

Marker 24 Marina Boat Rental Contract

1357 S Banana River Dr

Merritt Island, Florida 32952

321.453.7888

Name: _____ Date: ___/___/___

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

Cell Phone: _____ Home Phone: _____

Email Address: _____

Driver's License #: _____ State: _____

***** ALL RENTERS MUST BE AT LEAST 21 YEARS OF AGE WITH A VALID DRIVER'S LICENSE *****

**** A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A VALID CREDIT CARD ****

Name on Credit Card: _____

Credit Card Number: _____ Exp: _____ CVC: _____

Billing Address (if different from above): _____

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

Cancellation Policy: Reservations cancelled within 7 days will forfeit deposit unless boat can be re-rented

<i>To be Initialed by Staff at time of Reservation</i>	
_____ Cancellation Policy Explained to Customer	_____ Reservation Taken By
_____ Deposit Explained to Customer	_____ Deposit Collected
_____ Credit Card on File	

Date Rented: _____ Number of People: _____ Rental Fee: _____

RENTAL FEES:

Maximum of 6 Persons

Full Day 8:00am-5:00pm \$250.00 plus fuel and tax

Half Day 8am-12pm or 1pm-5pm \$175.00 plus fuel and tax

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

In Consideration of the agreement herein, Marker 24 Marina (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the 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 a 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.

Initial: _____

This certifies that I (we), the LESSEE(S) am/are experience 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 damaged caused by my wake. I, the LESSEE(S) will not remove any equipment from Brevard County and will operate that said craft within a TWELVE mile limit from MARKER 24 MARINA 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 MARKER 24 MARINA 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 MARKER 24 MARINA.

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 he/she has custody.

Initial: _____

A major credit card authorization (Visa, MasterCard, Discover, American Express or Debit) 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 carless or negligent manner;
- c. Of the rental craft while under the influence of liquor or narcotics; or any other drugs
- 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 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 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: _____

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 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.

Initial: _____

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unity 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 on 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 BOTH SIDE OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WIRTTEN, 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: Marker 24 Marina, by: _____ Date: _____

LESSEE: _____ Date: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT- FLORIDA

DISCLAIMER- This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Marker 24 Marina LLC. *(For purposes of this Waiver and Release, the term "Marker 24 Marina LLC" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers, and subsidiaries of Marker 24 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 Marker 24 Marina LLC. All potential operators, passengers, and users of said rental 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 Marker 24 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 or encounter with insects and marine life forms, not including, but not limited to sharks and/or stingrays; 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 and 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 Marker 24 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 or 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 Marker 24 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 MARKER 24 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 MARKER 24 MARINA LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that MARKER 24 MARINA LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **MARKER 24 MARINA LLC shall not be responsible for such injuries, damages, loss, or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY MARKER 24 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 MARKER 24 MARINA LLC.

Initial: _____

V. LIABILITY TO THIRD PARTIES- The undersigned hereby agrees that he/she will indemnify and hold harmless MARKER 24 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 MARKER 24 MARINA LLC, **even if such damages arise out of the negligence or fault of MARKER 24 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 equipment from another rental facility, but has chosen to rent from MARKER 24 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 MARKER 24 MARINA, LLC. For MARKER 24 MARINA, LLC'S negligence.**

Initial: _____

Printed Name of Renter Signature of Renter Date

Printed Name of
Operator/Passenger Signature Date

Printed Name of
Operator/Passenger Signature Date

Printed Name of
Operator/Passenger Signature Date

Printed Name of
Operator/Passenger Signature Date

Printed Name of
Operator/Passenger Signature Date

Marker 24 Marina Boat Rental Policy

****ABSOLUTELY NO SMOKING ON ALL RENTAL BOATS****

Gasoline

- ❖ Gasoline is not included in the rental price. Each boat will have a full tank of gas at departure and will be refueled upon return at the renter's expense.

Safety Gear

- ❖ All necessary safety equipment including life Jackets, throw cushion, fire extinguisher, and flares

