

TWIN RIVERS MARINA BOAT RENTAL CONTRACT

2880 N. SEABREEZE POINT

CRYSTAL RIVER, FL 34429

Phone: 352-795-3552 / Radio Channel: 68

Credit Card #: _____ Expires: _____
 A BOAT RENTAL WILL **NOT** BE ACCEPTED WITHOUT A CREDIT CARD NUMBER

Billing Zip Code: _____ Exact Name on Credit Card: _____

Type of Credit Card _____

Name: _____ Date: _____

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

Home Phone: _____ Cell Phone: _____ Email: _____

Drivers License #: _____ State: _____ Expires: _____

****ALL RENTERS MUST BE AT LEAST 21 YEARS OF AGE & PROVIDE PROOF OF AGE****

Cancellation Policy: Reservations canceled within 10 days will forfeit the deposit and may be charged for the full rental for all days unless boats can be re-rented. For all other cancellations, a cancellation fee of 20% of the deposit shall apply unless the deposit is held for a rescheduled date. A cancellation number will be issued at the time of notification. Any reservation will be voided if the Lessee has not arrived by 11:30am on rental day. This applies to full day and morning half day rentals. **Cancellation Number:** _____

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

EXPLAIN ALL TO CUSTOMERS: Employee MUST Initials / Where Did You Hear About Us? _____

_____ Cancellation Policy Explained to Customer Remove Bimini ___ Yes ___ No
(\$50 if not requested at time of reservation)

_____ Deposit Explained to Customer Life Jackets Explained to Customer: _____

Reservation Taken By _____ Entered Into Reservation Book: _____

Rental Date: _____ Number of People: _____ Rental Fee: _____ plus fuel & tax

\$100.00/Day/Boat Deposit: _____ Date Deposit Taken: _____

Boat Reserved (name): _____ Taken By (employee name): _____

RESERVATION CONFIRMATION (1 week before rental date)

Date Confirmed: _____ Employee Initial: _____ Notes: _____

RENTAL FEES: Pontoons: Maximum 8 people Carolina Skiffs: Maximum 17 people

Full Day 7:15am – 4:45pm \$200.00 plus fuel & tax (Winter Rate: 11/1-3/31)
\$250.00 plus fuel & tax (Summer Rate: 4/1-10/31)

Half Day 7:15am – 11:45am or 12:15pm – 4:45pm \$125.00 plus fuel & tax (Winter Rate: 11/1 – 3/31)
\$150.00 plus fuel & tax (Summer Rate: 4/1 - 10/31)

****Half Days are only available on days when the boat has not been previously reserved****

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

In consideration of the agreement herein, Twin Rivers Marina LLC (hereafter referred to as LESSOR) agrees to lease to the undersigned (hereafter referred to as 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 the rate of \$50.00 per each half-hour.

Initial: _____

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. That he/she will operate the craft in accordance with all safety rules and regulations as posted in this office or on the craft, and further certifies that he/she has read and understands said rules and regulations.

Initial: _____

Lessee agrees to report any accident, malfunction or breakdown of rental craft to Lessor immediately in accordance with the malfunction/breakdown clause which follows.

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 damage caused by my wake. I, the Lessee(s) will not remove any equipment from Citrus County and will operate said craft within a fifteen mile limit from Twin Rivers Marina LLC. 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 Twin Rivers Marina LLC. to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled at Twin Rivers Marina LLC.

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: the he/she will maintain both craft and equipment in a safe, dependable condition while he/she has custody.

Initial: _____

A major credit card authorization (Visa or MasterCard) 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 or liquor or narcotics; or any other drug or alcohol.*
- d) by any other person not the signatory of the agreement, or not equally qualified.*
- e) of the rental craft after dark.*

Initial: _____

Lessee acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of the 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 damage 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 clause 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 foregoing 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 entirely be 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 unit 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 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 ALL PAGES 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: Twin Rivers Marina LLC., by: _____ Date: _____

LESSEE: _____ Date: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA

I. **DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Twin Rivers Marina LLC. *(For purposes of this Waiver and Release, the term "Twin Rivers Marina LLC." includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Twin Rivers Marina 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 Twin Rivers Marina LLC. All potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Twin Rivers Marina 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 Twin Rivers Marina 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 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 condition, 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: _____

III. **EXPRESS ASSUMPTION OF RISK** – The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Twin Rivers Marina 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 illnesses, 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 bites or attacks; 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 Twin Rivers Marina 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, Twin Rivers Marina 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 Twin Rivers Marina LLC. regardless the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Twin Rivers Marina LLC. shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Twin Rivers Marina LLC. shall not be responsible for such injuries, damages, loss or theft. Even in the event of negligence or fault by Twin Rivers Marina 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 Twin Rivers Marina LLC.

Initial: _____

V. **LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Twin Rivers Marina 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 Twin Rivers Marina LLC., even if such damages arise out of the negligence or fault of Twin Rivers Marina 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 the equipment from another facility, but has chosen to rent, operate or use the equipment of Twin Rivers Marina 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 Twin Rivers Marina LLC. for Twin Rivers Marina LLC.'s negligence.

Initial: _____

| | | | |
|-----------------------------|---------------|-----------------------------|-----------------------------|
| _____ RENTER | _____ DATE | _____ OPERATOR/PASSENGER | _____ OPERATOR/PASSENGER |
| _____ OPERATOR/PASSENGER | | _____ OPERATOR/PASSENGER | _____ OPERATOR/PASSENGER |

RENTAL CHECKLIST (leaving & returning)

I the Lessee verify that before photos were taken to show the boat and equipment have no damage or to show found damage prior to my rental from Twin Rivers Marina LLC.

Lessee Initial: _____ Employee Initial: _____

I the Lessee verify that after photos were taken to show the boat and equipment have no damage or to show found damage once I returned the rental boat to Twin Rivers Marina LLC.

Lessee Initial: _____ Employee Initial: _____

Basic Operational Characteristics of the Vessel have been given. This includes but is not limited to: steering controls, throttle, engine shutoff.

Lessee Initial: _____ Employee Initial: _____

Basic waterway instructions have been given. This includes but is not limited to: tides, idle zones, marine life cautions, basic channel information.

Lessee Initial: _____ Employee Initial: _____

Safe vessel operation and right of way pre-rental instructions have been given.

Lessee Initial: _____ Employee Initial: _____

Responsibility of operator for safe vessel operation instructions have been given.

Lessee Initial: _____ Employee Initial: _____

Local characteristics of the waterway in which the vessel will be used have been given.

Lessee Initial: _____ Employee Initial: _____

All personal belongings have been removed from the boat upon return to Twin Rivers Marina LLC.

Lessee Initial: _____ Employee Initial: _____

Twin Rivers Marina LLC monitors Channel #68 on the VHF Radio which is installed in every rental boat. Renters may use Channel #68 to contact the Marina for basic questions while out on the water. In a serious emergency Channel #16 or Channel #9 should be used to contact the US Coast Guard Emergency Services.

Lessee Initial: _____ Employee Initial: _____

I the Lessee verify that I have also completed a Rental Boat Safety Checklist and retained a copy for myself.

Lessee Initial: _____ Employee Initial: _____

The registration to the rental boat is located in the water proof flotation canister which is attached to the key ring of the rental boat's ignition key.

Lessee Initial: _____ Employee Initial: _____

Copy of operator's Drivers License has been made. If born after January 1, 1988, a copy of the operator's Boaters Safety ID Card has also been made.

Lessee Initial: _____ Employee Initial: _____