



## Vessel Rental Agreement

### **1. THE OWNER:**

Full Name: Sandbarz Boats LLC

#### **The Renter**

Name:

Date of Birth:

Telephone Number:

Permanent Address:

Local address (If not the permanent address):

Number of people aboard the Vessel:

#### **Emergency Contact Information:**

Name:

Telephone Number:

Address:

#### **Rental Location:**

The parties choose the rental location above as their physical addresses for the rental. Unless otherwise noted the vessel must be returned to this location.

### **2. RENTAL PERIOD:**

The Owner agrees to rent the above-described boat (and motor) to the Renter for the following period:

Starting Date/Time:

Ending Date/Time:

**3. THE OBJECT OF THE RENTAL (the Boat/Vessel) IS:**

Type of Boat:

Make and Color:

Model:

Year:

Registration Number:

Make and Type of Motor:

Hull Identification Number:

Rated Passenger/Weight Carrying Capacity:

Description of Lifesaving and Safety Equipment: ALL SAFETY EQUIPMENT IS PROVIDED AND MUST BE ON THE VESSEL AT ALL TIMES. IF NOT ON THE BOAT AT THE END OF RENTAL PERIOD RENTER WILL BE FULLY RESPONSIBLE FOR ALL COSTS.

**3. RENTAL RATE:**

The Renter hereby agrees to pay the owner at the rate of \$ \_\_\_\_\_ plus tax per \_\_\_\_ day \_\_\_\_ half day, AND / OR at the rate of \$ \_\_\_\_\_ per hour for the use of the above-described boat.

All fuel used shall be paid for by the Renter.

There shall be no additional Rental Fees for the Lifesaving and Safety Equipment.

**5. CONDITION OF BOAT AND MOTOR:**

The Owner states that to the best of his knowledge and belief that above described boat (and motor) is in sound and safe condition and free of any known

defects or faults which would affect its safe and reliable operation under normal use.

The Owner further states that all required lifesaving and safety equipment are aboard the boat and in good order and condition at the time of delivery to the Renter for this boat rental agreement.

## **6. QUALIFICATIONS:**

The Renter states that he is mentally and physically able and legally qualified to operate the above-described boat. The renter also states that they have completed a boaters safety course approved by FWC and/or NSBLA or are otherwise exempt.

The Renter understands that per Federal Regulations the Engine Cutoff Switch (Safety Lanyard) must be attached to the operator's person, worn flotation device, or clothing, while the boat is underway.

**The Renter understands that per Florida Law, a child under the age of 6 must wear a USCG-approved Type I, II or III personal flotation device while onboard the vessel while the vessel is underway. It is strongly recommended that all on board wear a lifejacket while the vessel is underway.**

## **7. EXCLUSIONS:**

The rented boat shall not be used between sunset and sunrise.

The rented boat shall not be used to carry passengers or property for hire.

The rented boat shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated in capacities stated above.

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The rented boat shall not be used to push, propel or tow another boat, barge, tube, ski, wakeboard, or any other thing without the written permission of the Owner.

The rented boat (and motor) shall not be used for any race or in any competition.

The rented boat (and motor) shall not be used for any illegal purpose.

The Renter shall not operate the boat (or motor) in a negligent manner.

The rented boat (or motor) shall not be operated by any other person other than the Renter named above without the written permission of the Owner.

The Renter shall not remove the motor from the boat for any reason whatsoever.

No passengers shall ride on the outside (bow deck, stern decks, gunnels or other areas outside of the confines of the boat's cockpit) of the boat while it is underway.

The renter shall not consume alcohol or other intoxicants while underway. The renter shall not operate the boat while intoxicated. For this section "intoxicated" means the same as "under the influence" according to Florida State Statute 327.35.

The boat shall be operated in accordance with all Local, State, and Federal Laws, Rules, and Regulations.

The Renter is solely responsible for any violations issued by any government agency while the boat is in their care.

Furthermore, the Renter accepts all responsibility for all financial loss suffered by the Owner and agrees to reimburse Owner for any loss incurred due to the Renter's failure to comply with said laws, rules, and/or regulations.

## **8. CANCELATIONS AND REFUNDS:**

Sandbarz Boats reserves the right to refuse service without refund to any individual (or group), if in the opinion of our staff a question exists regarding their ability to understand and follow the rules, regulations, safety instructions, laws, and/or operation of the boat. Sandbarz Boats will not be liable for any penalty or other cost associated with a cancelation for any reason.

Cancelation by Renter- The Renter may cancel for any reason within 14 days of the rental date for a full refund. A cancellation between 13 and 2 days prior to the reservation date will result in any deposit paid being moved to a future rental. Any reservation cancelled within 48 hours of the rental will result in a forfeiture of any money paid.

Cancelation due to weather- In the event the National Weather Service issues a small craft advisory for our area, or in the sole opinion of Sandbarz Boats the weather is otherwise unsuitable a full refund or credit towards a future rental will be provided. A cancelation decision will be made within 24 hours of the reservation time. The renter will decide if they would like a refund or credit.

Cancelation due to mechanical failure- The renter understands that boats are machines and as such break down from time to time. While Sandbarz Boats does everything possible to limit these failures, they are at times unavoidable. Should a rental be cancelled due to mechanical failure prior to delivery, the sole remedy will be a full refund or credit towards a future rental. The renter will decide if they would like a refund or credit.

**9. INSURANCE:**

The Renter hereby agrees that they shall be held fully responsible for any and all loss of, or damage to the boat and/or equipment and/or motor during the term of this Boat Rental Agreement not covered by insurance. This is whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment or motor. The renter understands that they will be financially responsible for any loss and/or damage done to the boat, motor, or equipment while the same is in their custody.

The renter understands that Sandbarz is not responsible to retrieve them should they become stuck, or lodged, or otherwise unmovable due to running aground, beaching, or otherwise becoming stuck. Sandbarz strongly recommends that the renter obtain a membership to Boat US which will cover 100% payment for offshore & restricted dock tows. Or a similar service. This coverage can be obtained here:

<https://www.boatus.com/boatusmembershipexpress/page0.aspx?programtype=MW SBUSJOIN&programtypecode=mwsjoin&promocode=HEWAF118>

Per FSS 327.54 Sandbarz Boats LLC's Liability Insurance Carrier is Kinsale Insurance, Policy Number 0100197723-0. Their contacted by email at Newclaimsnotices@kinsaleins.com, Fax: 1-804-482-2762, Attention Claims Department, Mail: Claims Department Kinsale Insurance Company, P.O. Box 17008, Richmond, Virginia 23226, Street Address: 2035 Maywill Street, Suite 100, Richmond, Virginia 23230.

**10. SECURITY DEPOSIT:**

The Renter further agrees to make a deposit of \$ \_\_\_\_\_ with the Owner, said deposit to be used, in the event of loss of or damage to the boat or equipment

or motor during the term of this Boat Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement.

In the absence of damage or loss, said deposit shall be credited toward payment of the Rental Rate and any excess shall be returned to the Renter.

The Renter agrees to keep a valid credit card on file with an available balance of at least \$500 per day that the Renter will be in possession of the vessel. The renter agrees to keep this card on file with the Owner for the duration of the rental. The Renter agrees that this card may be charged and authorizes the Owner to charge for any money owed including fuel costs, damages, and rental fees up to \$500.00 for each day of rental.

#### **11. RETURN OF BOAT, EQUIPMENT & MOTOR**

The Renter hereby agrees to return the above-described boat, equipment, and motor to the Owner at the location from which it was rented no later than -

\_\_\_\_\_.

The renter will not abuse, neglect, or in any other way damage or loose the boat or safety equipment. Any item or equipment found to have been lost or damaged (beyond normal wear and tear) during the rental will be the responsibility of the Renter. The renter agrees to reimburse the Owner at the Fair Market Value for said loss or damages.

**NOTICE: Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to he property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, Florida Statutes.**

**Renters Initials acknowledging this above paragraph:**

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The Renter agrees to return the boat with the same level of fuel as when rented.

The Renter may elect to refuel at a local marina or may pay the Owner at a rate of MARKET PRICE per gallon used upon conclusion of the rental.

The renter understands that the boat has a \_\_\_\_\_ gallon fuel capacity.

### **12. INDEMNIFICATION:**

In consideration for being permitted to rent the vessel and equipment stated above (the above stated vessel), I hereby voluntarily release, waive, discharge, covenant not to sue and relinquish against Sandbarz Boats, LLC., its officers, agents, contractors, servants, volunteers, or employees (herein after the “releasees”) from any and all actions or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my using the above stated vessel whether caused by the negligence of the releasees, or otherwise, while participating in such activity.

I, for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or causes of action, aforesaid, which may hereafter arise for me and/or for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, or present any claim for personal injury, property damage or wrongful death against the releasees.

I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in the use of the above stated vessel, whether caused by the negligence of releasees or otherwise. I understand that I am responsible for obtaining and pay the cost of



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treatment for any injuries sustained while participating in the use of the above stated vessel.

I further hereby agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to my use of the above stated vessel whether caused by negligence of releasees or otherwise.

It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releasees. I hereby further agree that this waiver of liability and hold harmless agreement shall be construed in accordance with the laws of the State of Florida, and venue for any legal proceeding or lawsuit relating to this release shall be in Charlotte County, Florida. I expressly acknowledge that this release is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

I agree that in any event that any clause or provision of this release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this release, which shall continue to be enforceable.

In signing this release/waiver, I acknowledge and represent that I have read the foregoing release/waiver of liability and hold harmless agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least twenty one (21) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

**13. SEVERABILITY:**

In the event that any paragraph or portion of this contract is deemed void by law or a court of competent jurisdiction, the remaining paragraphs will remain in full force and effect.

**14. JURISDICTION:**

The parties consent to the venue of the 20<sup>th</sup> Judicial Circuit in Charlotte County, FL for any dispute arising from this agreement.

By affixing my signature either in ink or digitally I acknowledge receipt of this agreement to which I will comply. I have read and understand it, and all of my questions relating to this agreement have been answered.

DATE SIGNED:

RENTER:

RENTER: