

**Boat Rental Agreement**

Between  
Big Daddy's Beach Rentals, LLC ("BDBR") and  
{1:First & Last Name}  
{21:Address}  
{3:Phone #}  
{2:Email}  
  
("Renter(s)")

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER(S)AND BDBR

**RENTAL PROPERTY:**

Boat: \_\_  
Engine: Mercury 60 HP  
Other equipment: \_\_\_\_\_  
(collectively "Equipment" or "boat")

**RENTAL DATE: {Start Date}**  
**TOTAL RENTAL RATE: \$550 per boat per day**

**DEPOSIT:** A booking deposit of 25% is required to hold the reservation and is due at the time of booking for the Renter(s). If booked online and paid in full, 25% of the total payment is considered as the “deposit”.

**CANCELLATION POLICY** - Renter(s) are responsible for the entire unit rental **rate within 48 hours of the rental date**. NO REFUNDS OR REBATES will otherwise be offered within 48 hours of the rental date. Cancellations made more than 48 hours from the rental date will receive the total payment refunded minus the 25% booking deposit.

**NO SHOW POLICY** - BDBR commits to having equipment available at agreed check-in time and is not responsible for Renter(s) inability to arrive or if Renter(s) chooses to depart early for any reason, or if a member(s) of Renter(s) party does not show up. As a result, NO REFUNDS OR REBATES will be offered.

**FUEL:** At the start of the rental period the boat will be provided to the Renter(s) with a Full tank of gasoline.

**INSPECTION OF EQUIPMENT**- BDBR certifies that boat and motor is in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. Renter(s) will inspect said boat and leases the same without any representations by BDBR. If boat has damage or problems not listed on this agreement, Renter(s) must notify the BDBR.

**DAMAGES TO EQUIPMENT** -Renter(s) acknowledges and understands that Equipment is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental Equipment is not left in suitable condition, Renter(s) acknowledges and understands that BDBR reserves the right to charge Renter(s) for any repairs or special cleaning.

Additionally, Renter(s) understands and agrees that BDBR reserves the right to charge Renter(s) for any damages, repairs, replacement or special cleaning of any damaged or lost real or personal property. Renter(s) acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing BDBR to charge Renter(s) for any damages sustained.

Renter(s) agree to pay for all damages or loss of equipment that may occur during my rental. Renter(s) acknowledge and agree that charges for any damages will be automatically charged at the end of rental from their card saved on file. Renter(s) also agree to pay for loss of time/rentals if equipment is not able to be rented due to damage.

**PLEASEBEAWARE:** Major problems with these boats are rare but can be costly. For example, for damage to the lower unit of a boat (from running aground or into a hard object), the Renter(s) could be held responsible for repairs upwards of \$600.00. Boat motors range in price from \$1,000 to \$2,000.

**Card on File: I authorize Big Daddy's Beach Rentals, LLC. To temporarily save my credit card information. I understand that my information will be temporarily saved, and my credit card will be charged for any damage to or loss of property rented from Big Daddy's Beach Rentals, LLC.**

**THEFT OR LOSS** -In case of theft or loss, Renter(s) is responsible for the replacement value of the Equipment. In case of abuse or damage, Renter(s) will be charged for the repair or replacement of the Equipment. **The maximum liability for damage to this rented equipment is \$30,000.**

**BOAT OPERATION** - Renter(s) acknowledge and agree that the Equipment will be operated by Renter(s) named above prior to taking custody of it. Renter(s) warrant that Renter(s) is a qualified operator of said Equipment; that Renter(s) will not allow any other persons except a member of their party to operate the boat. Renter(s) will be responsible for all such operation. Renter(s) will not operate the Equipment, or permit anyone to operate the Equipment, while under the influence of alcohol or drugs. Renter(s) will be responsible for the operation of the boat within all laws.

Renter(s) understand and agree that the rental unit may only be operated within the following parameters of navigable water:

-West Fort McCrae

-East of Alabama/Florida State Line

Rental boats are equipped with GPS tracking capability. Failure to respect the navigable parameters may result in a penalty/fine from BDBR.

Renter(s) understand and agree that **under no circumstances is rental unit to be operated in the Gulf of Mexico.** Renter(s) understand **there will be a \$300 fine for entering the Gulf of Mexico.**

**BOAT USE** -The Renter(s) agrees not to permit the use of or to use the boat for transportation of persons or property for hire and not to allow more than 11persons or the maximum listed weight (marked on the plate on the boat) upon the boat at any one time.

**REPAIRS- SERVICE CALLS** - Renter(s) acknowledges and understands that BDBR cannot guarantee against mechanical failures of the rental Equipment. Renter(s) agrees to immediately notify BDBR of defective or non-working units. BDBR will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible. Repair due to normal wear and tear on the Equipment will be made by the BDBR. 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 or neglect or misuse, Renter(s) agrees that the repair call costs may be charged to the Renter(s) saved card on file.

**LOSS OF RENTER(S) PROPERTY** -It is expressly agreed that BDBR shall not be liable for loss of or damage to any property left of stored by Renter(s) or any other person in or upon said equipment after return thereof to BDBR Renter(s) agree to hold BDBR harmless from and against any such claims.

**RETURN OF EQUIPMENT**-Renter(s) acknowledges and understands that they will return the Equipment to dock where they were launched no later than 5:00PM.

**ASSUMPTION OF RISK:** I, the Renter, understand and am aware that boating, skiing, riding water toys are **HAZARDOUS** activities. I, the Renter, understand that the sport of boating, skiing, riding water toys and the use of the equipment involve a risk in injury to any and all parts of the user's body and possible **DEATH**. I, the Renter, hereby agree to freely and expressly assume and accept any and all risks in the use of the Equipment rented.

**RELEASE OF LIABILITY:** I, the renter. hereby release from any legal liability. BDBR 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 equipment, and for any claim based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting misfit: the Renter(s), the 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 equipment and that the Security Deposit is a deposit against costs of repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that I may incur to BDBR pursuant to this agreement. Further, I the Renter(s) am responsible for all damages and/or losses to the equipment or any of its contents during that period.

**TERMINATION OF RENTAL FOR UNSAFE CONDITIONS:** BDBR reserves the right to revoke the use of the equipment for safety reasons, including, but not limited to 1) unsafe operation of the equipment, 2) lack of sobriety of the Renter, 3) unsafe weather conditions.

Renter Name: {1:First & Last Name}  
Date: {Booking Date}

Renter Signature: {Signature}

-----

**BIG DADDY'S BEACH RENTALS, LLC  
WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**I. DISCLAIMER**

This Waiver and Release is applicable to all renters, operators, passengers, and users of equipment provided by BIG DADDY'S BEACH RENTALS, LLC. (For purposes of this Waiver and Release, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of BIG DADDY'S BEACH RENTALS, LLC). 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 of Rental Company.

**II. 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, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence of Rental Company.

**III. WAIVER/RELEASE OF LIABILITY**

By the execution of this Release, the undersigned agrees that Rental Company shall not be liable for any damages arising from personal injuries and/or property loss 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, including but not limited to drowning and other related injuries, collisions with other water craft or stationary objects, physical contact/collisions with the rental equipment itself or the wake created by the same, and injuries or damages stemming from mechanical, design or equipment related failures. 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 any such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE 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.

**IV. 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 of Rental Company.

#### **V. 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 also understands that he/she has an opportunity to bargain for different waiver of liability terms and voluntarily waives his/her right to do so. By executing this document, the undersigned 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.

#### **VI. SEVERABILITY**

The undersigned hereby agrees that in the event any term or any part of any term of this Agreement is determined to be void or unenforceable, such term or part of a term shall be considered separate and severable from this Agreement and the remaining terms shall continue in full force and effect.

**\*\*\*READ RELEASE BEFORE SIGNING\*\*\***

Renter Name: {1:First & Last Name}

Renter Signature: {Signature}

Date: {Booking Date}

---

## **Markel Marine Insurance**

### **Participant check-out acknowledgement**

**Rental company name:** Big Daddys Beach Rentals LLC

## **Boat rental check-out and training General boating safety**

1. Maintaining safe speed/monitor surroundings/drive defensively/no aggressive maneuvers
2. Maintaining a safe distance from other boats, objects and people
3. Do not enter the water without a life jacket on, engine turned off and key removed
  4. Conduct a head count before starting the engine
  5. Always remain seated while the boat is in motion
  6. Absolutely no sitting on the bow, sides or stern
7. Importance of attaching the engine shut-off cord/lanyard
  8. Engine start and shut-off procedures
  9. Dangers of CO2
10. Refueling procedures and engine blower use (if applicable)
11. Sound five blasts of the horn or whistle to signal danger or need for assistance
12. Boats do not have breaks - stopping the engine will not stop the boat
13. Proper boat anchoring procedures (if applicable)
14. Navigation rules - local laws, regulations, hazards and navigational markers
15. Towing sports safety, if allowed (i.e. water skiing, wake boarding, tubing)

## **Personal watercraft (PWC)**

Dangers of water being forced into body cavities from the jet thrust nozzle - wetsuit or wetsuit bottoms recommended

1. Never apply throttle if any participants are in the water near the PWC
2. Dangers of loose items (i.e. clothing, hair, stones, ) being sucked into the jet drive intake
3. A life jacket must always be worn with kill switch lanyard attached
4. Horseplay is never allowed - no spraying or splashing others; no wake or wave jumping
  5. Stopping the engine will not stop forward motion
6. Steering control is lost when the throttle is released, or when the engine is shut off
  7. How to respond to a capsized PWC

## **Houseboat and pontoon boat**

1. Keep fingers free from gates and hinges when exiting the boat
2. Proper use of navigation and anchor lights (houseboats only)

3. Keep gates closed and participants seated inside the gated area at all times when engine is running
4. Towing other boats is not permitted
5. If the boat has an upper deck:
  - o No one is allowed on the upper deck while the engine is running
  - o No jumping from the upper deck
- o A spotter must be present when participants are on the upper deck or using the slide

**I agree and understand**

1. I have received sufficient instruction and training, including, but not limited to, the pertinent areas listed  
  
above. I am prepared to safely operate the rented boat.
2. All participants must complete and sign all rental forms; there are to be no additional participants after the checkout procedure is completed.
3. Operation of the boat is not allowed by anyone that is under the influence of any legal or illegal drugs or alcohol.
4. No boat operation from dusk to dawn.
5. In addition to the terms noted above, I have been given an opportunity to ask any additional questions regarding the operation of the rented boat.
6. I have been provided emergency contact information.

SIGNATURES:

Renter Signature: {Signature}

Renter Name: {1:First & Last Name}

Date: {Booking Date}

---

### **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 10 people and 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, {1:First & Last Name}, understand and agree to all written statements above.

Date: {Booking Date}

Signature: {Signature}