

**Pine Island Time
5414 Martin CV,
Bokeelia, FL 33922
239-898-7484**

BOAT RENTAL AGREEMENT

Release of Liability and Rental Agreement

Pine Island Time, dba of 3 Palm LLC., located in Lee County (hereinafter referred to as Pine Island Time agrees to rent one (1) Marine Vessel (hereinafter referred to collectively as a vessel), only upon the following agreement, conditions and signed release by the Renter, whose signature appears below.

Int. _____ I, the Renter, Agree and Understand that my Rental Vessel is to be used and operated solely by myself. I, Understand that I am participating in a sport with possible risks to myself and others. I agree to return this Vessel to Pine Island Time at the end of the rental period in the same condition in which I received it. I **ASSUME FULL LIABILITY FOR ANY AND ALL DAMAGE TO THIS VESSEL** while it is in my custody. Further, **I AM RESPONSIBLE FOR THE SAFETY OF MYSELF AND ALL MY GUESTS** I may have in the vessel.

Int. _____ I hereby state, that to the best of my knowledge, **I AM IN GOOD PHYSICAL AND MENTAL CONDITION** and I have been **EXPLAINED VESSEL SAFETY PROCEDURES**. I **Voluntarily ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO MY PERSON OR PROPERTY**, which may be incurred from or be connected in any manner **WITH MY USE, OPERATION OR RENTAL** of a vessel from Pine Island Time. **I HEREBY RELEASE** Pine Island Time, its agents and employees, **FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS OR INJURY** (of whatever kind, nature or description) that may arise out of, or I may sustain, **IN CONNECTION WITH MY USE, OPERATION OR RENTAL** of a vessel from Pine Island Time. **I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS** Pine Island Time, its agents and employees **FROM ALL CLAIMS, DEMANDS ACTIONS, CAUSES OR ACTIONS**, including attorneys fees, expenses and costs. **OF MYSELF OR OF THIRD PARTIES (OF WHATEVER KIND, NATURE OR DESCRIPTION)**, which may arise out of, or in manner connected with, or **CAUSED BY MY USE OR THE USE BY MY GUESTS OR AGENTS**), OR OPERATION OR RENTAL of a vessel from. Pine Island Time. **THIS RELEASE AND INDEMNIFICATION SHALL BE BINDING** upon my heirs, Administrators, Executives and Assigns. Any Action of dispute will be **ARBITRATED BY A COURT OF LAW IN LEE COUNTY, Florida** or the closest **FEDERAL MARITIME COURT OF LAW**.

Int. _____ Alternate vessel supplied when mechanical problems or any other unseen developments cause the failure of the reserved vessel to perform for the intended boat rental period. We reserve the right to exchange the rental vessel reserved with another boat of the same size or larger.

Int. _____ All vessels being returned should be in the same condition as received. Upon arrival the boat will be filled back up to full with fuel and oil will be added as needed. Oil is \$9 per quart and fuel is \$6.75/ga. In the event that you put oil or fuel in the boat prior to its return you must use 90 recreational fuels. The boat should be clean and we reserve the right to charge for all cleaning done upon the return of the boat.

Int. _____ All boat rentals MUST return to Dock 5414 Martin CV, Bokeelia at/or before 4:30 p.m. unless in writing authorized to operate after that time. ANY boats returning AFTER THIS TIME ARE CHARGED \$110.00 PER HOUR. Crewmembers are required to be on hand at your expense for boats returned late. Boats returned prior to the end of the rental agreement will not be reimbursed for time not used on the boat. Any tow boat expense is solely the expense of the renter. Our support services are limited to calls of record by 5:00 p.m.

Int. _____ I AGREE TO A RENTAL FEE AND A SECURITY DEPOSIT OF \$500.00(Five Hundred dollars) WHICH WILL BE APPLIED TO THE PAYMENT FOR ANY AND ALL DAMAGE to the vessel occurring during the period of this Rental Agreement. I understand that I WILL REMAIN LIABLE FOR THE PORTION OF ANY DAMAGE COST EXCEEDING MY DEPOSIT, including attorney's fees, expenses and costs incurred.

Int. _____ I CERTIFY THAT I AM AN EXPERIENCED OPERATOR of a motor boat and will only go the areas agreed upon with Pine Island Time representatives and described in my float plan. Under No Circumstance is the vessel allowed to enter the Gulf of Mexico. I CERTIFY THAT I HAVE READ THIS AGREEMENT AND RELEASE AND THAT I UNDERSTAND ITS CONTENTS AND INTENTIONS. I CERTIFY THAT I AM AT LEAST TWENTY TWO (22) YEARS OF AGE.

Rental Fee \$ _____ Tax(6%) _____ =Total _____

Date _____ Renter _____

Drivers License # _____

Address: _____

Phone Number: _____

Signature _____ Date _____

Chart Given	Chart Received back
Fuel Full	Fuel Used:

Security Deposit \$ _____ Credit Card Number for Deposit _____

Name on Card	MC V AMEX DISC
Card Number	
Ex Date	CVD

1. PINE ISLAND TIME IS NOT RESPONSIBLE FOR BOATS OUT PAST DUSK.
2. MARINA WILL CHARGE \$100.00 PER HOUR FOR ANY BOAT PROBLEM AFTER DUSK.
3. IF BOAT BECOMES AGROUND, OR BEACHED MARINA WILL CHARGE \$20.00 PER FOOT OF BOAT IN ADDITION TO \$80.00 PER HOUR PLUS FUEL.
4. AT-DOCK JUMP STARTS DURING THE DAY \$40.00
5. BOATS TAKING MORE TIME TO CLEAN OVER AND BEYOND REGULAR WASHDOWN (REMOVING STAINS LIKE BLOOD) WILL BE CHARGED TIME AND MATERIALS AT \$80.00 AN HOUR.
6. ANY BOATS ARRIVING PAST 4:30P.M. WILL BE CHARGED \$110.00 PER LATE HOUR.
7. PROP DAMAGE, RECONDITION \$60.00-80.00
NEW PROP \$200.00 AND UP.

Customer signature _____