

Vessel Owner: DMC Intl. LLC
 Phone: 727-412-4427

**BAREBOAT CHARTER
 AGREEMENT AND RELEASE**

**DIRECTIONS: PLEASE READ AND FILL
 IN ALL FIELDS. INITIAL THE BOTTOM
 RIGHT CORNER OF EACH PAGE AND
 SIGN THE LAST PAGE.**

Charterer's Name		Charterer's Phone	
Charterer's Birth Date		Charterer's Email	
Charterer's Address			

Vessel Owner agrees to rent/lease the vessel under the laws governing bareboat charter guidelines to the Charterer, upon the condition that Charterer agrees to all terms and conditions set forth below, including the release of claims, and evidence that agrees with his/her signature in the space provided. This agreement is a bareboat charter agreement. All charterer's must review the bareboat charter law under USCG guidelines https://homeport.uscg.mil/Lists/Content/Attachments/77072/PVSA_NVIC_7-94.pdf.

Vessel Type		Vessel ID#	
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The Vessel shall be rented for the time period and hourly rate specified as follows:

Time Out		Time In (Scheduled/Actual)	
Hourly Rate		Total Hours	
TOTAL RENTAL AMOUNT		SECURITY DEPOSIT DUE	

 Vessel Owner Initials

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE VESSEL OWNER FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE VESSEL. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

1. The charterer is responsible for selecting and hiring the crew/captain.
2. The captain and crew are selected and paid directly by the charterer. The Charterer was given a choice of 2 or more captains to select from a list.

3. All food, fuel, and stores are provided by the charterer.
4. All port charges and pilotage fees, if any, are paid by the charterer.
5. Insurance (if desired) is obtained by the Charterer. If damage exceeds the deposit amount on page 1, the Charterer is responsible for all repair costs and loss of income resulting from the broken Vessel.
6. The charterer may discharge, for cause, the captain or any crew member without referral to the owner.
7. The Vessel is to be surveyed upon its delivery and return. The vessel owner has released all operational control of the Vessel meaning possession, command and navigation of the Vessel is solely the charterer's responsibility during the bareboat charter.
8. The Charterer is responsible for fuel costs. Fuel is billed after the charter and is deducted from your deposit.
9. Passenger capacity is ___ on the above identified Vessel ID.
10. If the Charterer is not familiar with the specific vessel operations, the charterer should request instructions via in person or instructional video prior to starting their rental. NO NIGHT BOATING.
- 11. The Charterer confirms having 2 or more years experience operating this type of vessel (vessel ID above) or larger.**
- 12. The Charterer confirms no marine losses in the past 10 years, no violations/suspensions including auto in the last 5 years and no criminal convictions or pleas of no contest ever.**

RELEASE AND WAIVER OF CLAIMS.

FOR VALUABLE CONSIDERATION INCLUDING THE RIGHT TO USE THE VESSEL, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CHARTERER AND ALL PASSENGERS DO HEREBY RELEASE, WAIVE AND DISCHARGE THE VESSEL OWNER, VESSEL OWNER'S REPRESENTATIVES, EMPLOYEES, AGENTS, AND ADVISORS ("RELEASEES"), FROM ANY AND ALL ACTIONS, DAMAGES, CLAIMS OR DEMANDS WHICH CHARTER, PASSENGERS AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS OR ASSIGNS ("RELEASORS") MAY HAVE AGAINST ANY AND ALL OF THE AFOREMENTIONED RELEASEES FOR ANY AND ALL ACTIONS RELEASEOR MAY HAVE BY REASON OF ANY MATTER, CAUSE, OR THING WHATSOEVER ARISING OUT OF THIS AGREEMENT; OUT OF THE USE (MISUSE, OR ABUSE) OF THE VESSEL; OR IN ANY WAY ARISING OUT OF THE RENTAL RELATIONSHIP BETWEEN CHARTERER AND VESSEL OWNER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), KNOWN OR UNKNOWN, WHICH ANY RELEASEE MAY HAVE OR MAY INCUR BY PARTICIPATION IN THE ABOVE STATED ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OR OTHER ACT OF RELEASEES OR ANOTHER PARTICIPANT IN THE ACTIVITY. RELEASORS FURTHER EXPRESSLY AGREE THAT THE FOREGOING ACKNOWLEDGMENT OF RISK AND WAIVER OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF FLORIDA AND THAT IF ANY PORTION IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charterer hereby expressly agrees to indemnify and hold harmless Vessel Owner, Vessel Owner's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Charterer's use, misuse or abuse of the Vessel.

Terms and Conditions

1. Assumption of Risk. Charterer acknowledges that the activities for which the Vessel is designed include inherent dangers, including the risk of bodily injury and/or death. Charterer assumes and accepts all risks associated with the use of the Vessel on behalf of Charterer and any passenger. In the event of the Vessel needing a tow, the Charterer is responsible for all costs associated with a commercial tow. It is

recommended that the Charterer first asks a fellow Vessel owner for assistance prior to calling a commercial tow or ask the Vessel owner for options.

2. Acceptable Use. Charterer agrees and acknowledges that he/she will be the sole operator of the Vessel, and will use the Vessel in a careful, safe and conscientious manner. Charterer shall at all times obey all state, federal and local Vesseling Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating, renting, or in possession of the Vessel. Charterer is solely responsible for any citation or violation occurring during the use of, or as the result of using, such Vessel. Further, Charterer shall observe and adhere to any rules and guidelines posted or in effect by the Vessel Owner. Charterer is solely responsible for all violations of such policies and procedures committed during the rental period, even if committed by persons other than Charterer.

3. Safe Operation and Handling of the Vessel. Charterer shall be responsible at all times for the safety of any and all passengers on the Vessel. Charterer represents and warrants that he/she:

a. has examined the Vessel and finds it in good working order, condition, and repair and that there are an adequate number of life jackets on board and available for all passengers.

b. is capable of safely operating and handling the Vessel.

c. has adequate skills, knowledge and experience to safely operate the Vessel for the purposes intended within the scope of his/her planned activity and that Charterer has made adequate preparations with regard to all participants to ensure safe completion of the trip.

d. has disclosed the identities and relevant information required by the Vessel Owner regarding all intended participants in the use of the Vessel subject to this agreement.

e. agrees to use all equipment for its designed purpose only.

4. Prohibited Activities. Charterer shall not violate any of the following rules and regulations during his/her operation of the Vessel:

- There is **no smoking** while in the Vessel.

- **Consumption of alcohol or other drugs which may impair Charterer's abilities while operating** the Vessel.

- There are **no pets** permitted on the Vessel unless the Vessel owner approves in writing.

5. Children. All passengers on the Vessel are encouraged to wear life jackets at all times while on board the Vessel. **Children under six years of age must wear a USCG-approved life jacket at all times while on any vessel less than 26 feet in length that is underway upon Florida waters.**

6. Unsafe Use. If at any time, the Charterer has engaged in an unsafe or hazardous use of the Vessel or otherwise, the Charterer is to immediately terminate the rental. Upon termination, Charterer must return the Vessel to the designated docking area immediately. If the rental is terminated for unsafe or hazardous use, Charterer will not be refunded his/her security deposit.

7. Condition of Vessel Upon Return. The Charterer shall return the Vessel to the designated docking area clean, free of garbage and debris, and in the same condition as it was in when given to Charterer, excepting ordinary wear and tear. Charterer shall be responsible for any damage caused to the Vessel during the rental period. Vessel Owner shall retain any portion (or all) of Charterer's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Vessel exceed the amount of the security deposit, Charterer shall be billed by Vessel Owner for the full amount of damages caused by Charterer during the rental period, including attorney's fees and loss of rental income.

8. Late Return. If Charterer returns the Vessel to the designated docking area more than 15 minutes after the predetermined "Time In," Charterer shall pay the prorated amount of 3X the hourly rate from their security deposit.

9. Arbitration and Venue. In the event of any controversy or claim arising out of or pursuant to or related to this Agreement, its execution, its effectiveness or subject matter between the Parties including, without limitation, any claims relating to injuries or of fraud, misrepresentation, fraud in the inducement, reliance or similar claims ("Dispute"), and if the Dispute cannot be resolved by negotiation, the Parties agree to submit all Disputes to binding arbitration before an arbitrator mutually agreeable to the Parties. If the Parties are unable to agree upon an arbitrator, then the arbitrator shall be appointed pursuant to the commercial rules for the American Arbitration Association (the "Rules"). The arbitration will be resolved by the arbitrator and applying the then-current Rules. Any such arbitration shall be held in Tampa, Florida. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. In order to prevent irreparable harm, the arbitrator may grant temporary or permanent injunctive or other equitable relief for the protection of property rights. Issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration;

all other aspects of the agreement shall be interpreted in accordance with and the arbitrator shall apply and be bound to follow the substantive laws of the State of Florida. Each party shall bear its own attorneys' fees associated with negotiation, arbitration and any related other costs and expenses shall be borne as provided by the Rules. This Agreement shall be construed under and controlled by the laws of the State of Florida.

CHARTERER HAS READ AND UNDERSTANDS ALL OF THE TERMS, CONDITIONS AND RULES SET FORTH ABOVE, AND AGREES TO ALL TERMS, INCLUDING WAIVERS AND LIABILITY LIMITATIONS WITHOUT RESERVATION.

Charterer
_____ <i>Signature</i>
_____ <i>Print Name</i>
_____ <i>Date</i>

Vessel Owner
_____ <i>Signature</i>
_____ <i>Print Name</i>
_____ <i>Date</i>

**CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND
LIABILITY WAIVER AND RELEASE AGREEMENT**

IN CONSIDERATION of being permitted to participate in the charter/rental provided by **DMC Intl LLC dba Float Boat Rentals** (i) for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives, or assigns:

ACKNOWLEDGEMENT OF RISKS

I fully acknowledge that some, but not all of the risks of participating in the charter in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of and/or injury, illness or death resulting from insects, animals and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident; (8) slippery decks and/or steps when wet. **Initials** _____

I specifically acknowledge that I have been given instructions/training in the safe use of the type of equipment used during this charter to my complete satisfaction, I understand them fully and I am physically/mentally able to participate in the charter which I am about to engage. **Initials** _____

I understand that past or present medical conditions may be contraindicative to my participation in the charter/rental. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I affirm that I do not have any infectious disease or illness (e.g., COVID or similar variants). I affirm that I do not have a history of seizures, dizziness, or fainting, nor a history of heart conditions (e.g., cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems (e.g., emphysema or tuberculosis). I affirm that I am not currently suffering from back, spine and/or neck injuries. I affirm that I am not currently taking medication that carries a warning about any impairment of my physical or mental abilities. **Initials** _____

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of the [**Charter/Rental**] (iv) to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW). My/Our participation in the charter is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW. **Initials** _____

This Agreement shall be governed by the laws of **The United States of America** (v) Any legal action

relating to or arising out of this agreement against or with respect to **DMC Intl LLC dba Float Boat Rentals** (vi) shall be commenced exclusively in **The United States of America** (vii). Any legal action relating to or arising out of this Agreement against or with respect to any of it **DMC Intl LLC dba Float Boat Rentals** (viii) affiliated or related companies shall be commenced exclusively in the **Pinellas County Court** (ix). I agree that I will reimburse in full any attorney fees incurred by the assured or their Insurers to defend any legal action under this agreement. **Initials** _____

I HEREBY RELEASE **DMC Intl LLC dba Float Boat Rentals** (x) THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS, THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND/OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, EACH AND EVERY CRUISELINE OR COMPANY WHO FACILITATED PARTICIPATION AND/OR PURCHASE OF TICKETS, OR FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, PROPERTY LOSS OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF). **Initials** _____

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the renter/charterer, the operator named above, or their employees, agents, servants or assigns. I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE CHARTER TO HOLD HARMLESS AND IDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

Print Name: (xi):		Date of Birth:	
Address:		Email:	
Signature:		Date:	



Florida Fish and Wildlife Conservation Commission

Livery Pre-Rental and Pre-Ride Instruction

Checklist and Attestation

Initials in each block

Renter	Instructor	Operator Responsibility: Operator is responsible for the safe and proper operation of the vessel; Avoid careless, reckless and negligent operation of vessels; Effects of alcohol, controlled substances and stressors
Renter	Instructor	Navigation Rules: Maintain a proper lookout; Keep a safe distance from other vessels and objects; Operate at a safe speed for the conditions; location and environment; Operate in a defensive manner; Requirements to give way to other vessels and vessel right of way
Renter	Instructor	Aids to navigation; buoys and other waterways markers
Renter	Instructor	Special Waterway Hazards: Operate at slow speed minimum wake when within 300 feet of emergency vessels with activated emergency lights or within 300 feet of construction vessels displaying an orange flag
Renter	Instructor	Awareness of changes to weather or water conditions and proper responses to those changes
Renter	Instructor	Requirements for operating a vessel while a person is waterskiing or participating in similar activities identified in s. 327.37, F.S., if applicable.
Renter	Instructor	Propulsion, steering and stopping characteristics of vessels: Discuss in general and as to the specific vessel being leased or rented
Renter	Instructor	Location and content of manufacturer warning labels
Renter	Instructor	Location of and proper use of safety equipment
Renter	Instructor	Boarding, falling off, capsizing, taking on water, re-boarding and emergency procedures for dealing with these situations
Renter	Instructor	Problems seeing other vessels and being seen by them
Renter	Instructor	The dangers of wake or surf jumping and other reckless operations.
Renter	Instructor	Boating safety identification cards, age and engine requirements
Renter	Instructor	Photographic identification
Renter	Instructor	Boating Accidents: Causes and prevention of accidents; Legal requirements: remain on-scene, render assistance, report incident to authorities



Florida Fish and Wildlife Conservation Commission

Initials in each block

		Florida divers-down warning device requirements
Renter	Instructor	
		Noise, nuisances and other environmental concerns
Renter	Instructor	
		Manatee awareness (if applicable to location)
Renter	Instructor	
		Ecosystem awareness based on local issues
Renter	Instructor	
		Specific operational characteristics of the vessel being leased or rented
Renter	Instructor	
		Local characteristics of the waterway where the leased or rented vessel is intended to be operated, to include: Navigational hazards; Boating restricted areas; Water depths
Renter	Instructor	
Personal Watercraft		
		Specific personal watercraft (PWC) safety requirements: Required to wear PFD; Required use of kill switch lanyard; Location of sound producing device and fire extinguisher; Minimum age to legally operate; Lawful hours of operation
Renter	Instructor	
Paddlecraft		
		Requirements for operating paddlecraft within the marked channel of the intracoastal waterway
Renter	Instructor	
Off-Site or extended period use		
		Instruction on care and maintenance of the leased or rented vessel: Fueling and ventilation; Trailing and transporting; Float plans; how and when to complete a float plan; Specific local hazards, e.g.: bodies of water, weather, dams, cold water, commercial vessel traffic
Renter	Instructor	
		Conducted an on-the-water demonstration and check ride to verify the prospective operator's ability to safely operate the vessel to be leased or rented
Renter	Instructor	
		I hereby acknowledge I have provided the required pre-rental and pre-ride instruction as specifically acknowledged above.
Date:		<i>Name of Livery Instructor and signature</i>
		I hereby acknowledge I have received the required pre-rental and pre-ride instruction as specifically acknowledged above, and I understand the rules and information provided in this orientation.
Date:		<i>Name of Renter and signature</i>