



M&M River Rentals, LLC
123 Cheffey Road
Palatka, FL 32177
386-546-7133
rentals@mmriverrentals.com

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and M & M River Rentals, LLC.

This Boat Rental Agreement is entered on the \_\_\_ day of \_\_\_, \_\_\_ by and between M & M River Rentals and \_\_\_ hereinafter referred to as RENTER.

RENTER information:

Full Name: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

Cellular Phone \_\_\_\_\_

Driver's License # \_\_\_\_\_

Credit Card (to be kept on file) type & # Expiration date,

Security Code on Card (CCV) \_\_\_\_\_

Billing address zip code \_\_\_\_\_

Boat Experience (Hours and detail) \_\_\_\_\_

1. "MISTIE DAWN" TO BE RENTED: Sumerset Houseboat, The Mistie Dawn

2. RENTAL DATES/TIMES:

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

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

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

3. RENTAL RATE: \$\_\_\_\_\_/HOUR or \$\_\_\_\_\_/Day.

4. SECURITY/DAMAGE DEPOSIT: A security deposit of Eight Hundred Dollars (\$800.00) is required to rent the "Mistie Dawn" and is due at the time of check in. Unless prior arrangements are made to pay via different means, M & M River Rentals shall be authorized to charge RENTER'S credit card on file for the full amount of such security deposit, along with any other costs incurred by RENTER in accordance with the terms hereof. Any unused portion of the security deposit will be released after the completion of the rental period, provided no damage to the "Mistie Dawn" is found, and no additional charges have accrued as outlined under this agreement. M & M River Rentals reserves the right to inspect "Mistie Dawn" up to thirty (30) days after the rental period if necessary to have mechanics or repairmen view and fix any damage that was incurred while RENTER had "Mistie Dawn" in his/her possession. If damage is caused or permitted by RENTER during the rental period, RENTER authorizes M & M River Rentals to charge the credit card on file for the full

amount of any such damages, including repair costs and to then notify RENTER of the same. RENTER understands that all damages will be repaired by M & M River Rentals authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. I understand that I, as RENTER, am responsible for all damages, even if they are above the amount of my initial security deposit or authorization.

**5. CANCELLATION/NO SHOW POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers and therefore M & M River Rentals cannot commit the watercraft to another customer during the reserved dates/times. Consequently, in the event RENTER needs to cancel, all cancellations must be in writing. If cancellation occurs at least 60 days prior to boarding date, a full refund will be issued. If cancellation occurs within 30 days prior to boarding date, RENTER credit card will be charged a \$150 cancellation fee. If cancellation occurs within 7 days of boarding, renter forfeits \$800 security deposit. In the event RENTER requests to change date, shortens the rental period, or in any other way seeks to change the rental period, M & M River Rentals will, in good faith efforts to work with renter, based on circumstances for altering bookings. No shows will be charged \$800 security deposit, along with full rental rate stated above.

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

**7. BOAT OUT OF COMMISSION DUE TO DAMAGE:** RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay M & M River Rentals for all days the watercraft is out of commission including any time outside of the original rental period during which time the watercraft is unavailable to rent to other customers. No refunds will be offered.

**8. CREDIT CARD ON FILE:** RENTER agrees to provide M & M River Rentals with a valid credit card to be kept on file. This card will be charged if damage or additional RENTER charges exceed the security deposit, for additional rental time, the purchase of additional late fees and/or other incidentals. RENTER hereby irrevocably authorizes M & M River Rentals to charge RENTER's credit card on file for all the foregoing charges.

**9. FUEL:** RENTER acknowledges that the fuel is not included in the price of the rental, but RENTER should plan with M & M River Rentals to refuel. If RENTER elects to refuel the boat, any spills, waste of fuel, or damage will be the RENTER's responsibility.

**10. INSPECTION OF "MISTIE DAWN":** M & M RIVER RENTALS certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Check-In Sheet". RENTER will inspect "Mistie Dawn" and agrees that if any damage or problems not listed on the "Check Out Sheet", requires RENTER to notify M & M RIVER RENTALS before use of the watercraft begins and on the first day of rental.

**11. DAMAGES TO "MISTIE DAWN":** RENTER acknowledges and understands that "Mistie Dawn" is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental is not left in suitable condition, RENTER acknowledges and understands that M & M RIVER RENTALS 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 M & M RIVER RENTALS to offset against security deposit and/or charge RENTER's credit card on file for any damages sustained to the "Mistie Dawn". Additionally, no food shall be left on watercraft. PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY.

Page 3

**12. THEFT OR LOSS:** In case of theft or loss, RENTER is responsible for the replacement value of the "Mistie Dawn" 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 "Mistie Dawn".

**13. WATERCRAFT OPERATION:** RENTER acknowledges and agrees that the “Mistie Dawn” will be operated by RENTER(S) in this agreement. RENTER warrants that RENTER is a qualified operator of said “Mistie Dawn”. RENTER will not allow any person who is not qualified to operate the boat. 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 “Mistie Dawn”, or permit anyone to operate the “Mistie Dawn”, 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.

**14. WATERCRAFT USE:** The RENTER understands that conditions (weather, water levels, etc.) are variable and RENTER must exercise caution, pre-planning, and good judgment in the use of watercraft. At NO TIME should the total weight in the boat exceed the maximum capacity as marked on the vessel. At NO TIME shall RENTER allow anyone not listed on agreement to travel on “Mistie Dawn”

**15. REPAIRS-SERVICE CALLS:** RENTER acknowledges and understands that M & M RIVER RENTALS cannot guarantee mechanical failures of the rental. RENTER shall immediately notify M & M RIVER RENTALS of defective or non-working equipment. M & M RIVER RENTALS 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 “Mistie Dawn” will be made by M & M RIVER RENTALS. 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 security deposit or credit card on file. RENTER must be given approval by M & M RIVER RENTALS’S representative to allow any mechanical adjustments to be made to the watercraft.

**16. LOSS OF RENTER(S) PROPERTY:** It is expressly agreed that M & M RIVER RENTALS shall not be liable for the loss or damage to any property left or stored by RENTER or any other person in or upon said “Mistie Dawn” after return thereof to M & M RIVER RENTALS. RENTER agrees to hold M & M RIVER RENTALS harmless from, and against, any such claims.

**17. RETURN OF “MISTIE DAWN”:** RENTER acknowledges and understands that he/she will return “Mistie Dawn”, with all listed inventory as marked on “Inventory Sheet.” RENTER acknowledges that any missing inventory will be charged against security deposit. If missing inventory exceeds security deposit, RENTER will be notified and charged accordingly.

**18. RELEASE OF LIABILITY/ASSUMPTION OF RISK:** I, the RENTER, understand HAZARDOUS ACTIVITIES are not permitted. I, the RENTER, understand I, the RENTER, on my own behalf and on behalf of all others who are 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 “Mistie Dawn” rented. In the event someone is injured during use of the watercraft or if someone other than RENTER is operating the “Mistie Dawn” 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 watercraft during the rental period and until the “Mistie Dawn” is returned to the control of M & M RIVER RENTALS via the agreed-upon check in procedure. I, the RENTER, further undertake sole responsibility to ensure that each person who engages in any water activities during the rental period executes a WAIVER AND RELEASE prior to engaging in any such water activities.

**19. LIABILITY AGREEMENT:** I, the RENTER, hereby release and hold harmless from any legal liability, M & M RIVER RENTALS 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 “Mistie Dawn”; 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 “Mistie Dawn” and that the security deposit is a deposit against costs of repairs or cleaning that may be required because of physical damage to the “Mistie Dawn” during the rental period or against

liability that RENTER may incur to M & M RIVER RENTALS pursuant to this agreement. Further, I, the RENTER, am responsible for all damage and/or losses to the "Mistie Dawn" or any of its contents during that period. I, the RENTER, indemnify and hold M & M RIVER RENTALS 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 "Mistie Dawn" during the rental period.

**20. AUTHORIZE/REVOKE USE OF "MISTIE DAWN":** M & M RIVER RENTALS or its agents reserves the right to: (a) authorize the use of the "Mistie Dawn"; and (b) revoke the use of the "Mistie Dawn". Decisions on the part of M & M RIVER RENTALS or its agents regarding the use of the "Mistie Dawn" by RENTER are made for safety reasons, including, but not limited to, the following: (a) unsafe operation of the "Mistie Dawn"; (b) lack of sobriety of RENTER or any other person using the rented "Mistie Dawn"; and/or (c) unsafe weather conditions.

**21. LEGAL FEES:** I, the Renter, AM RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION AGENCY FEES, AND COURT COSTS FOR MYSELF AND M & M RIVER RENTALS incurred by any dispute in damages if legal action is necessary, because of my neglect to return the watercraft or "Mistie Dawn" in the same condition that it was received at the beginning of my rental period.

**22. CLEANING FEES:** I, the RENTER, understand that if the "Mistie Dawn" is not as clean upon return as it was upon checkout it will be professionally detailed at a rate of \$15 per foot of boat and I will be responsible for such costs. Boat Rental Agreement Page 5

**23. DOCKS/ BUOYS:** I, the RENTER, understand that if I damage, or hit any dock or structure, I will be responsible for the cost of and all repairs thereto.

**24. 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 "Mistie Dawn" during the term of this boat rental agreement. IN OTHER WORDS, I AM FULLY RESPONSIBLE FOR EVERYTHING THAT HAPPENS TO ME, THE "MISTIE DAWN", THE FACILITIES AND ALL OTHER PERSONS IN THE AREA WITH ME DURING THE TERM OF THE RENTAL PERIOD.

**25. 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.

**Please initial each statement and sign below to indicate you understand the requirements of operating this vessel and further acknowledging acceptance of the following rules:**

**A.** \_\_\_\_\_ Renter and renter's guest/s, will obey all federal, Florida, and local laws, ordinances, rules or regulations with respect to the use and operation of the "Mistie Dawn" boat equipment and will obey all lawful directives, emergency or law enforcement personnel while operating the "Mistie Dawn" boat equipment.

**B.** \_\_\_\_\_ Renter and renter's guest/s, will NOT, at any time, dangle their legs off the sides of the "Mistie Dawn" boat while the engines are started and/or in motion. This is against the law and dangerous. You can be pulled under the boat resulting in serious injury or death.

**C.** \_\_\_\_\_ Renter and renter's guest/s, will ensure the motor is to be in up position and key out of ignition before anyone is allowed to engage in any in water activities.

**D.** \_\_\_\_\_ Renter understands and knows how to use the three step ladder for access to and from boat, using it as the exclusive/only point of access, furthermore, ensuring the ladder is properly stowed before/prior to starting the engine.

**E.** \_\_\_\_\_ Renter and renter's guest/s, will not jump and/or dive from vessel at any time while aboard. Access to and from water is to be by ladder only.

**F.** \_\_\_\_\_ Renter and renter's guest/s, will follow instructions on location of all safety equipment on this vessel.

**G.** \_\_\_\_\_ "Operator" will not consume, nor be under the influence of, any intoxicant (including but not limited to alcohol or any other controlled substance not to exclude prescription drugs that may make you drowsy and/or impair

your judgement) while operating the "Mistie Dawn" boat equipment and supervising his/her guest/s are obeying said rules herein. RENTER also understands that they are responsible for the safety of all people on board. RENTER understand where all safety equipment is and have no further questions.

H. \_\_\_\_\_ Renter and renter's guest/s, will not make unreasonable or excessive noise while operating the "Mistie Dawn" boat equipment. Other boaters including the marine police may assume you are signaling for help or in distress.

I. \_\_\_\_\_ Renter and renter's guest/s, will return all of the "Mistie Dawn" boat equipment, in good working order and condition, at the end of the rental agreement and if any equipment has been lost, Renter will inform M & M River Rentals upon return. Renter will be financially responsible for all lost equipment cost at current market value.

J. \_\_\_\_\_ Renter will follow all posted speed limits, including obeying the NO WAKE ZONES and rules of navigation while on the water, and furthermore, will stay clear of all other boats in operation on the water. Renter will not attempt to board another vessel from the "Mistie Dawn" boat. Renter will take care not to allow the "Mistie Dawn" boat to collide or damage other vessels that may be docked in the marina or in operation on navigable waters.

K. \_\_\_\_\_ Renter and renter's guest/s, will not throw trash or litter from the "Mistie Dawn" boat, into the water or otherwise, and acknowledges that they may be operating in environmentally sensitive areas. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter will be deposited in the appropriate trash receptacles.

L. \_\_\_\_\_ Renter will not take the "Mistie Dawn" out of waterways not permitted in Rental Agreement.

M. \_\_\_\_\_ Renter will not allow anyone other than Renter and/or guest who is qualified with completed boater safety course to use or operate the "Mistie Dawn" boat equipment.

P. \_\_\_\_\_ Renter will not, "except in an emergency" to return to dock or place fuel in the gas tank without permission from M & M River Rentals.

Q. \_\_\_\_\_ Renter will not maneuver the "Mistie Dawn" in inclement weather and acknowledges the dangers of operation during storms are dangerous!

R. \_\_\_\_\_ Renter will not operate "Mistie Dawn" after dusk or before dawn. Nighttime operation is not permitted.

**DRIVERS AUTHORIZED BY RENTER:**

1. \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_

2. \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_

**PASSENGERS AUTHORIZED BY RENTER:**

1. \_\_\_\_\_

5. \_\_\_\_\_

2. \_\_\_\_\_

6. \_\_\_\_\_

3. \_\_\_\_\_

7. \_\_\_\_\_

4. \_\_\_\_\_

8. \_\_\_\_\_

**Renter's Signature** \_\_\_\_\_

**M & M RIVER RENTALS, LLC Representative** \_\_\_\_\_ **Date:** \_\_\_\_\_