This craft rental agreement (this ‘’**Agreement’**’) is made effective on

 (date) between **Palm Beach Sun Charters ("PBSC")** (the "L**essor**’’) and (the ‘’**Lessee**’’), identified below who both agree to the following:

**CRAFT SUBJECT TO RENTAL**: The Lessor agrees to rent to the Lessee the following craft subject to the provisions of this agreement:

Axopar (mfr.) 37 ST\_\_\_\_\_\_\_\_\_(model)

# RENTAL PERIOD:

This rental shall initiate in: **FL**.

at (am/pm) on (Date) This rental shall terminate in: **FL**.

at (am/pm) on (Date) (the ‘’**Rental Period**’’)

It is understood by the parties that this Agreement shall apply either in the case the Craft is rented for the personal use of the Lessee or during the course of a guided or captained charter, as the case may be.

**THE RENTAL PERIOD**: In the event Lessee should fail to return the Craft to Lessor before the expiration of the Rental Period, notwithstanding anything to the contrary the provisions of this agreement shall continue to apply and to bind Lessee until the Craft is duly returned.

**THE CRAFT**: Lessee hereby recognizes that he/she will carefully examine the Craft and if they find it in good operating condition and suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she accepts to maintain both Craft and accessory equipment in a safe, dependable condition while in his/her custody.

**PAYMENT**: Payment in full shall be executed no less than 48 hours before the beginning of the Rental Period.

**Fuel**: The cost of the fuel used for the course of this rental will be the responsibility of the Lessee, the Lessee agrees to bring the Craft back with the same amount of fuel as it started.

**SECURITY DEPOSIT**: In addition to the Rental Payment, Lessee agrees to authorize a charge to the credit card on file in the amount of up to $1,000.00 with the signing of this Agreement. This charge will only occur if the Craft is brought back after the Rental Period, for equipment replacement and/or repair, to retrieve the Craft and/or to repair the Craft in the event any damage is caused to the Craft during the Rental Period. Should additional charges exceed the $1,000.00 authorization, Lessee agrees to make payment in full immediately upon **Palm Beach Sun Charters**. Lessor reserves express agreement to any additional charges from the Lessee. The craft is surveyed upon delivery and return to the owner.

**Provisions -** Lessee will provide all food, fuel, and stores for the Craft. The owner of the Lessor does not provide any of these items. All port and pilotage fees are paid by the Lessee.

**INHERENT DANGER AND CAPTAIN REQUIREMENTS**: Lessee understands and agrees that craft and its operation is an inherently dangerous activity. Lessee certifies that he/she understands the rules and regulations for the safe operation of craft. The Lessor does not provide a captain and Lessee further agrees that a licensed captain with no less than a Masters 25 Near Coastal License will operate the Craft. If the Lessee is not a licensed Captain with the minimum requirements, the Lessee can hire one of the recommended Captains provided by the Lessor or the Lessee can hire a captain of their choice. If Lessee hires its own Captain the Captain needs to have no less than a Masters 25 Near Coastal License and be approved in writing by the Lessor prior to the rental period. The Lessee can dismiss its Captain or crew at any time for cause without approval from Lessor, but the craft must be operated by an approved licensed Captain at all times. The Lessee has full possession and control of the Craft for the rental period.

**MINIMUM AGE**: Lessee shall provide evidence that he/she is at least eighteen years of age.

**CARE AND OPERATION**: Lessee agrees to keep the custody of the Craft at all time during the Rental Period and to operate the Craft only in a careful and proper manner, and to obey and comply with all laws and regulations for craft operation.

**WARRANTY**: Lessor provides no warranties of any kind whatsoever, express or implied, as to the Craft, it’s accessory equipment. Lessee assumes the responsibility for the condition of the Craft.

**LESSEE** agrees to use the Craft in conformity with Lessor directives, written and verbal, and not to use, nor permit the use:

* 1. of the Craft for any unlawful purpose;
	2. of the Craft in a careless or negligent manner;
	3. of the Craft while under the influence of alcohol and or narcotics;
	4. by any other person than a Captain with a minimum of a Masters 25 Near Coastal License.

**LESSEE’S RESPONSIBILITY**: Lessee hereby accepts to be held responsible at all times if he/she omits to assure the safe and proper operation of the Craft and the safety and welfare of other craft operators and persons. It is AGREED AND UNDERSTOOD BY LESSEE that Lessor shall not be held liable for loss, damages, inconvenience or time lost caused by accident, breakdown or malfunction of the Craft while rented.

LESSEE FURTHER AGREES to indemnify and hold harmless Lessor from and against any and all claims that may occur for loss or damages arising to property or for bodily injury (including death) resulting from the use, operation or possession of the Craft. LESSEE FURTHER AGREES to indemnify and hold harmless Lessor, and any and all parties associated with Lessor, from and against any and all claims that may occur for loss or damages arising to property or for bodily injury (including death) while Lessee is located on or around the land and/or dock (the premises) used by or leased to Palm Beach Sun Charters. LESSEE FURTHER AGREES to hold LESSOR harmless should loss or damages occur to any of the Lessee’s personal effects while carried in, or on, the Craft, including, without limitation, loss or damage caused by fire, water, theft, Act of God or any other cause whatsoever.

LESSEE FURTHER AGREES to carry Insurance for the Craft at least to the extent of covering liability not included in the owners Insurance policy.

In the case Lessee is in default in respect of any obligation herein, Lessee hereby agrees in advance to indemnify and hold Lessor harmless of, from, and against any and all loss, costs and damages in connection with the enforcing of the provisions of this Agreement, including legal costs and expenses incurred for collecting any amount due by Lessee to Lessor.

In the event of malfunction or breakdown of the Craft, or if any defect occurred while the Rental Period, Lessee shall immediately report the same to Lessor. Continued use of the Craft in any of these circumstances shall be entirely at Lessee’s risk and Lessee shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss or damage caused to all persons and property that may become involved into any accident.

**ACKNOWLEDGMENT OF RISK**: Lessee acknowledges that some, but not all, of the risk of participating in water sport activity include: (1) Changing water flow (2) Collision with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; (3) Wind Shear, inclement weather, lighting, variances and extremes of winds, weather and temperature; (4) Lessor’s sense of balance,, physical coordination, ability to operate equipment, swim, and/or follow directions; (5) Collision, capsizing, sinking, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; (6) The presence of insects and marine life forms; (7) sunstroke or dehydration; (8) heat or sun-related injuries or illness, including sunburn, sunstroke, or dehydration; (9) Fatigue, chill and or dizziness which may diminish my/our reaction time and/or increase the risk of an accident. Lessee agrees to assume responsibility for all risks associated with the activity, whether identified above or not. My/Our participation in the activity is purely voluntary. I assume full responsibility for myself and of minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss, or personal property and expenses thereof, as a result of any accident which may occur prior to commencement or while I/We participate in this activity.

# Lessees printed name:

**Lessees signature**:

**Date** / /

**LIMITS OF NAVIGATION**: The limits of navigation are limited to the following: North to the Stuart Inlet; South to the Boca Raton Inlet; 5 miles off shore (weather permitting). Passage through the inlets must not be attempted unless the renter has personally checked the current, sea conditions, and weather forecast. Lessor must be advised if it is Lessees intention to go offshore. Boats must remain at least 200 yards away from beaches or ocean piers. Passage through the Loxahatchee River to the North and/or the sandbars and shallows near Peanut and other intracoastal islands is not advised due to increased risk of damage to the vessels due to lack of a clearly marked channel, shallow waters, and other risks associated with this waterway. It is the responsibility of the Lessee to abide by all rules and regulations, markings, wake zones, and laws pertaining to use of watercraft at all times. Towing of another vessel is prohibited unless deemed necessary as in an emergency. Palm Beach Sun Charters monitors VHF Channel 16. Contact us on this channel or cell phone # (561) 809-0162 if your vessel becomes disabled. Deploy the anchor from the bow to prevent drifting and possible grounding and contact us as soon as possible. If Lessees vessel becomes disabled for any other reason than mechanical failure Lessee will be charged for commercial towing fees, repair costs, equipment replacement, and loss of use.

**RESERVATION**: Lessor’s ability to provide the Craft, if previously reserved, is contingent upon and subject to the return of the said Craft by the previous lessee, or any other cause beyond Lessor’s control.

**MISCELLANEOUS**: Lessor reserves the right to cancel this Agreement due to inclement or impending bad weather, or for any other reason at lessors’ discretion. Rental Payment may be prorated based on the time used. The rules and regulations as posted on the companies' website (www.palmbeachsuncharters.com) and/or on the Craft, are for the safety and welfare of every user(s) of the Craft. Lessee certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules and regulations and any and all obligations arising from this Agreement.

**RISK OF LOSS OR DAMAGE**: Lessee assumes all risks of loss or damage that may occur to the Craft arising from any cause whatsoever, and agrees to return the Craft in the exact condition it was when taken from Lessor, with the exception of normal wear and tear. Lessee agrees to return the Craft on or before the expiration of the Rental Period in the same condition it was at the beginning of the Rental Period EXCEPT AS FOLLOWS: If the Craft is damaged or lost, Lessor shall have the option of requiring the Lessee to assume all costs for the repair of the accessory equipment or the Craft, as the case may be, or to replace the Craft or equipment with a similar craft or equipment in a similar working condition. Attached to this agreement is either a Powerboat Inspection Checklist acknowledgment which must be signed by lessee prior to boarding watercraft at start of rental period. Any prior damages not noted on these forms prior to start of rental period for are subject against the damage deposit and/or future damage reimbursement, including loss of use amounts. A final audit will be performed post rental to identify any additional charges and lessee consents to any additional charges assessed in the future by the signing of this agreement. Lessor reserves express agreement to any additional charges from the lessee.

**LIABILITY AND INDEMNITY**: Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge, the Craft owners, Palm Beach Sun Charters, its employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and legal costs, which Lessee or Lessee’s heirs, personal representatives or assigns may have, or may claim to have, for negligence created by or arising from the transportation to, the use, operation, handling, or transportation of the Craft by Lessee or anyone else during the Rental Period or if Lessee or anyone else should fail to respect any of the provisions herein. Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless, Craft owners, Palm Beach Sun Charters, its employees, agents and assigns from any and all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of Lessee’s operation of the Craft during the Rental Period. Lessee also agrees to pay any and all claims brought by lessee or any third party as a result of the operation and/or use of the Craft during the Rental Period. Lessee agrees to reimburse Palm Beach Sun Charters for reasonable attorney’s fees for pre- and post- litigation and appellate matters in regards to this rental agreement.

Lessee hereby agrees that they are responsible for their own safety and well-being while on or around any property owned or leased by Blue Water Powerboats Inc. and will not attempt to hold them liable for any injuries that may occur to lessee or lessee’s passenger(s)/guests due to a slip, fall, or any other intentional or unintentional movement of lessee’s body. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

I further certify that I am willing to assume the risk of any medical or physical condition myself or my passengers may have or develop before, during the course of the rental, or afterwards. In the event that I file a lawsuit against Palm beach Sun Charters, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I also agree to pay for all expenses, legal or otherwise, that arise out of any lawsuit, dispute, or chargeback filed against or by the craft owner(s), Palm Beach Sun Charters, its employees, agents and assigns in relation to this rental and/or agreement.

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

THE TERMS AND CONDITIONS ON THIS CONTRACT AND ATTACHMENTS CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT.

Lessee also acknowledges that they will be responsible for advising and maintaining the safety of all other passengers in their party, as well as any third party encountered while lessee has possession of a watercraft rented by

Palm Beach Sun Charters

LESSOR: Palm Beach Sun Charters

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name Printed)

Date of Birth \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_

 month day year

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

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Rental Fee**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus 7% Florida Sales Tax.

30% Deposit to reserve Craft: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Remainder due 48 hours prior to rental period, amount due: \_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Card Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Debit (NO FEE) / Credit (3.5% fee)

\*\*\* Please be aware that there will be a credit card fee of 3.5% added this payment. This credit card fee is not greater than our total cost of accepting credit cards. NO fee for debt card payments. \*\*\*

Credit Card Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CV Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lessee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

* + 1. **DISCLAIMER** - This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by PALM BEACH SUN CHARTERS \*(For purposes of this Waiver and Release, the term “Rental Company” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of PALM BEACH SUN CHARTERS). 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 Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company 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 Rental Company.

Initials:

* + 1. **ACKNOWLEDGMENT 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, including, but not limited to sharks and/or sting rays; 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 or illnesses, including sunburn, sunstroke or dehydration. Further, the undersigned understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initials:

* + 1. **EXPRESS ASSUMPTION OF RISK** - The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company 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; fractured 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 of injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Rental Company.

Initials:

* + 1. **WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company 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 Rental Company regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property, or use of photo/video created by lessee or their passengers. The undersigned specifically agrees that Rental Company shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY, 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 Rental Company.

Initials:

* + 1. **LIABILITY TO THIRD PARTIES** - The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company 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 Rental Company, even if such damages arise out of the negligence or fault of Rental Company.

Initials:

* + 1. **ACKNOWLEDGMENT 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 Rental Company 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 Rental Company for Rental Company’s negligence.

Initials:

 \*\*\*READ RELEASE BEFORE SIGNING\*\*\*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE NAME LESSEE SIGNATURE DATE