

Bayou Cruisers NOLA Boat Rental Contract

Name: _____ Date: ____/____/____

Address: _____ City: _____ State: _____ Zip Code: _____

Cell Phone: _____ Home Phone: _____

Email Address: _____

Driver's License #: _____ State: _____

*****ALL RENTERS MUST BE AT LEAST 25 YEARS OF AGE WITH A VALID DRIVER'S LICENSE *****

****A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A VALID CREDIT CARD****

Boater Safety Course is required for ANYONE born after January 1st 1984

Name on Credit Card: _____

Credit Card Number: _____ Exp: _____ CVC: _____

Billing Address (if different from above): _____

Boaters Safety Course State _____

Deposit: Reservations require a deposit of \$100.00 per Day per Boat

Cancellation Policy: Reservations cancelled within 7 days will forfeit deposit unless boat can be re-rented

To be Initialed by Staff at time of Reservation

____ Cancellation Policy Explained to Customer ____ Reservation Taken By

____ Deposit Explained to Customer ____ Deposit Collected

____ Credit Card on File

Date Rented: _____ Number of People: _____ Rental Fee: _____

RENTAL FEES:

Maximum of 9 Persons

Pontoon Full Day 9:00am-5:00pm \$450.00 plus fuel and tax

Pontoon Half Day 8am-12pm or 1pm-5pm \$350.00 plus fuel and tax

**** LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT****

In Consideration of the agreement herein, Bayou Cruisers NOLA (herein after referred to as the LESSOR) agrees to lessee to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at a rate of \$50.00 per each half-hour.

Initial: _____

The lessee certifies that they have examined the craft and equipment and finds it acceptable and suitable for the purpose for which it is leased. That they will operate the craft in accordance with all safety rules and regulation as posted in this office or on the craft, and further certifies that they have read and understand said Rules and Regulations.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY.

Initial: _____

This certifies that I (we), the LESSEE(S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE(S) will not remove any equipment from St Tammany Parish and will operate that said craft within a TWELVE mile limit from THE POINTE MARINA and I (we) have familiarized myself/ourselves with a chart of the area. WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

Initial: _____

I authorize and allow Bayou Cruisers NOLA to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling or tax. Boat must be refueled before returning to Bayou Cruisers NOLA (fuel is available at The Pointe Marina)

Initial: _____

The LESSEE acknowledges they have carefully examined the craft and find it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that they will maintain both craft and equipment in a safe, dependable condition while he/she has custody.

Initial: _____

A major credit card authorization (Visa, MasterCard, Discover, American Express or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for

failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE.

Initial: _____

LESSEE agrees not to use, nor permit the use:

- a. Of the rental craft for any unlawful purpose;
- b. Of the rental craft in a careless or negligent manner;
- c. Of the rental craft while under the influence of alcohol or narcotics; or any other drugs
- d. By any other person not the signatory of the agreement, or not equally qualified;
- e. The rental craft after dark.

Initial: _____

LESSEE acknowledges responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates, and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation, or possession of said rental craft/ LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft, or any other causes whatsoever.

Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates, and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee, and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions, and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial: _____

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial: _____

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unity by the previous lessee, or any other cause beyond LESSOR'S control.

Initial: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial: _____

The rules and regulations contained herein and as posted in the office, on the craft, and/or on the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial: _____

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

Initial: _____

THE TERMS AND CONDITIONS ON BOTH SIDE OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND Lessor AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WIRTTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: Bayou Cruisers NOLA, by: _____ Date: _____

LESSEE: _____ Date: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT- FLORIDA

DISCLAIMER- This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Bayou Cruisers NOLA LLC. *(For purposes of this Waiver and Release, the term "Bayou Cruisers NOLA" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of Bayou Cruisers NOLA LLC.). If any other rental agreement is supplemented with this Release, the provisions of this release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that they are also signing this Release on behalf of undersigned's minor children. Renter agrees that they will disclose to Bayou Cruisers NOLA LLC. All potential operators, passengers, and users of said rental equipment, will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Bayou Cruisers NOLA LLC.**

Initial: _____

II. ACKNOWLEDGEMENT OF RISKS- The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action, and ships' wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results

in wetness, injury, exposure to the elements, hypothermia, drowning, and/or death; 4) Attack by or encounter with insects and marine life forms, not including, but not limited to sharks and/or stingrays; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim, and/or follow directions; 7) Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries and illnesses, including sunburn, sunstroke, or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Initial: _____

III. EXPRESS ASSUMPTION OF RISK- The undersign hereby agrees that they are renting, operating, or using the equipment provided by Bayou Cruisers NOLA LLC. at their own risk. The undersigned agrees that they voluntarily participate in all activities related to the rental, operation, or use of the rental equipment. The undersigned assumes full responsibility for the risks or personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, **even if the risks arise out of the negligence or fault of Bayou Cruisers NOLA LLC.**

Initial: _____

IV. WAIVER/RELEASE OF LIABILITY- By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Bayou Cruisers NOLA LLC from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Bayou Cruisers NOLA LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Bayou Cruisers NOLA LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Bayou Cruisers NOLA LLC shall not be responsible for such injuries, damages, loss, or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Bayou Cruisers NOLA LLC.**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Bayou Cruisers NOLA LLC.

Initial: _____

V. LIABILITY TO THIRD PARTIES- The undersigned hereby agrees that they will indemnify and hold harmless Bayou Cruisers NOLA LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control as a result of any and all activities related to the rental, operation, or use of equipment provided by Bayou Cruisers NOLA LLC, **even if such damages arise out of the negligence or fault of Bayou Cruisers NOLA LLC.**

Initial: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE- The undersigned states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release.

The undersigned further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent from Bayou Cruisers NOLA LLC with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **he/she is waiving any right he/she may have to bring a legal action to assert a claim against Bayou Cruisers NOLA LLC. for Bayou Cruisers NOLA, LLC'S negligence.**

Initial: _____

Bayou Cruisers NOLA, LLC

Boat Rental Policy

****ABSOLUTELY NO SMOKING ON ALL RENTAL BOATS****

Gasoline

- ❖ Gasoline is not included in the rental price. Each boat will have a full tank of gas at departure and will be refueled upon return at the renter's expense.

Safety Gear

- ❖ All required safety equipment, including but not limited to U.S. Coast Guard-approved life jackets, throw-able flotation device, fire extinguishers, and visual distress signals(flares), will be present and readily accessible on board the vessel in compliance with applicable maritime safety regulations.

Printed Name of Renter

Signature of Renter

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date

Printed Name of Operator/
Passenger

Signature

Date