



100 Pro Boats Boat Rentals

Signature requested on October 23, 2022

Recreational Bareboat Charter Agreement, Waiver of liability, Cancelation Terms

Business: 100 Pro Boats Boat Rentals

booking@100proboats.com

908 NE 20th Ave, Fort Lauderdale, FL, 33304

(954) 278-0491

Recipient: test test

test@test.com

This contract is between 100 Pro Boats Boat Rentals (the "Business") and test test (the "Client") dated 10/23/2022.

This includes the Recreational Bareboat Charter Agreement, Contractual Assumption Acknowledgement of Risk and Liability Waiver and release Agreement and Cancelation, rescheduling Policy.

Terms

1. RECREATIONAL BAREBOAT CHARTER AGREEMENT

In consideration of the agreement herein, 100 PRO BOATS LLC (hereafter referred to as the OWNER) does lease to the undersigned (hereafter referred to as the CHARTERER) the Vessel and equipment described herein Booked online or in person with the OWNER or affiliated agent.

2. MINIMUM AGE OF CHARTERER

The minimum age of the CHARTERER is 21 Years

3. POSSESSION, RESPONSIBILITY AND CONTROL OF THE VESSEL AND CHARTER

This is a Recreational Bareboat Charter Agreement therefore it is mutually agreed to by the Parties that the full possession, control, and responsibility of the Vessel is transferred to the CHARTERER for the charter period. CHARTERER acknowledges 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 CHARTERER that OWNER shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the Vessel. CHARTERER FURTHER AGREES to indemnify and hold harmless the OWNER from, and against 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. CHARTERER further agrees to hold the OWNER harmless should loss or damages occur to any of the CHARTERER'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.

4. BAREBOAT CAPTAIN AND CREW

The CHARTERER will furnish its own crew and is responsible for operating expenses for the term of the Charter period. If CHARTERER chooses to utilize the services of a captain, the CHARTERER shall remain responsible for the operation and management of the Vessel, except for the safe navigation of the Vessel, which shall be responsibility of the captain, and the CHARTERER shall abide by the captain's judgement for Vessel safety regarding sailing, weather, anchorages, and other pertinent matters.

5. CHARTERER OR A DIFFERENT PERSON FROM CHARTERER GROUP IS CO OR SOLE OPERATOR OF VESSEL

If the CHARTERER or a different person from CHARTERERS Group/Guests is to co or sole operate the Vessel, the CHARTERER and other Operator certifies that CHARTERER and other person operating is experienced, licensed, if applicable and competent in the handling and operation of a Vessel of the type named in this agreement and chartered that CHARTERER has sufficient practical knowledge of seamanship, piloting, and Rules-of-the-Road to properly exercise full authority over the Vessel and is under the command of a competent person. A competent person must have a minimum of two years of experience operating vessels of a similar type and size (within 10 feet) to the Scheduled Vessel, have no marine losses in the last ten years, no violations/suspensions (including auto) in the last five years and no criminal convictions or pleas of no contest ever. The Charterer agrees that the Charterer will not allow the Vessel to be operated by any person not qualified to do so during the Charter Period.

6. FLORIDA REQUIRED BOATING SAFETY EDUCATION

In order to operate a motorboat of ten (10) horsepower or greater, Florida law requires anyone who was born on or after Jan. 1, 1988 to successfully complete an approved boating safety course and obtain a Boating Safety Education Identification Card issued by the FWC. The Boating Safety Education Identification Card is proof of successful completion of the educational requirements and must be shown at check in.

7. PLEASURE USE LIMITATION

The CHARTERER agrees that the Vessel shall be used exclusively as a private pleasure Vessel and shall not transport cargo, nor engage in trade, nor violate any laws of jurisdictions where the Vessel may travel, including parks, sanctuaries, and protected areas.

8. NAVIGATIONAL LIMITS

The Vessel shall not navigate beyond the navigation limits set by the OWNER and the Vessel insurer without prior written approval by the Vessel's insurer, with any additional premium that may be due paid by the CHARTERER.

Current Navigational limits are Latitude 25 North to Latitude 27 North on the Florida East Coast maximum 2 miles offshore including Intracoastal, Channels, and Rivers. CHARTERER is not allowed to go through Inlets like Haulover, Boca, Boynton, when currents, wake height and other weather and sea condition are too dangerous for a safe passage.

9. COMPLIANCE WITH LAW

The CHARTERER shall comply and shall ensure that the CHARTERER's guests comply with the laws and regulations of any country into whose waters the Vessel shall enter during this Agreement.

The CHARTERER shall be liable for fines, penalties, damages, and forfeitures because of negligence or intentional acts of the CHARTERER, the CHARTERER's guests or invitees, and the CHARTERER shall indemnify, hold harmless and defend the OWNER.

10. NO PETS WITHOUT WRITTEN CONSENT

The CHARTERER shall ensure that no pets or other animals are brought on board the Vessel without the consent in writing of the OWNER.

11. NO NUISANCE

The CHARTERER shall ensure that the behavior of the CHARTERER and the CHARTERER's guests shall not cause a nuisance to any person or bring the Vessel in disrepute.

12. ZERO TOLERANCE FOR DRUGS OR CONTRABAND

The use, transport, or possession of illegal drugs or narcotics, or of any other contraband, or the participation in any other unlawful activity, such as the transport of illegal aliens, is strictly prohibited. The participation in any of these activities by any member or guest of the Charter continues in breach of this Agreement and shall be cause for immediate termination of this Agreement without refund of Charter Fee additional payments made by the CHARTERER.

13. NO WEAPONS

It is also specifically understood that the possession or use of any weapons (including particularly firearms) is strictly prohibited on board the Vessel and failure to comply shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER.

14. EXAMINATION AND ACCEPTANCE OF VESSEL

The CHARTERER certifies that the Vessel and Equipment has or will be examined and found acceptable and suitable for the purpose for which the Vessel is chartered before starting the booked charter.

15. OPERATION IN ACCORDANCE WITH SAFETY RULES AND REGULATIONS

That CHARTERER will operate the VESSEL in accordance with all SAFETY RULES AND REGULATIONS as posted on the OWNER's website, offices, and Vessel, AND FURTHER CERTIFIES THAT CHARTERER HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. That CHARTERER will maintain both craft and equipment in a safe, dependable condition while in CHARTERER's custody.

16. INSURANCE

The OWNER has the Vessel insured with first-class insurers against all customary risks for a Vessel of her size and type for Bareboat Charter only. The OWNER shall pay the Vessels insurance premium. All such insurances shall be on such terms and subject to such excess (deductible) as are customary for a Vessel of this size and type. Copies of all relevant insurance documentation shall be available for inspection by the CHARTERER prior to the CHARTER on reasonable notice to the OWNER and shall be carried on board the Vessel. The CHARTERER has the sole responsibility and duty to determine whether such insurance coverage and applicable deductibles are adequate and appropriate for the CHARTERER's purposes and if necessary, arrange for additional coverage at least to the extent of covering liability not included in the OWNERS's insurance, prior to commencement of the Charter.

17. MAXIMUM NUMBER OF PERSONS, RESPONSIBILITY FOR CHILDREN AND HEALTH OF THE CHARTERER'S PARTY

The CHARTERER shall not, at any time during the Charter Period, permit more than the Maximum Number of Person on Board of the Vessel. Children and babies are counted as Person (Headcount).

If Children are taken on board, the CHARTERER shall be fully responsible for their conduct, entertainment, and safety.

The nature of a charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. If illness or physical problems prevent a person or a part of the CHARTERER's group from participating in the charter, this will be no acceptable reason for cancellation of the Charter.

CHARTERER agrees said Vessel will not be occupied by a greater number of persons than is shown in this Agreement, Rinker QX18 8 Person, Rinker Q3 12 Person, Rinker Q5 11 Person, Greenline NEO 12 Person plus crew, Sea Ray 410 Express Cruiser 12 Person plus crew, a Captain or Crew hired independently by CHARTERER is always to include in the total Passenger number unless is says plus crew.

18. DEPOSIT

Credit Card or Cash deposit shall be retained by the OWNER as partial compensation and not limited to the deposit amount for failing to return said Charter VESSEL 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 CHARTERER. The foregoing shall not limit OWNER's ability to seek its further damages at law or equity. Deposit amounts Rinker QX18 \$500, Rinker Q3 \$500, Rinker Q5 \$700, Greenline NEO \$1,000, Sea Reay 410 Express Cruiser \$1,500.

19. FUEL POLICY

Vessel will be delivered with a full tank of FUEL Premium Marine Gas or Diesel. CHARTERER is responsible for refilling when coming back to the home dock. Fuel Price is Published at the Check in to the Charter. Under certain circumstances refilling is allowed by the CHARTERER during his Charter, CHARTERER must show the original Fuel receipt from his refill.

20. MISSING EQUIPMENT

OWNER will charge the CHARTERER for Equipment if missing on return of the Vessel. Fender \$30, Docking Line \$30, Life Vest or Throwable \$25, Anchor based, and Anchor line/chain based on size \$80-\$500. Other equipment based on current market price

21. DAMAGE TO THE VESSEL

OWNER will charge the CHARTERER for Damage which will be calculated based on Contractor's labor cost and materials. Common damages are Fiberglass, Gelcoat, Windshields, Props, Prop shafts, Skeg, lower outboard unit, Outboard Engine Cowling, Upholstery Bimini top, Arch and more.

22. CLEANING FEE

OWNER will charge the CHARTERER for Extensive Cleaning from Food, Alcohol and all other kind of beverages, Fishing, Smoking, broken Glass, Shedding Animals, Sand and more. Boats up to 23ft \$50 boats over 23ft \$100.

23. GENERAL RULE FOR MISSING EQUIPMENT, DAMAGE TO VESSEL AND CLEANING

The OWNER's time to retrieve lost parts will also be charged. If the Vessel cannot be chartered out on scheduled Charter's due to the damage, missing equipment and other caused by the CHARTERER, the OWNER reserves the right to claim the loss of income.

24. OVERTIME

In the event the craft is not returned at time specified herein, said CHARTERER agrees to pay for Overtime. Overtime Price equals Rental total price including tax, divided by booked hours times overtime times 1.5 before latest return time and times 3 after latest return time. Example Total rental paid for including tax \$800 for 8 hrs scheduled return time is 5PM latest return time is

7PM renter comes back one hour late is \$800 divided by 8 equals \$100 renter pays times 1.5 \$150. Example Total rental paid for including tax \$800 for 8 hrs scheduled return time is 6PM latest return time is 5PM renter comes back one hour late is \$800 divided by 8 equals \$100 renter pays 3 times \$300. THE RATE POSTED ON THE BAREBOAT RENTAL AGREEMENT AND PRE-POST INSPECTION SHEET, WHICH LESSEE REPRESENTS TO HAVE READ AND UNDERSTOOD.

25. REPORT ACCIDENT, MALFUNCTION OR BREAKDOWN

CHARTERER AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF CHARTER VESSEL TO OWNER IMMEDIATELY. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that CHARTERER will immediately report same to OWNER. Continued use of it shall be entirely at the CHARTERER's risk and thus CHARTERER assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

26. ABILITY TO PROVIDE A VESSEL

OWNERS ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous CHARTERER, or any other cause beyond CHARTERER's control.

27. RIGHT TO CANCEL

OWNER reserves the right to cancel this Agreement due to inclement or impending bad weather.

28. ASSUMING RESPONSIBILITY

The rules and regulations contained herein and as posted in the office, on the Vessel, and/or the grounds by the OWNER are for the safety and welfare of all who use the facilities. The CHARTERER 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.

29. HOLD HARMLESS CLAUSE

CHARTERER expressly agrees to indemnify and hold OWNER harmless of, from, and against all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of this agreement by OWNER, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by OWNER to recover possession of said Vessel 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 OWNER. This agreement shall be governed by the laws of the state of OWNER.

30. TERMS AND CONDITIONS IF UNENFORCEBLE

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.

31. TERMS AND CONDITIONS REPRESENTATION

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN CHARTERER AND OWNER THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT CHARTERER EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION POSTED ONLINE, IN AGREEMENTS AND OFFICES.

RECREATIONAL BAREBOAT CHARTER AGREEMENT ALL TERMS 1. TO 31.

By initialing CHARTERER (RECIPIENT) indicate that he/she have read, understand and agree to each Term.

Recipient initial

CANCELATION AND RESCEDULING POLICY

CHARTERER/RENTER can cancel or reschedule for free up to 24 hrs before the scheduled reservation.

Cancelation or rescheduling can be done on in our booking system online, or per email booking@100proboats.com or per text message to (954) 278 0491 including name and phone number used for the reservation.

Change to any Boat or Golf Cart in our Fleet for upcharge or credit for the price difference of the listed rental price up to 24hrs before the rental.

You must reschedule within 24 to 2 hrs before your rental start date and time, ask for a rain check. We will work with you the best way to accommodate you based on availability, changing to a different product is possible. If the replacement product's price is less the balance can be used for another rental. If the replacement product's price is higher the balance must be paid.

If you don't show up for your scheduled rental within 2 hrs and without communicating with us your rental is considered a no show no refund possible.

CANCELATION AND RESCEDULING POLICY ALL TERMS

By initialing CHARTERER (RECIPIENT) indicate that he/she have read, understand and agree to

each Term.

Recipient initial

1. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

IN CONSIDERATION of being permitted to operate the vessel(s) provided by 100 Pro Boats LLC for myself and/or any minor children for whom I am the legal parent/guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

2. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT ACKNOWLEDGEMENT OF RISKS

ACKNOWLEDGEMENT OF RISKS I fully acknowledge that some, but not all the risks of operating the vessel in which I am about to engage may include (1) wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (2) any sense of balance, physical condition, ability to operate equipment, swim and/or follow directions; (3) collision, capsizing, sinking or other hazard which result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into my body orifices, and/or drowning; (4) the presence of insects and marine life forms; (5) equipment failure, operator error, transportation accidents; (6) heat or sun related injuries or illness, including sunburn, sunstroke or dehydration; (7) fatigue, chill, and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.

I specifically acknowledge I have been given instructions/training in the safe use of the type of equipment used in this activity/tour to my complete satisfaction, and I am physically/mentally able to participate in the activity /tour which I am about to engage.

3. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

CONTRACTUAL/EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

I fully agree to assume all responsibility for all the risks of this activity/ to which I am about to engage, whether identified above or not (I FULLY UNDERSTAND THAT I UNDERTAKE EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAME BELOW) My/Our participation in this activity is completely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible. This responsibility that I assume on my behalf and that of my minor children, or those children for whom I am legally responsible, extends to any bodily injury, accidents, illnesses, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while we participate in the activity. I COMPLETELY UNDERSTAND AND AGREE TO ACCEPT ALL RESPONSIBILITY ON BEHALF OF

MYSELF AND MY MINOR CHILDREN, OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE, EVEN IF THESE INJURIES, DEATH, OR LOSS OF PERSONAL PROPERTY ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW.

I HEREBY RELEASE 100 PRO BOATS LLC, THEIR AFFILIATED AND RELATED COMPANIES, THEIR PRINCIPALS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS. THEIR INSURERS, AND EACH AND EVERY LANDOWNER, MUNICIPAL AND /OR GOVERNMENTAL AGENCY UPON WHOSE PROPERTY AND ACTIVITY IS CONDUCTED, AS WELL AS THEIR INSURERS, IF ANY, FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AS WELL AS OTHER PERSONS AS A RESULT OF MY/OUR PARTICIPATION IN THE ACTIVITY, EVEN IF CAUSED BY MY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

4. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

I have read this assumption and acknowledgement of risks and release of liability agreement I understand fully that it is contractual in nature and binding upon me personally. I further understand that by signing this document I am waiving valuable legal rights including any and all rights I may have against the owner, the operator named above, or their employees, agents, servants or assigns.

5. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

I FULLY AGREE IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THIS ACTIVITY TO HOLD HARMLESS AND IDEMNIFY THE OWNER, THE OPERATOR NAMED ABOVE OR THEIR EMPLOYEES, AGENTS, SERVANTS, OR ASSIGNS FOR ANY INJURY WHICH MAY BEFALL ME, MY MINOR CHILDREN OR THOSE CHILDREN FOR WHOM I AM LEGALLY RESPONSIBLE (INCLUDING DEATH).

6. CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT

Every Person and Parent for Minors on the Charter including Captain and Crew has to sign the CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT before entering the Vessel.

CONTRACTUAL ASSUMPTION ACKNOWLEDGEMENT OF RISKS AND LIABILITY WAIVER AND RELEASE AGREEMENT ALL TERMS 1. TO 6.

By initialing CHARTERER (RECIPIENT) indicate that he/she have read, understand and agree to each Term.

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	test
Owner signature	<i>test</i>
Business date signed	10/23/2022

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	