

**BOAT RENTAL AGREEMENT**

This agreement (this “Agreement”) is between:

**Owner:**

Duckys Boat Rental, LLC  
3353 Country Lane Gainesville, Ga 30506

**Renter:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Driver’s License Number: \_\_\_\_\_  
Driver’s License State: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Renter agree as follows:

**1. BOAT.**

1.1 **Description.** Owner agrees to rent to Renter the following boat (the “Boat”):

<b>Boat Type</b>	<b>Boat Number</b>

1.2 **Initial Condition.** Owner and Renter agree that the Boat was in the following condition prior to the Renter taking possession (the “Initial Condition”):

<b>Item</b>	<b>Initial Condition</b>
Exterior and Bimini Top	
Seats	
Carpet	
Upholstery	
Ladder	
Jet Pump	
Stereo and Speakers	

1.3 **Final Condition.** Owner and Renter agree that the Boat was in the following condition upon the return of the Boat to Owner (the “Final Condition”):

<b>Item</b>	<b>Final Condition</b>
Exterior and Bimini Top	

Seats	
Carpet	
Upholstery	
Ladder	
Jet Pump	
Stereo and Speakers	

1.4 **Inventory**. The list attached hereto and labeled as “Inventory” is a list of all inventory items that may or may not be included with the Boat rental. If an inventory item is not included in the Boat rental, it can be rented at an additional cost. An initial or check mark next to an inventory item that is not included in the Boat rental on the Inventory list is an agreement to rent and pay for such additional item.

1.5 **Damages**. If the Boat and inventory listed on the attached Inventory list are not returned in the Initial Condition, Renter agrees to pay to Owner the cost of any and all necessary repairs to bring the Boat and inventory back to the Initial Condition. RENTER WILL BE RESPONSIBLE FOR DAMAGES CAUSED BY RENTER’S WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE, OR THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF RENTER’S INVITEES OR LICENSEES.

2. **TERM**. This Agreement is effective for the term beginning at \_\_\_\_\_ a.m./p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending at \_\_\_\_\_ a.m./p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Term”).

3. **RENTAL FEES AND DEPOSIT**. Renter will pay the following in advance of the Term (collectively the “Rental Fees”):

- \$ \_\_\_\_\_ Boat Rental Fee
- \$ \_\_\_\_\_ Cleaning Fee
- \$ \_\_\_\_\_ Inventory Rented
- \$ \_\_\_\_\_ Sales Tax ( \_\_ %)
- \$ \_\_\_\_\_ Security Deposit
- \$ \_\_\_\_\_ TOTAL DUE

4. **SECURITY DEPOSIT**. The security deposit is due at the earlier of the execution of this Agreement or the reservation is confirmed by Owner. Owner reserves the

right to cancel any reservation if the security deposit is not promptly received. Renter may not apply the security deposit towards other Rental Fees. Owner will hold the security deposit to secure Renter's performance pursuant to this Agreement and applicable law and regulations. Owner may apply said deposit to any damages caused by Renter, Renter's invitees, licensees, agents or employees, including without limitation, unpaid Rental Fees, any excessive cleaning required above and beyond the standard post-rental cleaning, and any other damages. Owner is not required to apply the security deposit towards any payments owed by Renter. The security deposit will be held by Owner in a non-interest bearing account. Any remaining security deposit or security deposit claim notification, if not returned at the end of the Term, will be mailed to Renter within seven (7) days after cleaning and inventory subsequent to Renter returning the Boat. Renter will return the Boat, all inventory, and any other property included therewith to Owner at the end of the Term in the same condition it was at the beginning of the Term, except for normal wear and tear. Any damaged or missing personal property of Owner will be deducted from the security deposit at replacement value.

5. **PAYMENT OF RENTAL FEES.** The Rental Fees will be paid and received by Owner no later than the start of the Term.
  
6. **CANCELLATIONS.** Reservations may be cancelled by Renter up to forty-eight (48) hours before the start of the Term at a cost of \_\_\_\_\_, unless the cancellation occurs over a holiday weekend (Memorial Day, Fourth of July, Labor Day, etc.), in which case Renter will be charged as if the cancellation occurred less than forty-eight (48) hours before the start of the Term. If Renter cancels Renter's reservation less than forty-eight (48) hours before the start of the Term, Renter will be charged fifty percent (50%) of the Rental Fees.

If bad weather prohibits Renter from enjoying the Boat for the full Term of this Agreement, Owner may, at Owner's sole discretion, offer a refund at a rate of Twenty USD (\$20) for up to eight (8) hours of unused time.

Owner reserves the right to cancel a reservation for any reason. If such cancellation occurs, Owner will refund Renter the full amount paid.

7. **EQUIPMENT FAILURE.** If an equipment failure of the Boat or inventory, caused by no fault of Renter, prohibits Renter from enjoying the Boat for the full Term of this Agreement, Owner may, at Owner's sole discretion, offer a partial or total refund or replacement rental, if inventory allows. If equipment failure of the Boat or inventory is caused by the misuse or negligence of Renter, Owner may choose to not offer any refund or replacement, and Renter will be liable for damages.

If Owner discovers an equipment failure of the Boat prior to the commencement of the Term, Owner reserves the right to cancel Renter's reservation and refund

Renter the full amount paid.

8. **USE.** The Boat will be used exclusively as a short term rental and for recreational use and for no other reason. Renter agrees that Renter, invitee, or licensee of Renter will not use or possess any illegal substance(s) on the Boat. Renter agrees that Owner may remove or cause to be removed from the Boat any Renter, invitee, or licensee of Renter who, while using the Boat, illegally possesses or uses any illegal substances, violates any terms of this Agreement, is intoxicated, profane, lewd, or brawling. Renter must be at least twenty-one (21) years of age to rent the Boat. Anyone under eighteen (18) years of age will not be allowed to operate the Boat at any point during the Term. If Renter allows anyone under the age of eighteen (18) to operate the Boat, Renter will forfeit the security deposit and be liable for any other legal repercussions. A list of all individuals who will be on the Boat at any point during the Term is attached hereto and labeled as "List of Participants". Renter agrees that no other person will be on the Boat other than those on the List of Participants.
9. **PETS AND SMOKING.**
  - 9.1 No pets of any kind are allowed on the Boat at any time during the Term. If Renter, invitee, or licensee of Renter has a pet of any kind on the Boat, Renter will forfeit the security deposit and be liable for all additional cleaning fees.
  - 9.2 No smoking will be permitted on the Boat. If Renter, invitee, or licensee of Renter smokes on the Boat, Renter will forfeit the security deposit and be liable for any damages caused by the smoking and all additional cleaning fees to remove any smell and residue of the smoke.
10. **MAXIMUM NUMBER OF PERSONS.** The maximum number of people allowed on the Boat at one time is \_\_\_\_\_ (the "Maximum on Board"). If Renter has more than the Maximum on Board, the Renter will forfeit the security deposit and be responsible for any additional fines, cleaning fees, or repair for damage caused to the Boat that is determined by Owner.
11. **TRASH.** Renter is responsible for the removal of all trash from the Boat. If any trash is discovered on the Boat after the Term, Owner may require Renter to pay an additional trash removal fee.
12. **ORDINANCES AND STATUTES.** Renter will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may be in force in the future, pertaining to the use of the Boat.
13. **NO ASSIGNMENT.** Renter will not assign this Agreement.
14. **AS IS CONDITION.** Renter takes the Boat and inventory in an "AS IS"

condition and as suited for the uses intended by Renter and acknowledges that the Boat, inventory, and all personal property therewith are in good repair, unless otherwise indicated by the parties. Renter will, at Renter's expense, and at all times, maintain the Boat in a clean and sanitary manner including all equipment, inventory, and other items on the Boat in as good a condition as received, normal wear and tear excepted.

15. **INDEMNIFICATION.** The Owner will not be liable for any damage or injury to Renter, or any other person, or to any personal property located on the Boat or at Owner's rental facility. Renter releases Owner from liability for, and agrees to indemnify Owner against, all losses incurred by Owner as a result of (a) Renter's failure to fulfill any conditions of this Agreement; (b) any damage or injury happening in or about the Boat to Renter, Renter's invitees or licensees or such person's property; (c) Renter's failure to comply with any requirements imposed by any governmental authority; and (d) any judgment, lien, or other encumbrance filed against the Owner's as a result of Renter's actions or the actions of any invitees or licensees. Renter's indemnification will include attorneys' fees and court costs incurred by Owner for enforcing any provision under this Agreement. Owner does not provide insurance on Renter's, invitees', or licensees' personal property.
  
16. **RELEASE OF LIABILITY.** RENTER HEREBY RELEASES AND HOLDS HARMLESS OWNER FROM ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY RENTER, INVITEES, OR LICENSEES WHETHER CAUSED BY THE NEGLIGENCE OF OWNER OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY INCURRED AS A RESULT OF A HIDDEN, LATENT, OR OBVIOUS DEFECT ON THE BOAT OR ANY OF THE INVENTORY USED ON THE BOAT, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE, OR TRAIN.
  
17. **ASSUMPTION OF RISK.** RENTER ACKNOWLEDGES THAT THE OPERATION OR USE OF THE BOAT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH OR LOSS OR DAMAGE OF PERSONAL PROPERTY. RENTER ACKNOWLEDGES THAT RENTER HAS NO HEALTH RESTRICTIONS THAT WOULD PREVENT RENTER FROM SAFELY OPERATING THE BOAT OR PARTICIPATING IN ANY WATER ACTIVITIES DURING THE TERM OF THIS AGREEMENT. RENTER AGREES THAT RENTER HAS THE NECESSARY KNOWLEDGE AND SKILL TO OPERATE THE BOAT. RENTER KNOWINGLY AND VOLUNTARILY ASSUMES ALL RISK OF INJURY, ILLNESS, DAMAGE, OR LOSS ASSOCIATED WITH THE RENTAL OF THE BOAT.

18. **SEVERABILITY CLAUSE**. If any provision of this Agreement is found to be in conflict with any law governing the relationship between Owner and Renter or any other manner that this Agreement pertains to, thereby making that provision null and void, the nullity will not affect the other provisions of this Agreement, instead this Agreement will be given effect without the void provision. To this end, provisions of this Agreement are severable.
  
19. **CHOICE OF LAW AND FORUM SELECTION**. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. Any action arising under the terms of this Agreement, including, without limitation, any action to enforce this Agreement, will be filed in the Superior Court of Hall County, Georgia. The parties hereby expressly consent to the jurisdiction and venue of the Superior Court of Hall County, Georgia.
  
20. **ENTIRE AGREEMENT**. THIS IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO ORAL OR WRITTEN AGREEMENTS OR ARE MADE BY EITHER PARTY OTHER THAN THOSE EXPRESSLY WRITTEN IN THIS AGREEMENT.

EXECUTED, SIGNED, SEALED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

Duckys Boat Rental, LLC:

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Renter:

\_\_\_\_\_ (SEAL)

**INVENTORY:**

ITEM	INCLUDED (Y/N)	RENTER'S INITIALS	INITIAL CONDITION	RETURN CONDITION	QUANTITY	COST
Orange Life Jacket						
Neoprene Life Jacket						
Bumpers						
Mooring Bungees						
Anchor						
Throw Cushion						
Whistle						
Fire Extinguisher						
Lanyard						
Keys						
Waterproof Map						
Oar						
Boat Hook						
Wake Board						
Knee Board						
Combo Skis						
Slalom Skis						
Tube						
Wakeboard Rope						
Air Pump						

**LIST OF PARTICIPANTS:**

<b>Name</b>	<b>Age if Under 18</b>	<b>Signature or Guardian's Signature</b>