

SUN CHASERS PONTOON RENTALS, LLC

PONTOON BOAT RENTAL AGREEMENT

This Pontoon Boat Rental Agreement is made by and between SUN CHASERS PONTOON RENTALS, LLC and the Renter identified below and is effective as of the date located next to the signature of the renter below.

1. Renter

Name of Renter: _____

Street Address: _____

City, State, Zip Code: _____

Cell Phone#: _____

Email Address: _____

Driver's License Number: _____

Date of Birth: _____

Credit Card Type: _____

Name (as printed on card): _____

Credit Card Number: _____

Expiration: _____ Security code: _____

Emergency Contact: _____

Emergency Contact Phone Number: _____

2. Rental Rate and Rental Duration.

2 hours	3 hours	4 hours	5 hours	6 hours	7 hours	8 hours
\$250	\$325	\$400	\$450	\$500	\$525	\$550

Gas not included.

The pontoon boat and all associated equipment is rented for \$_____, on _____ (date)
From _____ a.m./p.m. (departure time) until _____ a.m./p.m. (return time). Payment is due immediately upon
execution of this agreement. Any pre-payment made in the amount of \$_____ through credit card last four
digits ending _____ shall be honored in accordance with the renter's credit card agreement and obligations.
Sales Tax 7% \$_____.

Balance due is \$_____. Cash ____ or Last four digits of CC used: _____.

Grand Total tendered: \$_____.

3. GENERAL TERMS AND CONDITIONS

This Rental Agreement sets forth the entire agreement with the exception of the attached Liability Waiver, and furthermore, understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party except as recited herein. If any provision or part of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party to this Rental Agreement. This Rental Agreement shall be governed by and construed under the laws of the State of Florida and a venue in Pinellas County, Florida. In the event SUN CHASERS PONTOON RENTALS, LLC prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify SUN CHASERS PONTOON RENTALS, LLC for its litigation expenses, including without limitation, reasonable attorneys fees and court costs not to exclude collection costs incurred. I acknowledge and agree that SUN CHASERS PONTOON RENTALS, LLC is not affiliated with O'Neill's Marina or any other subsidiaries or affiliates of those entities and that this Rental Agreement is a contract solely between SUN CHASERS PONTOON RENTALS, LLC and me the below signed.

Initial Acceptance _____.

4. OPERATION INSTRUCTIONS

I acknowledge and certify, I have received a minimum of 30 (thirty) minutes of hands on operation instructions aboard the watercraft by a SUN CHASERS PONTOON RENTALS, LLC agent prior to my scheduled departure time. My hands on training included motor boating the vessel into the Inter Coastal Waterway in and out of no wake zones allowing me to operate the vessel under SUN CHASERS PONTOON RENTALS, LLC Agent supervision. After receiving said hands on instruction, I am confident and physically capable in all aspects of said Watercraft and following all safety instructions provided by SUN CHASERS PONTOON RENTALS, LLC.

Initial Acceptance _____.

5. USCG SAFETY CHECKLIST

I have been adequately shown the locations and procedures of how to access and utilize all safety equipment aboard the vessel to my satisfaction. I have been provided a copy of the signed USCG Pontoon Boat Safety Checklist for further review if necessary. I am confident of my knowledge & physical capacity to execute the procedures outlined within the attached 2 (two) page USCG Pontoon Boat Safety Check List.

Initial Acceptance _____.

6. Rules for Use of Pontoon and Equipment.

Renter agrees that he or she shall use all equipment, including the pontoon boat, safety (life) vest, engine, navigation system, gas tank, ropes, anchor, and safety flares/ whistle (herein after collectively referred to as the "pontoon boat equipment") only for the purpose of personal entertainment, with safety always in mind and first priority in accordance with ALL of the following rules.

Initial Acceptance _____.

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

- A. _____ Renter and renter's guest/s, shall/will obey all federal, Florida, and local laws, ordinances, rules or regulations with respect to the use and operation of the pontoon boat equipment and shall obey all lawful directives of the O'Neill's Marina Dock Master, emergency or law enforcement personnel while operating the pontoon boat equipment.
- B. _____ Renter and renter's guest/s, shall/will Not, at any time, dangle their legs off the sides of the pontoon 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, shall/will close and secure the front and back door with all riders safely inside BEFORE/PRIOR to the ignition key is inserted and pontoon boat engine started. All riders must not sit, stand and/or ride on the upper deck and/or ladder to upper deck while pontoon boat engine is started/running and/or in motion.
- D. _____ Renter and renter's guest/s, shall/will ensure the motor is to be in down position and key out of ignition before anyone is allowed access to upper deck to slide and/or engage in any water activities.
- E. _____ Renter and renter's guest/s, shall/will not allow no more than 4 people up top on upper deck at any time.
- F. _____ Renter understands and knows how to use the three step fold up ladder located on starboard side (right side if in captain/pilot chair) 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.
- G. _____ Renter and renter's guest/s, shall/will not jump and/or dive from lower and/or upper deck at any time while aboard the vessel. Access to and from water is to be by ladder or slide only.
- H. _____ Renter and renter's guest/s, shall/will designate a capable and sober look out for in water activities.
- I. _____ Renter and renter's guest/s, has been instructed/shown and understands where all safety equipment is located on this vessel.
- J. _____ "Renter and/or Operator" shall 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 judgment) while operating the pontoon boat equipment and supervising his/her guest/s are obeying said rules herein. I (renter) also understand that I am responsible for the safety of all persons on-board. I (renter) understand where all safety equipment is and have no further questions.
- K. _____ Renter and renter's guest/s, shall/will not make unreasonable or excessive noise while operating the pontoon boat equipment. Other boaters including the marine police may assume you are signaling for help in distress.
- L. _____ Renter and renter's guest/s, shall/will return all pontoon boat equipment, in good working order and condition, at the end of the rental agreement and if any equipment has been lost, Renter shall inform the Sun Chasers Pontoon Rentals, LLC's employees/agent upon return. Renter shall be financially responsible for all lost equipment cost at current market value.

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

N. _____ Renter and renter's guest/s, shall/will not throw trash or litter from the pontoon 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 shall be deposited in the appropriate trash receptacles.

O. _____ Renter shall/will not take the pontoon boat more than 7 nautical miles from O'Neil's Marina.

P. _____ Renter shall/will not allow anyone other than Renter and/or guest to use or operate the pontoon boat equipment. Only the renter is authorized to pilot/drive/operate/navigate the pontoon boat.

Q. _____ Renter shall/will not maneuver the pontoon boat into the Gulf of Mexico and or the Pass (waterway leading into the gulf) at any time! The waters are too rough for the pontoon boat to operate safely.

7. CAUTION!!---PHYSICAL DAMAGES

By my authorized signature below, I agree that I have read and fully understand the attached Waiver and Release of Liability and furthermore, agree to pay for any and all repair costs and other physical damages that may occur to the watercraft during my rental, operation or other use from any cause whatsoever whether deliberate or unintentional as specifically set forth in Exhibits "A" "B" "C".

Renter Signature _____.

EXHIBIT "A"

I hereby voluntarily and of my own volition give SUN CHASERS PONTOON RENTALS, LLC the right to immediately charge my credit card in the event there is any damage to, accident or incident of any kind regarding the rented watercraft during the rental period. This includes damages done to the rental watercraft, motor, or equipment as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules. I understand that SUN CHASERS PONTOON RENTALS, LLC will conduct an estimate for repairs by a reputable licensed repair company of their sole choosing and provide me with a copy for review. I further covenant and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card. I recognize that SUN CHASERS PONTOON RENTALS, LLC has a good faith basis for requiring this provision as it is the only way to protect them from canceling my credit card or challenging the charges in the event of damages to the watercraft. All damages deemed extreme by SUN CHASERS PONTOON RENTALS, LLC are subject to investigation by the Pinellas County Sheriff's Department.

Initial Acceptance _____.

EXHIBIT "B"

I hereby voluntarily and of my own volition give SUN CHASERS PONTOON RENTALS, LLC the right to immediately charge my credit card, provided via photocopy on file, and agree not to challenge the charge on my credit card with the bank or financial institution issuing my card.

Initial Acceptance _____.

EXHIBIT “C”

In the event the credit card declines, I agree to reimburse SUN CHASERS PONTOON RENTALS, LLC immediately for any and all accidental and/or intentional damages incurred while watercraft is in my possession not to exclude all accessories provided aboard the vessel. I agree to make SUN CHASERS PONTOON RENTALS, LLC whole again for any losses they incurred. I also agree to pay for collection costs and cooperate with SUN CHASERS RENTALS, LLC affiliates, not to exclude their insurance providers/underwriters and/or investigators of all capacity.

Initial Acceptance _____.

8. CANCELLATION POLICY

Cancellations may be made 2 days or more prior to the scheduled boat rental departure time without penalty. I agree cancellations within 2 days of scheduled boat rental departure time shall be charged 50% of agreed upon rental price. I agree cancellations due to “NO SHOW” shall be charged 100% of agreed upon rental price on the credit card I provided. SUN CHASERS PONTOON RENTALS, LLC reserves the right to cancel any reservation due to inclement weather that would make the rental unsafe in which a full refund will be given. Decision to cancel due to inclement weather belongs solely to SUN CHASERS PONTOON RENTALS, LLC not the Renter.

Initial Acceptance _____.

9. PRIVACY

SUN CHASERS PONTOON RENTALS, INC DOES NOT sell nor share Renter and/or their guest’s information with anyone. We shred and destroy all sensitive information (IE. Credit card numbers) after you return from your rental and finalize the service/s you (Renter) received. Only in the event of an emergency would SUN CHASERS PONTOON RENTALS, LLC share Renter’s name and guest itinerary with the proper authority personnel cooperating with rescue, emergency and/or criminal investigation efforts.

10. FIRST AID KIT AND FIRE EXTINGUISHERS

First Aid kit and Fire Extinguishers are provided aboard the vessel in the event of an emergency. I agree to reimburse SUN CHASERS PONTOON RENTALS, LLC for the use of any First Aid equipment accessories used and/or replacement of any safety equipment not to exclude Fire Extinguishers used while aboard the watercraft at current fair market value.

Initial Acceptance _____.

11. SCHEDULING TIMES & PUNCTUALITY

I agree to arrive at O’Neill’s Marina 1 (one) hour early prior to my scheduled departure time to complete all paperwork, tender payment, and participate in my hands on safety training and orientation. If I arrive late, the scheduled safety orientation time allotted will be deducted from my scheduled rental time and I agree my charges will not be compensated nor adjusted for my tardiness. I also agree if I return the pontoon boat later than the scheduled return time, I will be charged at the rate of \$200 per hour additional, unless arrangements have been made prior. Furthermore, I agree that the additional hours are not prorated. 15 minutes late = 1 (one) billable hour. I agree and understand my punctuality is paramount to prevent additional charges.

Initial Acceptance _____.

12. FUEL COSTS

When returning to O'Neill's Marina the dock master and/or SUN CHASERS PONTOON RENTALS, LLC Staff will assist you in replenishing the fuel consumed during your rental. Once the tank is topped off, O'Neill's Marina will need to swipe your credit card for payment of fuel. Cash is also accepted. SUN CHASERS PONTOON RENTALS, LLC is not responsible nor provides the fuel for your rental. Renter assumes the cost of fuel at current market value.

Initial Acceptance _____.

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS RENTAL AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THIS RENTAL AGREEMENT, AND THAT I HAVE RELIED SOLELY ON MY OWN JUDGEMENT IN EXECUTING THIS RENTAL AGREEMENT. I HAVE READ THE TERMS OF THIS RENTAL AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE AND COVENANT NOT TO SUE, AND INDEMNITY, AND I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF SUN CHASERS PONTOON RENTALS, LLC WATERCRAFT. I ENTER INTO THIS RENTAL AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Renter's Signature _____.

Date:_____.

SUN CHASERS PONTOON RENTALS, LLC Staff: _____.

Date: _____.

SUN CHASERS PONTOON RENTALS, LLC

LIABILITY WAIVER

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE BOAT OWNER AND SUN CHASERS LLC FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY BOAT OWNER AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BOAT EVEN FOR CLAIMS THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF THE OWNER.

1. WAIVER/RELEASE OF LIABILITY

By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages 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 the Boat. The undersigned assumes full responsibility for any such injuries or damages which may occur and further agrees that Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that the **Owner shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY OWNER**, 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 Owner.

Initials of Renter/Operator: _____.

2. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the Boat 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 Boat, and assumes all risks of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence or fault of Owner.**

Initials of Renter/Operator: _____.

3. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Owner 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 the Boat, **even if such damages arise out of the negligence or fault of Owner.**

Initials of Renter/Operator: _____.

Renter's Signature: _____ . Date: _____.

Renter's Guest Itinerary

1. Full Name: _____ DOB: _____ Weight: _____
2. Full Name: _____ DOB: _____ Weight: _____
3. Full Name: _____ DOB: _____ Weight: _____
4. Full Name: _____ DOB: _____ Weight: _____
5. Full Name: _____ DOB: _____ Weight: _____
6. Full Name: _____ DOB: _____ Weight: _____
7. Full Name: _____ DOB: _____ Weight: _____
8. Full Name: _____ DOB: _____ Weight: _____
9. Full Name: _____ DOB: _____ Weight: _____

I _____ understand that I am solely responsible for the boat I am renting and all occupants aboard the vessel while in my operation. I agree to follow all rules and regulations and take care of the boat as my own. I hold SUN CHASERS PONTOON RENTALS, LLC harmless for any damage to other boats or people and understand I am responsible for my actions.

Fees listed below but not exclusive to:

Going outside allowed area \$150

Losing a dock line \$25

Getting stuck on flats due to not staying in channel markers \$250

Losing an anchor \$75

Damage to exterior TBD by a shop within 3 days

Spinning a hub due to running aground \$200

Having to have someone run out to start boat \$150

Running boat into sandbar and clogging the water cooling system \$250

Renters signature: _____



KEEPING YOUR BOATING EXPERIENCE FUN AND SAFE NASBLA Seal of Safe Boating Practices

..... A Checklist from the U.S. Coast Guard and this Company



- ☐ I will make sure my passengers and I each have a properly fitted and properly adjusted U.S. Coast Guard-approved life jacket and know how to put it on.
- ☐ I understand that my passengers and I should wear a U.S. Coast Guard-approved life jacket at all times when boating.



- ☐ I have assigned one responsible adult to keep track of the whereabouts and safety of each child on board.
- ☐ I understand that life jackets sized for adults are unsafe for children.



- ☐ I understand when crossing the path of another boat, I should yield to the boat on my right, (starboard).

- IF I OR THE OTHER BOAT FAIL TO ACT -



- ☐ I understand there is the threat of a collision and it is my responsibility to slow down, steer away and/or stop.



- ☐ I understand that when I meet another boat head-on I should steer to the right (starboard).



- ☐ I understand that when I overtake another boat I should pass on the left (port) side, leave plenty of room, and yield (give way) to that boat. If conditions require it, I may pass on the right (starboard) side.



- ☐ I understand that I must yield (give way) to all boats under sail.



- ☐ I understand that under Federal and/or State law it is a crime to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- ☐ I understand that using alcohol, drugs and certain prescription medications may impair my ability to operate this boat safely.
- ☐ I will not operate this boat or allow anyone else to operate this boat while under the influence of alcohol or drugs.



- ☐ I will not permit swimming, diving, sliding, or jumping from or near the boat unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.
- ☐ I will check to make sure that the water is deep enough before allowing head-first diving from the boat.
- ☐ I will instruct my passengers never to dive or jump off of a moving boat.



- ☐ I confirm that rental company staff have informed me about local hazards such as shallow water, submerged objects, currents, and weather conditions. A list is attached.



- ☐ I acknowledge that rental company staff have explained to me the local laws and regulations that apply to boating in this area. I understand them and will follow them carefully.



- ☐ I understand that five short blasts of a horn or whistle signal danger or need for assistance.



- ☐ I understand that it is recommended that I take a safe boating course approved by NASBLA through the U.S. Coast Guard Auxiliary, United States Power Squadrons® and individual states which would help me when I rent or operate boats.

PONTON/DECK BOAT



- ☐ I understand that under Federal and/or State law it is a **crime** to operate a boat while persons are sitting on the front (bow), sides (gunwales), rear (stern), or swim platform. This behavior is considered grossly negligent operation of a boat.



- ☐ I understand that there is an awareness zone that includes the front (bow), sides (gunwales), rear (stern) and swim platform, and extends 30 feet behind and around this boat.

- ☐ I will educate all of my passengers on the awareness zone, and I will not allow anyone to enter the awareness zone unless the boat motor is turned off, the keys are removed, and I have counted to ten to allow the propeller time to stop spinning.



- ☐ I will take a head count to make sure all passengers are present and accounted for before starting the motor.

- ☐ I understand that it is particularly dangerous to sit on the front of the platform of this boat, because a slip between the pontoons will "funnel" a passenger into the boat propeller.



- ☐ I understand that the motor of this boat produces Carbon Monoxide, a colorless, odorless, and lethal gas that can quickly affect people in the awareness zone.

- ☐ I will not use any generator that is not supplied as part of the rental package on this boat.



- ☐ I understand that this boat has no brakes, so that stopping quickly may be difficult or impossible if I am going too fast.



- ☐ I will not operate this boat at speeds that are unsafe for the conditions.

- ☐ I will obey No Wake zones/signs.



- ☐ I have been instructed on how to use the navigation lights and anchor lights on this boat and I will display them properly if operating at night or when visibility is poor.



- ☐ I will make sure that there is a lookout other than the boat operator whenever passengers or parts of this boat obstruct the operator's view.



- ☐ I have been informed of the total capacity of ____ people and ____ lbs of gear for this boat. I will not exceed that limit.

- ☐ I understand that overloading this boat is unsafe and against the law.



- ☐ I will anchor where it is easy for other boats to see this boat (so long as the area is anchorable).

- ☐ I will anchor this boat only from the front (bow).



- ☐ I will check to make sure that the water is deep enough before allowing head-first diving from the boat.

- ☐ I will instruct my passengers **never** to dive or jump off of a moving boat.

- ☐ I will make sure that I, or someone who knows how to operate the boat, remain on board whenever the boat is unanchored.



- ☐ I have been instructed on what to do in the case of a person overboard, collision, or other dangerous situation.



- ☐ If this boat is equipped with an engine cut-off device, I will use it.

- ☐ I have received an operational orientation for this boat and understand that a written manual is on board.

Signed

Date