

Boat rental agreement between:

Lessor

*John and Kelly's Boats LLC
843 E 5th St
Englewood, FL 34223*

Lessee

Name _____
Address _____
City, State, Zip _____
Driver's license _____
Amount of boating experience (years) _____
Boat _____ Motor _____

Note that all these items are on board and to be returned. If not returned you will be charged. Life jackets _____, dock lines _____, fire extinguisher _____, flare kit _____ Anchor and line _____, throwable cushion _____ Boat will not be loaded with more than 10 persons or over 1,140 lbs. The boat is not allowed in the Gulf of Mexico..Boat will only be allowed in the intercoastal waterways... 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 and further certifies that he/she understands all rules and regulations.

Lessee agrees to report any accident, malfunction or breakdown of rental craft to lessor immediately. The lessee certifies that he/she is experienced and capable in all aspects of the handling and operation of a craft such as the one rented above. Note any damage noticed on the boat.

The lessor will keep the credit card number and any items damaged or missing during the lease will be charged to the credit card.

Lessee agrees not to use, nor permit use:

- 1.of the rental craft for any unlawful purpose.
- 2.of the rental craft in a careless or negligent manner
- 3.of the rental craft while under the influence of liquor and/or narcotics
- 4.of the rental craft by any other person not he signatory of this agreement
- 5.of the rental craft for skiing, tubing, wakeboarding, or pulling anyone behind craft

Lessee acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and persons. It is agreed and understood by the lessee that 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 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 of the lessee's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever. Lessee expressly agrees to

indemnify and hold lessor harmless of, from, and against all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this agreement by lessor, including expenses incurred in collection or attempting to collect delinquent rent and in the event of a suit by lessor to recover possession of said rented property and or to enforce any of the terms, conditions, and or provisions thereof. It is understood and agreed that the Venue of any action hereunder shall be in the county and state of lessor. The laws of the state of the lessor shall govern this agreement. In the event of a malfunction, breakdown, or in any defect is discovered after acceptance of the rental craft, that lessee will immediately report the same to lessor. Continued use of it shall be entirely at the lessee's risk and thus lessee assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use. Lessor's ability to provide a rental craft, if reserved, is contingent upon and subject to return of the unit by the previous lessee, or any other cause beyond lessor's control. Lessor reserves the right to cancel this agreement due to inclement or impending bad weather. Rental fees with be prorated based on the time used.

The rules and regulations contained herein are for the safety and welfare of all who use the facilities. The lessee certifies that he/she understands the rules and further assumes the responsibility to see that his/her family and/or guests will obey the rules. Should any term or condition of this agreement be held void or unenforceable, then that term shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain if full force and effect. The terms and conditions of this agreement contain the entire understanding between lessee and lessor and that no other representation or inducement, verbal or written, has been made which is not included in this agreement, except that lessee expressly represents and warrants to have read and understood. The boat will start with a full tank and upon return will be filled or estimated fuel use will be charged to Lessee at \$5.00 a gallon...

Lessee _____

Total Rent _____

Card # _____

Tax _____

Exp Date _____ Sec # _____

Delivery _____

Sign _____

Total Amount _____

Deposit _____