



**VESSEL RENTAL AGREEMENT - PART I**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Name (Primary Reserving Person): \_\_\_\_\_

Age: \_\_\_\_\_ DOB: \_\_\_\_\_ Years Boating Experience: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Email: \_\_\_\_\_ Driver's License: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Names of Additional Guests: \_\_\_\_\_

\_\_\_\_\_



Emergency Contact 1: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact 2: \_\_\_\_\_ Phone: \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Name on Card: \_\_\_\_\_ Exp: \_\_\_\_\_ CSC: \_\_\_\_\_ Zip: \_\_\_\_\_

*"I agree to have my card held on file, and that it be charged only in case of incident of damage or loss of SlayDay SoCal, LLC property. The amount and reason for the charge will be communicated to me before the card will be ran."*

\_\_\_\_\_

(Initials)



**Service (Check One)**

- ¼ day Rental  
8 hrs @ \$629
- Full-day Rental  
12 hrs @ \$749
- Lobster Rental  
7 hrs @ \$649
- Overnight Rental  
12 hrs @ \$749
- ½ day Rental  
6 hrs @ \$499
- Bait Service  
\$100 (1 scoop)    \$150 (2 scoops)

## **VESSEL AGREEMENT – PART II**

SlayDay SoCal, LLC (herein referred to as the LESSOR) agrees to rent to the undersigned (herein after referred to as the LESSEE) the craft and equipment under the terms and conditions described herein.

Initial: \_\_\_\_\_ Overtime: In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for overtime at rate of \$60.00 per each half hour.

Initial: \_\_\_\_\_ Deposit: The LESSEE authorizes the LESSOR to use the credit card provided prior to the boat usage for compensation for failing to return said vessel in as good condition as when received; for reimbursement of articles damaged, missing or broken to be applied to rental charges upon return of the craft by the LESSEE.

Initial: \_\_\_\_\_ Fuel: Boat rental comes with a full tank of fuel. SlayDay's boats must be refueled if more than this is used and/or boat runs out of gas, at the nearest Fuel Dock by an employee of the Fuel Dock or SlayDay SoCal, LLC. This cost belongs to the LESSEE.

Initial: \_\_\_\_\_ LESSEE agrees to return boat clean and in the same condition it was checked out. Fish blood, fish guts, fish slime, bait, squid ink, nut shells, and trash, need to be fully cleaned by the LESSEE upon checking in the boat. Should the LESSEE not leave the boat and/ or equipment clean, they authorize the LESSOR to charge a \$90 cleaning fee to their card on file.

Initial: \_\_\_\_\_ Vessel Operation & Navigation: This certifies that the LESSEE is experienced and capable in all aspects of the handling and operation of the craft. The LESSEE certifies that he/she has examined the craft and equipment and finds it acceptable and suitable for the purpose for which it is leased, and that he/she will operate the craft in accordance with all U.S Coast Guard, California and County of Orange, San Diego, and Los Angeles safety rules and regulations, and further certifies that he/she has read and understands said rules and regulations.

Initial: \_\_\_\_\_ The LESSEE is aware of the no wake areas and acknowledges that they are responsible for any damage and/or violations caused by their wake. The LESSEE will operate the said craft within 30 miles from shore and has familiarized themselves with a chart of the area. The LESSEE will not operate the vessel outside of local break wall before sun-up or after sun-down, must obey ALL MLPA no fish zones, and must stay in U.S. waters, North of the Mexico/USA border, and South of Point Dume Marine Preserve.

Initial: \_\_\_\_\_ Incidents: LESSEE agrees to report any incident, accident, malfunction or breakdown of rental craft to LESSOR immediately at 760.917.4208 and notify Boat US in accordance with the malfunction/breakdown clause that follows; In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately return to the dock and report it to LESSOR. There are no exceptions to this policy. Continued use of the boat or equipment 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. Furthermore, should the LESSEE damage the boat or equipment to the point of unusable, they are 100% financially responsible for repairs to the boat and/ or equipment, and a \$749 per day rate will be charged for the number of days it takes to make necessary repairs or replacement. This is non-negotiable and should be seriously considered before signing below.

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

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 drugs (including prescription) d. by any other person not the signatory of the agreement, or not equally qualified; e. of the rental craft for towing, water skiing, and/or after dark; f. of the rental craft for scuba diving, swimming or snorkeling; g. of the rental craft for hire or commercial use; h. of the rental craft with more than the specified and/or legally allowed persons; i. of the rental craft outside of U.S. waters or the allowed 30 miles from shore navigation range.

Initial: \_\_\_\_\_ LESSEE acknowledges his/her 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 FUTHER 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.

Initial: \_\_\_\_\_ 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: \_\_\_\_\_ The rules and regulations contained herein 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 this rental agreement be held void or unenforceable, then that term shall be deemed severed from this agreement and the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, 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: SlayDay SoCal, LLC

***Ryan Candalaria***

BY (SlayDay SoCal, LLC Rep.) : \_\_\_\_\_ DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_ Initial: \_\_\_\_\_

DISCLAIMER - This Waiver and Release Agreement is applicable to all renters, members, operators, passengers, and users of equipment provided by SlayDay SoCal, LLC \*(For purposes of this Waiver and Release, the term "SlayDay SoCal, LLC Boats" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of SlayDay SoCal, 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 he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/ she will disclose to SlayDay SoCal, LLC all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify SlayDay SoCal, LLC of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of SlayDay SoCal, LLC.

1. ACKNOWLEDGEMENT OF RISKS - The undersigned hereby acknowledges that some, but not all of the risks of participating in water sport activities include: 1) Changing water flow, currents, tides, 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, expose to the elements, hypothermia, drowning and/or death;
- 4) Attack by or encounter with insects and wildlife life forms, including, but not limited to whales, sharks, fish and/or other marine life;
- 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,
- 8) Heat or sun related injuries or 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:  EXPRESS ASSUMPTION OF RISK- The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by SlayDay SoCal, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, The undersigned assumes full responsibility for the risks of 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 SlayDay SoCal, LLC.

Initial:  WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless SlayDay SoCal, 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 SlayDay SoCal, LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that SlayDay SoCal shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that SlayDay SoCal, LLC shall not be responsible for such injuries, damages, loss or theft EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY SlayDay SoCal, LLC whether such negligence is present at the signing of this Release or takes place in the future.

Initial: \_\_\_\_\_

**LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless SlayDay SoCal, 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 1 and all activities related to the rental, operation, or use of equipment provided by SlayDay SoCal, LLC even if such damages arise out of the negligence or fault of SlayDay SoCal, LLC.

#### County Requirements

- Do not operate within Mexican coastal or offshore waters
- Do not operate more than 35 NMs beyond nearest breakwall
- Do not operate vessel within 100 feet of a swimmer and do not allow anyone in the water.
- Do not operate vessel within the surf and/or within 1,000 feet of all beaches
- Do not operate vessel on or near the reefs located directly offshore from most beaches. Pay attention to the Sonar
- Speed limit within the harbor is 5 mph. - No one other than the signed LESSEE will drive any boat
- At no time shall a vessel be operated in close proximity to a commercial passenger carrying people, equipment, etc. All larger vessels need to be given the right away!

***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, operate, or use equipment from SlayDay SoCal, 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 SlayDay SoCal, LLC or Ryan and Anna Candelaria.***



# Markel Marine Insurance

## Participant check-out acknowledgement

- 1.Maintaining safe speed/monitor surroundings/drive defensively/no aggressive maneuvers
- 2.Maintaining a safe distance from other boats, objects and people
- 3.Do not enter the water without a lifejacket on, engine turned off and key removed
- 4.Conduct a head count before starting the engine
- 5.Always remain seated while the boat is in motion
- 6.Absolutely no sitting on the bow, sides or stern
- 7.Importance of attaching the engine shut-off cord/lanyard
- 8.Engine start and shut-off procedures
- 9.Dangers of CO2
- 10.Refueling procedures and engine blower use (if applicable)
- 11.Sound five blasts of the horn or whistle to signal danger or need for assistance
- 12.Boats do not have brakes - stopping the engine will not stop the boat
- 13.Proper boat anchoring procedures (if applicable)
- 14.Navigation rules - local laws, regulations, hazards and navigational markers
- 15.Towing sports safety, if allowed (i.e. water skiing, wake boarding, tubing)

**I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed above. I am prepared to safely operate the rented boat.**

- All participants must complete and sign all rental forms; there are to be no additional participants after the checkout procedure is completed.
- Operation of the boat is not allowed by anyone that is under the influence of any legal or illegal drugs or alcohol.
- No boat operation from dusk to dawn.
- In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat.
- I have been provided emergency contact information.

Operator/Renter: \_\_\_\_\_ Date: \_\_\_\_\_

Passenger: \_\_\_\_\_ Date: \_\_\_\_\_

Passenger: \_\_\_\_\_ Date: \_\_\_\_\_

Passenger: \_\_\_\_\_ Date: \_\_\_\_\_

Passenger: \_\_\_\_\_ Date: \_\_\_\_\_