LIMITED TO THE \$25.00 FEE FOR PROPELLER DAMAGE, PROVIDED THE EQUIPMENT IS USED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT. IF DECLINED, CHARTERER'S LIABILITY SHALL BE \$500.00 FOR DAMAGE TO THE PROPELLER. THE PDW IS NON-REFUNDABLE, AND SEPARATE FROM AND UNRELATED TO THE SECURITY DEPOSIT IN ARTICLE 2.

ACCEPT \_\_\_\_\_ (INITIAL)

OR  
(INITIAL CHOICE)

DECLINE \_\_\_\_\_ (INITIAL)

## OFFICE USE ONLY

SECURITY DEPOSIT RETURN ACKNOWLEDGED

DATE \_\_\_\_\_

\_\_\_\_\_  
CHARTERER'S SIGNATURE

\_\_\_\_\_  
FUN MARITIME ACADEMY AGENT SIGNATURE

## TERMS IN CHARTER HIRE

1. In consideration of the covenants hereafter provided, the Charterer named above herein agrees to rent a boat for the charter period herein indicated.

### SECURITY DEPOSITS

2. The Charterer will deposit with the agent a security deposit in the amount of \$500.00, which is in addition to any reservation deposit, and Charterer agrees that this deposit shall be security for performance by Charterer of the obligations hereunder. At Agent's option, this sum may be applied to satisfy any obligation that may be in default, but neither the making of this deposit, nor any use thereof by Agent shall excuse the Charterer from the performance of any such obligations. It is further agreed that said security deposit will be expended for the repair of any damages or loss of equipment not otherwise covered by insurance, and such other charges for consumable items as may have been used and not paid during the term of the charter. Any portion of this deposit that has not been so applied by Agent shall be returned to the Charterer within thirty (30) days of the termination of the charter. Charterer will be liable in excess of the security deposit for damages or loss not covered by insurance.

### CONDITION ON DELIVERY

3. Agent agrees to deliver the boat at port of boarding in full commission and in proper working order, outfitted as a boat of her size, type and accommodations, with full equipment inclusive of that required by law and in clean and good condition throughout and ready for service. Charterer certifies that he will examine the boat before departure, and will be satisfied that the boat is staunch and strong and properly outfitted for a boat of her size and accommodations.

However, should it be impossible for the Agent to make delivery as stipulated through causes beyond his/her control and should delivery be not made within four (4) hours thereafter, then his/her agreement may be canceled by the Charterer and any charter money paid in advance shall be returned to him.

Should the Charterer not be present or not ready to accept delivery of the boat, for whatever reason, at the specified time and place, the Agent reserves the right to set the time of delivery within a one-hour period thereafter.

Upon delivery of the boat to Charterer and during the entire charter, Charterer shall at all times be responsible for the operation, maintenance, control and possession of the boat, as well as all expenses associated therewith, except as may otherwise be noted in this agreement.

Charterers are responsible for the charter fees for any boat reserved by the Charterer and not used if notification of cancellation is not given to the Agent 24 hours in advance.

### OPERATION OF VESSEL

4. Charterer herein certifies that he/she is at least 21 years old and that he/she fully understands and is experienced in the operation and navigation of the class of boat hereby chartered and is experienced in the use of equipment provided, and is willing to demonstrate this for Agent. Charterer herein further states that he/she will at all times operate the boat in a reasonable and prudent manner, having due regard for other boats, wakes, and all other attendant circumstances so as to not endanger the life, limb, or property of any person. Charterer further warrants that at all times while operating the boat, he/she shall follow and comply with all safety and navigation markers, signs, and/or buoys as well as all marked and posted operating restrictions regarding speed, wakes, area access and hazards. Per Florida Law (327.731, F.S.), Charterer hereby certifies that the operator of the vessel has not been convicted of: (a) a criminal boating violation or; (b) a non-criminal boating infraction that resulted in a boating accident or; (c) two non-criminal boating safety infractions within a twelve month period.

### HEALTH STATUS OF CHARTERER

5. The Charterer hereby represents that they are in good physical health and are physically able to perform the type of work normally done by a Skipper or Charterer of a boat.

### LIMITATIONS OF USE

6. With respect to the operation of the boat during the charter period, Charterer herein agrees, represents, and warrants the following:

- a. That the operation of the boat shall be restricted to the business hours of the Agent.
- b. That the boat shall be used exclusively as a pleasure boat for the sole and proper use of the Charterer, his/her family, guests and servants and shall not transport merchandise or carry passengers for pay, or engage in trade nor in any way be used for any commercial purpose whatsoever.
- c. That under U.S. federal law, it is illegal to discharge anything into the water and that Charterer is responsible for the penalties and fines for doing so.
- d. That no goods, weapons, documents or drugs shall be carried that would involve risk of seizure, capture, detention, arrest, or repatriation by any government or law enforcement authority.
- e. That no person other than Charterer shall operate the boat unless such person is 21 years of age or older and has obtained the written permission from Agent in advance.
- f. That no dogs or other pets shall be taken aboard the boat without the permission of the Agent.
- g. That the Charterer shall not operate the boat, or permit any other person to operate the boat, while under the influence of alcoholic beverages or controlled substances as defined by State Law.
- h. That Charterer shall not tow a person on water skis or similar device. In no circumstances shall a Charterer or other authorized operator be permitted tow a person on any other device not first approved by Agent.
- i. That Charterer shall not operate the boat in a willful or wanton disregard for the safety of the persons or property at a speed or in a manner to endanger or likely to endanger the life or limb or damage the property of or injure the property of or injure any person.
- j. That Charterer shall not moor or fasten the boat to a lawfully placed aid to navigation marker or buoy except in case of emergency and shall not anchor, operate or permit to be anchored except in case of emergency, or operate the boat in any manner which shall unreasonably or unnecessarily constitute a navigational hazard or interfere with another vessel or vessel traffic.
- k. The Agent and his/her insurance underwriters accept no responsibility or liability for accidents, injuries or deaths due to or arising from swimming, use of snorkels, masks or other allied equipment, such as scuba equipment whether or not it is provided by the Agent or the Charterer.

#### RUNNING EXPENSES AND NAVIGATION LIMITS

7. Charterer agrees to pay all fees, charges, and expenses attendant to and incidental of the use and operation of the boat during the Charter period including, but not limited to fuel, oil, pilotage and port fees. Under no circumstances shall Charterer contract and/or agree for the payments of such fees, charges, and expenses in the name of boat owner. Agent, the boat, or anyone other than the Charterer himself shall not create and/or cause to create any lien or encumbrance on the boat for any such fees, charges, and expenses.

Charterer agrees to restrict the use and operation of the boat during the charter period to the waters approved by the Agent or his/her representatives, and as agreed upon by the Charterer in the limitations agreement. Use and operation shall be restricted to the immediate surrounding area of the port.

#### ACCIDENT

8. In the case of an accident, the Charterer shall notify the Agent immediately or as soon thereafter as possible. Charterer understands and agrees that in the event of a collision, accident, or other casualty, Charterer shall, so far as he/she can do so without serious danger to the boat and its passengers, render to other persons affected by collision, accident, or other casualty, such assistance as may be practicable and as may be necessary in order to save them from or minimize any danger or injury. Charterer further agrees to cooperate fully, as may be requested or necessary, with all investigations conducted by Agent or any governmental, regulatory, or law enforcement agency or department. A failure to report an accident in no way releases the Charterer from the above obligations.

No repairs may be performed to the boat without Agent's permission. The Agent agrees that should the boat, after delivery, sustain breakdown of machinery or be disabled or damaged by fire, collision, or other cause so as to prevent the use of the boat by the Charterer, the Charterer shall notify the Agent immediately. And the same not being brought about by any act or default of the Charterer, the Agent may make a pro-rata return of charter fees to Charterer for such periods in excess of 4 hours, the boat shall be disabled or unfit for use.

#### INVENTORY AND REDELIVERY

9. An inventory of equipment and supplies shall be furnished by the Agent to the Charterer at the time of delivery, and the Charterer agrees and acknowledges by acceptance of delivery, that such inventory is correct and that he/she has inspected the boat and has found no defects or shortages in inventory except those noted in writing at the time of acceptance of delivery. Charterer shall be responsible for payment on inventory which may be found by the Agent to be damaged prior to signing off, or deducted from the security deposit being held by the Agent at the discretion of the Charterer.

The Charterer shall keep the boat in good running order and condition and in substantially the same condition as when received from the Agent. The Charterer agrees to surrender the boat at the expiration of this charter or earlier termination of this charter at the port of release, free and clear of any indebtedness that may have been incurred for his/her account during the term of the charter and in as good condition and in as clean a state as when delivery was taken. The Charterer agrees to pay a specified clean up fee if boat is not returned in a clean state.

The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit his/her return at the stated time. But should the Charterer not make re-delivery of the boat at the time and place herein above stipulated, for whatever cause, he/she shall pay a demurrage pro-rata to the Agent for the time that such delivery is delayed plus a late charge fee, and any loss that the owner may have sustained due to the delayed delivery in not being able to meet his/her Charter agreement with other charters, as well as expenses incurred in delivery of boat to port of release.

#### ASSIGNMENT

10. Charterer shall not assign or sublet his/her interest in the vessel without the prior written consent of the Agent.

#### NOTICES

11. All notices required to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly and properly given when delivered in person or mailed by first class mail, certified, postage prepaid, or by telegram, directed to the address of the respective party indicated at the beginning of this Agreement, or to such other address as the parties hereto may from time to time designate by written notice to the other, or which may appear among the books and records of FUN Maritime Academy.

#### FINANCE CHARGE/RETURNED CHECK

12. A finance charge of 1½% per month shall be charged on any balance, which remains unpaid by the Charterer after the due date. In addition, the Charterer shall pay and reimburse FUN Maritime Academy for all attorney's fees, court cost and other expenses, including expert witness fees and deposition transcripts, incurred by FUN Maritime Academy in connection with any litigation or threatened litigation, including, but not limited to, suit for collection of any moneys due FUN Maritime Academy, In addition to other remedies at law, a service charge (which sum shall not exceed the maximum permitted by state law) of thirty dollars (\$30.00) will be automatically made for each instance in which a check is returned unpaid for any reason by the Charterer's bank.

#### ATTORNEY'S FEES

13. In the event that any action, arbitration, and/or litigation is filed in relation to this Charter Agreement, the Agent shall not be responsible for any attorney's fees incurred by the Charterer, regardless of the outcome of such action. In the event that it is necessary for Agent to institute any action, arbitration, or legal proceeding to enforce any term or condition of the Agreement against Charterer, Agent shall be entitled to recover all reasonable attorney's fees incurred in any such action, arbitration, and/or legal proceeding. Charterer is responsible for all fines, penalties, attorney's fees and costs incurred by Agent or the owner of the chartered vessel in the event the chartered vessel is seized, detained, or confiscated by any government agency as result of the activities of Charterer. In the event any legal action may be brought by FUN Maritime Academy to enforce any term or provision of this Agreement, FUN Maritime

Academy shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

#### LIMITATION OF WARRANTY

14. Agent makes no representations, warranties, expressed or implied, except as otherwise expressly contained in this Agreement.

#### HEADINGS

15. The headings in this Agreement are inserted for convenience only and are not to be considered in construction of the provisions hereof.

#### CONSTRUCTION AND ENFORCEMENT

16. This Agreement shall be construed and enforced pursuant to the laws of the State of Florida. Furthermore, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their successors and assigns.

#### ENTIRE AGREEMENT

17. This agreement contains the entire understanding and agreement of the parties, and all prior oral representations, promises, statements and understandings are merged into this Agreement.

#### AMENDMENTS TO THIS AGREEMENT

18. This Agreement cannot be orally changed, modified or amended. Any such change, modification or amendment can only be made by a written agreement dated and signed by both of the parties.

#### WAIVER OF BREACH OF AGREEMENT

19. If either party waives enforcement of a breach of any term or provision of this Agreement of the other party, that waiver shall not operate or be construed as a waiver of subsequent similar breaches.

#### SEVERANCE

20. In the event that one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

#### NO PARTICIPATION

21. This Agreement is not intended to constitute, create or give effect to a joint venture, agency, partnership, or formal business organization of any kind. Rights and obligations of each party shall be limited to those expressly set forth in this Agreement.

#### INDEMNIFICATION

22. The Charterer shall at all times indemnify, save and hold harmless FUN Maritime Academy and its officers, agents, employees and contractors from and on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic and non-economic damages sustained by or alleged to have been sustained by any person or entity, except when caused solely by the gross negligence or willful misconduct of FUN Maritime Academy.

#### LIABILITY, HOLD HARMLESS AND INDEMNITY

23. CHARTERER SHALL BE LIABLE FOR ALL LOSS, DAMAGE, AND EXPENSE RESULTING IN ANY WAY FROM A BREACH OF THE TERMS OF THIS CHARTER AGREEMENT. CHARTERER ALSO AGREES, BY SIGNING THIS CHARTER AGREEMENT, ON HIS/HER BEHALF AND ON BEHALF OF THE MEMBERS OF THE PARTY ABOARD THE BOAT, INCLUDING MINOR OR INFANT CHILDREN, THAT PARTICIPATION IN THIS CHARTER SHALL BE AT CHARTERER'S SOLE RISK. CHARTERER EXPRESSLY WAIVES, DISCHARGES, INDEMNIFIES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE AND RELEASES THE BOAT OWNER, AGENT, FMA, LLC., THE BOAT YARD, INC., AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS ("RELEASEES") FROM ANY AND ALL LIABILITY FOR ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMAND ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR RESULTING IN DEATH HOWEVER RESULTING OR CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

To the true and faithful performance of the foregoing agreement, the said parties hereto bind themselves, their heirs, personal representatives, and assigns, each to the other.

RENTAL FEE.....	\$ _____	<b>*ACCESSORIES</b> <input type="checkbox"/> GRILL <input type="checkbox"/> GATORADE <input type="checkbox"/> WATER <input type="checkbox"/> T-SHIRT <input type="checkbox"/> HAT <input type="checkbox"/> SUNGLASSES <input type="checkbox"/> DO-RAG <input type="checkbox"/> CAMERA <input type="checkbox"/> GLOVES <input type="checkbox"/> DRY BAG <input type="checkbox"/> REPAIR TAPE <input type="checkbox"/> WATERS BAG <input type="checkbox"/> KOOZIE <input type="checkbox"/> COACHING <input type="checkbox"/> CAPTAIN SVC <input type="checkbox"/> OTHER _____	BOAT NAME:
DISCOUNT.....	(\$ _____ )		<input type="checkbox"/> LORELEI <input type="checkbox"/> SIRENA <input type="checkbox"/> SCOOT <input type="checkbox"/> SKIFFY <input type="checkbox"/> ELISA <input type="checkbox"/> MARINA SEA <input type="checkbox"/> EMERALD <input type="checkbox"/> FREE SPIRIT <input type="checkbox"/> ALL OUT <input type="checkbox"/> _____
FUEL.....	\$ _____		RATE DESCRIPTION:
ACCESSORY*....	\$ _____		<input type="checkbox"/> ALL DAY <input type="checkbox"/> 4 HOURS <input type="checkbox"/> 2 HOURS <input type="checkbox"/> HOURLY @ _____ HOURS
OPTIONAL PDW	\$ _____		DATE OF RENTAL ____/____/____
SUBTOTAL	\$ _____		TIME OUT _____
SALES TAX.....	\$ _____		TIME BOAT DUE BACK _____
<b>TOTAL</b>	<b>\$ _____</b>		ACTUAL TIME RETURNED _____
<b>ADDITIONAL CHARGES</b>			
EXTENDED HOURS .....	\$ _____		
REFUELING SERVICE .....	\$ _____		
OTHER FEE.....	\$ _____		
SALES TAX.....	\$ _____		
<b>TOTAL</b>	<b>\$ =====</b>		

PAID BY:

VISA             M/C             CHECK  
 DISCOVER       CASH

PAYMENT DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

SECURITY DEPOSIT:

VISA             M/C             CHECK  
 DISCOVER       CASH

BY SIGNING THIS AGREEMENT THE CHARTERER AND SKIPPER (IF APPLICABLE) HEREIN CERTIFY THAT THEY AGREE AND UNDERSTAND THE ABOVE AND ALL TERMS, CONDITIONS AND OBLIGATIONS OF THE RENTAL AGREEMENT, AND FURTHER CERTIFY THAT THEY ARE NOT NOW NOR WILL BE AT ANY TIME DURING THE OPERATION OF THE BOAT DURING THE CHARTER PERIOD, UNDER THE INFLUENCES OF ALCOHOLIC BEVERAGES OR DRUGS.

CHARTERER **X** \_\_\_\_\_  
SIGNATURE

SKIPPER **X** \_\_\_\_\_  
(SIGNATURE, IF OTHER THAN CHARTERER)

THANK YOU FOR DOING BUSINESS WITH US!  
 HAVE A GREAT DAY AND COME AGAIN!