

Boat Rental Contract with Little Bay Marine, LLC (LBM)
1838 Broadway, P. O. Box 133 Rockport, Texas 78382 361-557-1159

Date Reserved: _____ Date Needed: _____ Pickup: _____ A.M. P.M.
 Name: _____ Return: _____ A.M. P.M.
 Address: _____
 City: _____ State: _____ Zip: _____ D.L. # _____
 Local Address: _____
 Cell Phone: _____ Other Phone: _____

Reservation Deposit & Rain Check Policy

Renter Initials: _____

I have acknowledged the reservation deposit, paid by cash or credit card, is NONREFUNDABLE even in the event I do not use the rental boat. I have (1) year from reservation date to use the boat, excluding Memorial Day and Labor Day weekends and the week of July 4th.

Damage / Security Policy

Renter Initials: _____

Renter is required to provide LBM a major credit card to pay for rented equipment returned late, damaged, or lost.

Boating Rules:

Renter Initials: _____

- 1) Boat is not allowed in JETTIES AT PORT ARANSAS, ESTES FLATS, CALIFORNIA HOLE, REDFISH BAY COPANO BAY AND ST. CHARLES BAY.
- 2) If alarm goes off, or boat is run aground, turn motor off, get out of the boat and push to deeper water (3' feet deep).
- 3) All areas inside Little Bay are "No Wake" zones.
- 4) Do not use boat for water skiing or tubing.
- 5) Boat is not to be tied to any structure in the bays.
- 6) Boat is to be operated only during daylight hours.
- 7) I/We have discussed a navigation plan w/LBM agent for the day of this specific rental term.

Cleaning /Late Fee/Loss of Equipment

Renter Initials: _____

- 1) I will return boat clean or will pay an additional charge of \$50.00 and up.
- 2) I will pay replacement cost for any loss of equipment (ice chest, anchor, life preservers, etc.)
- 3) I have inspected the boat prior to taking possession and am completely satisfied with its condition, appearance, features, performance, operation and agree that if I were not satisfied with the boat or watercraft, I would not depart from the dock.

I have been instructed by an LBM employee and understand the proper use of this equipment. **Renter Initials:** _____

THERE IS A \$100.00 PER HOUR LATE FEE FOR ALL BOATS NOT RETURNED ON TIME, BOAT DUE BACK TO LBM AT _____.

I HAVE READ BOTH SIDES OF THIS CONTRACT AND UNDERSTAND MY RESPONSIBILITIES ARE LEGALLY BINDING AND ENFORCEABLE.

Renter Signature: _____ **Date:** _____

Boat Rental Fees:

Boat: _____ **for** _____ **day(s)**

Rental Fee: \$ _____

Tax: \$ _____

Subtotal: \$ _____

Less Deposit-50%: \$ _____

Balance of Fee Due: \$ _____

Balance Due: \$ _____

Additional Charges:

Cleaning: _____ **Loss of Equip:** _____

Other/Late Fee : _____ **Total:** _____

CC#: _____

Expiration Date: _____ **SC:** _____

Paid with: CC CA **Date:** _____

Paid with: CC CA **Date:** _____

Paid with: CC CA **Date:** _____

Renters Duties and Obligations

Renter hereby rents from LBM the foregoing watercraft equipment (the "equipment") for the period(s) and charges specified. Renter agrees, as further consideration for such, that Renter and all members of Renter's party will comply with the following Duties and Obligations.

- (1) All rented equipment must be operated in strict compliance with all state and federal laws and in compliance with all safety and operating procedures given by LBM employees, and/or posted on the premises and/or listed on the equipment, and with the aforementioned rules. Failure to follow the law, procedures, posted instructions, or any verbal instructions authorizes LBM to immediately terminate this agreement. LBM reserves the right to refuse use of the equipment to anyone.
- (2) Renter understands the Renter is hereby assuming responsibility for all persons in Renter's party, whether adults or minors, utilizing any of the equipment, and for their acts which may cause damage or injury to property or persons. Renter is at least **25** years of age, in good health, not under the influence of alcohol or drugs and is otherwise capable of safely operating the equipment.
- (3) Renter agrees that Renter will not allow any other person to operate the equipment rented under this agreement, while under the influence of alcohol, drugs, or who is not in good health, or for any other reason is not capable of safely operating the equipment. Renter also agrees to disclose below to LBM, at the time this agreement is signed, any known medical conditions which could affect the ability of Renter or any member of Renter's party to safely operate the equipment.
- (4) Renter agrees to promptly return all equipment rented to the LBM launch area at the end of the rental period ("Return Time") in good condition. Renter agrees that Renter is liable for all "Additional Charges" as may be determined by LBM upon return of the equipment. Renter shall immediately notify LBM if equipment is damaged or stolen.
- (5) Renter understands and agrees that LBM reserves the right to require Renter to relinquish the use of the equipment at any time due to unsafe or improper use. If, in the opinion of any LBM employee, Renter becomes incapacitated, violates any terms of this agreement, or allows unauthorized or unfit person(s) to operate the equipment, Renter agrees and understands no portion of the rental fee will be refunded.

Renter Initials: _____

Renter Responsible for Loss or Damage and Cost of Repair to Equipment

Renter agrees to pay the full cost of repairing any damage occurring to the equipment during the period rented under this agreement and/or while it is in the Renter's possession and control. Such cost of repairing will include not only all parts and labor, but also loss of revenue due to the "down time" as determined by LBM. Renter hereby authorizes LBM to charge against, or retain the damage/security deposit described above as partial payment for damage or loss. If such damage/security deposit is not adequate to pay the full amount of such repairs or replacement, Renter will immediately pay the balance due upon demand by, or make other arrangements satisfactory to LBM.

Renter Initials: _____

Renter Assumes Risk, Releases and Agrees to Indemnify LBM From All Claims

Renter acknowledges that use of Watercraft Equipment is an activity involving personal danger and hazards. Renter acknowledges having been given and fully understanding the procedures and instructions regarding safe use and operation of the equipment, and Renter further agrees to comply with these procedures and instructions. Renter understands the duties/responsibilities owed by Renter (see above). Renter voluntarily participates in these activities with full knowledge of the dangers and hazards involved and Renter expressly agrees to accept these risks and accept responsibility for any and all injury, death, or damage to persons or property occurring while equipment is being rented under the terms of this agreement.

Renter hereby voluntarily releases, discharges, waives, and relinquishes any and all claims or causes of action for personal injury property damage, or wrongful death occurring to Renter, or others, arising from the use of the watercraft equipment rented hereunder, or any activities incidental thereto. Renter further agrees to indemnify LBM, and hold harmless LBM, from and against any and all claims, actions, damages, costs, and expenses, including attorneys' fees, against or incurred by LBM, arising from any use of the equipment rented under this agreement, including any claims or actions by any person whom Renter allows to use the equipment while it is being rented under the terms of this agreement. All legal action will be in Aransas County, Texas.

I have carefully read this entire agreement (including Renter's Duties and Obligations and the Boating Rules from page 1) and I fully understand the terms herein contained and by signing, I agree to be lawfully bound to this agreement and that I am doing so of my own free will.

Initials: _____

Renter