



100 Pro Boats LLC

Signature requested on November 23, 2021

Boat rental Agreement and Waiver of liability

Business: 100 Pro Boats LLC

booking@100proboats.com

908 NE 20th Ave, FORT LAUDERDALE, FL,
33304

(954) 278-0491

Recipient: . .

i@i.com

This contract is between 100 Pro Boats LLC (the "Business") and . . (the "Client") dated 11/23/2021.

Terms

Boat Rental Agreement and Waiver of Liability

Boat Rental Agreement

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein Booked on the same day than this Agreement. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this Agreement Rinker QX18 8 People, Rinker Q3 12 People, Greenline NEO 12 People, a Captain hired by ESSEE is always to include in the total People number. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay for OVERTIME AT THE RATE POSTED IN THE OFFICE, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED OR WILL EXAM THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED BEFORE STARTING THE BOOKED RENTAL. 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.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are or the person operating and captaining the vessel are experienced and capable in all aspects of the handling and operation of a craft such as the one rented above.

1. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.

2. Credit Card or Cash deposit 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 equipment; gas usage, or to be applied to the rental charges upon return of the craft by LESSEE. The foregoing shall not limit LESSOR'S ability to seek its further damages at law or equity.

Deposit amounts Rinker Q3 \$500, Rinker QX18 \$500 Greenline NEO \$1,000.

LIST OF FEES

Late Fee: Overtime charged for late return after pre-booked rental duration, prorated based on booking price and duration plus 25%.

Gas Fee: \$5.39 per Gallon for not refilled gas level to original level when LESSEE left home dock.

Missing Equipment Fee: Fender \$30, Docking Line \$30, Live Vest \$25, other equipment based on current market price.

Cleaning Fee: Extensive Cleaning from Food, Alcohol and all other kind of beverages, Fishing, Smoking, broken Glass.....

Damage Fee: will be charged based on Contractor hourly rate and materials.

Common damages are Fiberglass, Gelcoat, Windshields, Props, Upholstery.....

3. 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 of liquor and/or narcotics; d. of the rental craft by any other person not the signatory of this agreement, or not equally qualified.

4. 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 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.

5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and 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 suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county and state of LESSOR. This agreement shall be governed by the laws of the state of LESSOR.

6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately report 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.

7. 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.

8. LESSOR reserves the right to cancel this Agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used.

9. 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 to see that his/her family and/or guest(s) will obey the rules.

10. 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 in full force and effect.

11. THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAINS 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 ALL RATE INFORMATION POSTED IN LESSOR'S OFFICE.

Recipient initial

Cancelation Terms and Qualification

Lessee has read and agreed to Cancelation Terms and Qualification delivered with the online reservation.

<https://www.100proboats.com/cancelation-terms-qualification>

Recipient initial

WAIVER AND RELEASE OF LIABILITY

I. **DISCLAIMER** - This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by 100 PRO BOATS, LLC. *(For purposes of this Waiver and Release, the term "Rental Company" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of 100 PRO BOATS, 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 Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company 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 Rental Company.

Recipient initial

WAIVER AND RELEASE OF LIABILITY

II. **ACKNOWLEDGMENT 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, including, but not limited to sharks and/or sting rays; 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 or illnesses, including sunburn, sunstroke or dehydration. Further, the undersigned understands that the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

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WAIVER AND RELEASE OF LIABILITY

III. **EXPRESS ASSUMPTION OF RISK** - The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company 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 illness, including but not limited to sprains, torn muscles and/or ligaments; fractured 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 of injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence or fault of Rental Company.

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WAIVER AND RELEASE OF LIABILITY

IV. **WAIVER/RELEASE OF LIABILITY** - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company 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 Rental Company regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Rental Company shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY, 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 Rental Company.

Recipient initial

WAIVER AND RELEASE OF LIABILITY

V. **LIABILITY TO THIRD PARTIES** - The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company 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 Rental Company, even if such damages arise out of the negligence or fault of Rental Company.

Recipient initial

WAIVER AND RELEASE OF LIABILITY

VI. **ACKNOWLEDGMENT 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, operate, or use equipment from Rental Company 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 Rental Company for Rental Company's negligence.

Recipient initial	
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Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Michael Binder
Owner signature	<i>Michael Binder</i>
Business date signed	11/23/2021

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	