



Boat Rental Agreement

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and BUOY BOYZ, LLC. This Boat Rental Agreement is entered on the _____ day of _____, _____ by and between BUOY BOYZ and _____ hereinafter referred to as RENTER.

RENTER INFORMATION:

Full Name: _____
Street Address _____
City, State, Zip _____
Phone _____ Email _____
Driver's License State and # _____
Credit Card (to be kept on file) type, #, Expiration date _____

Security Code (CCV) _____
Billing address zip code _____

1. BOAT TO BE RENTED: _____

2. CAPTAIN INCLUDED IN RENTAL?:

YES NO

3. RENTAL DATES/TIMES:

Date: _____ Time: _____
Date: _____ Time: _____
Date: _____ Time: _____

4. BOAT RENTAL RATE:

\$ _____/HOUR or \$ _____/Day

5. ADDITIONAL RENTALS:

Description: _____
\$ _____/HOUR or \$ _____/Day
Description: _____
\$ _____/HOUR or \$ _____/Day
Description: _____
\$ _____/HOUR or \$ _____/Day
Description: _____
\$ _____/HOUR or \$ _____/Day

6. DISCOUNTS APPLIED:

_____ = **TOTAL COST:** \$ _____
(additional gas, and applicable taxes are not included in total cost)

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CANCELLATION/NO SHOW POLICY: RENTER understands that when the watercraft is reserved, it is no longer available for other customers and therefore BUOY BOYZ LLC cannot commit the watercraft to another customer during the reserved dates/times. Consequently, in the event RENTER cancels, changes dates, shortens the rental period, or in any other way seeks to change the rental period, the entire rental total shall still be due and payable.

PAYMENT: Payments will be accepted via cash, Venmo, credit card, personal check or cashier's check.

CREDIT CARD ON FILE: RENTER agrees to provide BUOY BOYZ LLC with a valid credit card to be kept on file. This card will be charged for damages, for additional rental time, the purchase of additional equipment, late fees and/or other incidentals. RENTER hereby irrevocably authorizes BUOY BOYZ LLC to charge RENTER's credit card on file for all the foregoing charges.

FUEL: RENTER acknowledges that ONE TANK of fuel is included in the price of the rental. If needed, RENTER should make arrangements with BUOY BOYZ LLC to refuel.

INSPECTION OF EQUIPMENT: BUOY BOYZ LLC certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Watercraft Check-Out Sheet". RENTER will inspect said equipment and will rent the same without any additional representation or warranty by BUOY BOYZ LLC. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify BUOY BOYZ LLC before use of the watercraft begins and on the first day of rental.

DAMAGES TO EQUIPMENT: RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that BUOY BOYZ LLC may charge RENTER for any repairs, replacement or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/ she is authorizing BUOY BOYZ LLC to charge RENTER's credit card on file for any damages sustained to the equipment. RENTER understands that all damages will be repaired by BUOY BOYZ LLC's authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. Additionally, no smoking is allowed in the watercraft at any time. No pets are allowed unless advanced approval is given from a Buoy Boyz LLC representative.

PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY. THE VALUE OF THE WATERCRAFT CAN EXCEED \$100,000 FOR FULL REPLACEMENT AND REPAIRS CAN REACH INTO THOUSANDS OF DOLLARS.

THEFT OR LOSS: In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.

WATERCRAFT OPERATION: RENTER acknowledges and agrees that the equipment will be operated by RENTER(S) named in this agreement. RENTER warrants that RENTER is a qualified operator of said equipment. RENTER will not allow any person who is not qualified to operate the boat/equipment. RENTER (i.e. the person who provides the credit card) undertakes all financial responsibility regardless of who is operating the watercraft. RENTER will not operate the equipment, or permit anyone to operate

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the equipment, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the boat within all local, state and Federal laws and regulations and RENTER is solely responsible for obtaining knowledge and understanding regarding all such laws and regulations.

WATERCRAFT USE: The boat is equipped with internal ballast systems to allow custom weighting for watersports. At NO TIME should the total weight in the boat exceed the maximum listed weight as marked on the plate in the front of the boat (ballast, persons and equipment must all be added up and should not exceed the listed weight). Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the boat from rough water or watersports activity.

REPAIRS-SERVICE CALLS: RENTER acknowledges and understands that BUOY BOYZ LLC cannot guarantee against mechanical failures of the rental equipment. RENTER shall immediately notify BUOY BOYZ LLC of defective or non-working equipment. BUOY BOYZ LLC will make commercially reasonable efforts to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by BUOY BOYZ LLC. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S credit card on file. RENTER must be given approval by a BUOY BOYZ LLC's representative to allow any mechanical adjustments to be made to the watercraft.

LOSS OF RENTER(S) PROPERTY: It is expressly agreed that BUOY BOYZ LLC shall not be liable for the loss or damage to any property left of stored by RENTER or any other person in or upon said equipment after return thereof to BUOY BOYZ LLC. RENTER agrees to hold BUOY BOYZ LLC harmless from, and against any such claims.

RETURN OF EQUIPMENT: RENTER acknowledges and understands that he/she will return all equipment, including but not limited to wakeboards, surfboards, skis, tubes, etc. to their storage site on the end date of this boat rental contract.

LIFE JACKETS: Per Texas state laws, any person under the age of 13 must wear a life jacket at all times while on the boat. All persons must wear life jackets while swimming from the boat or engaging in any water sports/activities.

RELEASE OF LIABILITY/ASSUMPTION OF RISK: I, the RENTER, understand that the sports of boating, water skiing, wake surfing, wakeboarding, riding water toys or any sport are HAZARDOUS ACTIVITIES. I, the RENTER, understand that the engaging in these sports and use of the equipment involve a risk of injury to all parts of the user's body and POSSIBLE DEATH. I, the RENTER, on my own behalf and on behalf of all others who are in involved with the boat and/or any other water activities during the rental period, agree to freely and expressly assume and accept all risks in the use of the equipment rented. In the event someone is injured during use of the watercraft or if someone other than RENTER is operating the equipment during the rental period and is injured, RENTER agrees to pay all deductibles and all cost for physical and property damage to any and all parties involved which are the fault of the RENTER or any other person who was operating the equipment during the rental period and until the equipment is returned to the control of BUOY BOYZ LLC via the agreed-upon check in procedure. I, the RENTER,

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further undertake sole responsibility to ensure that each person who engages in any water activities during the rental period executes a LIABILITY WAIVER/ MEDIA RELEASE prior to engaging in any such water activities.

LIABILITY AGREEMENT: I, the RENTER, hereby release and hold harmless from any legal liability, BUOY BOYZ LLC and its owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, RENTER, and I hereby accept full responsibility for any and all such damages or injury which may result. It is understood and agreed that the rental fee is a presently earned fee for the use of the equipment. Further, I, the RENTER, am responsible for all damages and/or losses to the equipment or any of its contents during that period. I, the RENTER, indemnify and hold BUOY BOYZ LLC harmless from any loss, damages, expense or claim, including attorney's fees, and costs arising out of my acts or omission to act, or those with me during the use of the equipment during the rental period.

AUTHORIZE/REVOKE USE OF EQUIPMENT: BUOY BOYZ LLC or its agents reserves the right to: (a) authorize the use of the equipment; and (b) revoke the use of the equipment. Decisions on the part of BUOY BOYZ LLC or its agents regarding the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following: (a) unsafe operation of the equipment; (b) lack of sobriety of RENTER or any other person using the rented equipment; and/or (c) unsafe weather conditions.

LEGAL FEES: I, the Renter, AM RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION AGENCY FEES, AND COURT COSTS FOR MYSELF AND BUOY BOYZ LLC incurred by any dispute in damages if legal action is necessary, because of my neglect to return the watercraft or equipment in the same condition that it was received at the beginning of my rental period.

CLEANING FEES: All trash is to be removed from the watercraft. I, the RENTER, understand that if the equipment is not as clean upon return as it was upon checkout that it will be professionally detailed at a rate of \$15 per foot of boat and I will be responsible for such costs.

RENTER RESPONSIBLE FOR ALL OTHERS: I, the RENTER, understand and irrevocably agree that all references herein to me, my liabilities, duties, representations, warranties and claims, as RENTER, shall be deemed to also include all other persons who use the rented equipment during the term of this boat rental agreement. IN OTHER WORDS, I AM FULLY RESPONSIBLE FOR EVERYTHING THAT HAPPENS TO ME, THE EQUIPMENT, THE FACILITIES AND ALL OTHER PERSONS IN THE AREA WITH ME DURING THE TERM OF THE RENTAL PERIOD.

ADDITIONAL TERMS OF EXHIBIT A: I, the Renter, understand and acknowledge that the terms contained on Exhibit A, attached hereto, are incorporated by reference into this boat rental agreement. The parties hereto agree that they have read this document in its entirety, understand and agree to all terms and conditions.

Renter's Signature _____

BUOY BOYZ LLC Representative _____

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Exhibit A BUOY BOYZ LLC Boat Reservation Slot includes exclusive use of the 2021 MB B52 23ft Wake/Surf Boat. Reservations: \$300- 1st Hour, Additional Hours- \$150/hr, 8 Hours- \$1200. Full day/weekend discounts may apply.

LIABILITY WAIVER/ MEDIA RELEASE

I do hereby affirm and acknowledge that I have been fully informed of the inherent risks associated with boating activities and transportation of equipment related to the activities. I understand that the sports of boating, water skiing, wake surfing, wakeboarding, riding water toys or any sport are HAZARDOUS ACTIVITIES. Inherent hazards and risks include but are not limited to:

1. Risk of injury from activity and equipment used in boating is significant.
2. Possible equipment failure and/or malfunction of my own or others equipment which may have been rented, borrowed, or personally owned.
3. My own negligence and/or the negligence of others, including employees, agents, or independent contractors, or representatives including but not limited to operator error.
4. Other hazards related to boating activities include, but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of body upon the water, injection of water into my body orifices, marine life forms, and/or drowning.
5. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
6. Exposure to outdoor elements including but not limited to avalanches, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, and all other weather conditions.
7. Attack by or encounter with insects, reptiles, and/or other animals.
8. Accidents or illness may occur in remote places where there are no medical facilities.
9. I understand that any photographs/videos may be used without my permission.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I hereby release and hold harmless Buoy Boyz LLC with respect to any and all injury, disability, death, or loss or damage of property whether caused by negligence or otherwise.

I have read this release of liability/assumption of risk agreement/ media release and fully understand its terms and understand that I have given up all legal rights by signing it. I sign it freely and voluntarily without any inducement.

DATE _____

PRINTED NAME _____ SIGNATURE _____

PRINTED NAME _____ SIGNATURE _____

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Watercraft Inspection Check-Out Sheet

Part A: Exterior Inspection Checklist

Exterior	In good condition	Needs improvement	Notes
Deck			
Hardware			
Windshield			
Hull			
Keel			
Navigational lights			
Molding trim			

Part B: Interior Inspection Checklist

Interior	In good condition	Needs improvement	Notes
Cushions/Upholstery			
Floor/Sea deck			
Cupholders			
Board racks			

Part C: Operational Equipment

Operational	In good condition	Needs improvement	Notes
Engine/ Engine oil			
Propeller			
Battery			
Gauges			
Steering/ Horn			
Wiring connections			
Fuel system			
Bilge pump			
Stereo/Speakers			
Ballast			

BOAT RULES:

No Smoking.

No Glass.

No Shoes on the Boat.

No Liquids that could stain (red wine, fruit punch, etc).

No Pets.

No Fighting.

Have Fun!