

FLORENCE HARBOR MARINA
1050 Clayborn Liles Drive
Florence, Alabama 35630

Watercraft Rental Agreement and Waiver

Boat Type: _____

Time OUT: _____

Time IN: _____

Gas: \$ _____

Paid: Cash___ MC___ VISA___

Rental: \$ _____

TOTAL: \$ _____

The signed, as Lessee, hereby leases from Florence Harbor Marina, the Lessor, the watercraft described above. Lessee acknowledges instruction of the below and, has read and fully understands its contents and meaning.

DATE: _____ SIGNATURE: _____

Name: _____ Age: _____ (must be over 21)

Address: _____ City/State/ZipCode: _____

Driver's License Number: _____ State: _____ Cell Phone: (with you) _____

Emergency Contact: _____ Emergency Phone: _____

INDEMINIFICATION AND RELEASE

THE ABOVE SIGNED REALIZES THAT THERE ARE CERTAIN NATURAL HAZARDS IN CONNECTION WITH THE OPERATION OF A WATERCRAFT AND THEREFORE IT IS AGREED BY THE ABOVE SIGNED THAT IN CONSIDERATION OF THE USE OF THE WATERCRAFT DESCRIBED ABOVE, THE ABOVE SIGNED BY THE PRESENTS DOES FOREVER RELEASE AND DISCHARGE FLORENCE HARBOR MARINA AND/ OR FIRMS AND ALL PERSONS ON ITS BEHALF, LIABLE, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION ARISING FROM OR GROWING OUT OF THE USE OF SAID WATERCRAFT BY THE ABOVE SIGNED.

THE ABOVE SIGNED AGREES TO IDEMNIFY AND HOLD HARMLESS FLORENCE HARBOR MARINA, ITS EMPLOYEES AND FIRMS ON ITS BEHALF FOR ANY CLAIM DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION AGAINST FLORENCE HARBOR MARINA ARISING OUT OF OR GROWING OUT OF THE USE OF OPERATION OF SAID WATERCRAFT BY THE UNDERSIGNED, AND PERSON IN WATERS ABOUT THE WATERCRAFT.

LIMITED WARRANTY

Lessor takes NO WARRANTY regarding this watercraft. Lessor is not liable for any loss caused or alleged to be caused by defect OR by incident in connection with the operator of this watercraft. Lessor is not the manufacturer of the Watercraft and does not make any representation, warranty or covenant, expressed or implied, with respect to the condition, duality or suitability of the Watercraft.

Lessee hereby assumes all risk of loss and damage to Watercraft from any cause. In the event of loss or damage to Watercraft, Lessee at the option of Lessor, does agree to (a) place the earns in good repair, or (b) surrender Watercraft Lessor for repair by Lessor at Lessee expense or (c) DSV Lessor in cash the value of Watercraft or of the damage occurring, whichever is less. Attorney Fees – In the event that Lessor uses the service of any attorney to enforce the terms of this agreement and is successful in said litigation, Lessee shall pay Lessor the cost of his reasonable attorney fees.

DEPOSIT

Lessor acknowledges the Lessee has deposited with Lessor the sum of \$ _____ and lessee agrees that this deposit shall be security for the performance of Lessee's Obligations hereunder including return of Watercraft in good serviceable and undamaged condition. At Lessor's option, the security deposit may be applied to satisfy any obligation of Lessee that may be in default, but neither the making of such deposit or any use thereof by Lessor shall excuse the Lessee from performance of any such obligation. Any portion of such deposit that has not been so applied by Lessor shall be returned to Lessee at the termination of the rental.

INITIAL EACH BOX THAT YOU UNDERSTAND:

- 1. Each person must have a lifejacket that **fits properly** for their size and weight. Children under the age of **8 years old** must wear a life jacket at all times.
- 2. No one under the age of **12 years old** is allowed to operate the boat.
- 3. Undersigned is at least twenty-one (**21**) **years old** and will not operate the watercraft while under the influence of alcohol or controlled substances.
- 4. No more than the Coast Guard **approved number of persons** shall ride on or nor shall the weight limit be exceeded on the Watercraft at any time.
- 5. While the boat is moving, no standing, or sitting on railing "**gunwale**". No sitting on bow or stern of boat, while boat is underway.
- 6. Undersigned agrees to abide by all the **laws of the State** in which it is being operated, and to pay all fines assessed against the undersigned while the Watercraft is being rented by him or her.
- 7. **BOATING UNDER THE INFLUENCE (BUI) HAS THE SAME CONSIQUENCES AS DRIVING UNDER THE INFLUENCE (DUI).**
- 8. Undersigned may **not assign** his or her rights under this agreement and may not let any unnamed party use, operate or sublet this Watercraft.
- 9. Rental is to be used for **recreation** purposes only. Any business use of this Watercraft of any fashion is strictly prohibited.
- 10. **VERIFY AND AGREE: EACH BOAT MUST HAVE:**
 - ___ ANCHOR and ROPE (\$40)
 - ___ HORN/WHISTLE (\$10)
 - ___ PADDLE (\$25)
 - ___ THROW CUSHION (\$20)
 - ___ FIRE EXTINGSHIER (\$25)
 - ___ FUEL GAUGE READING
 - ___ PROP WITH ALL 3 BLADES
 - ___ WEIGHT LIMIT CAPACITY
 - # OF PEOPLE ON BOAT _____
 - # OF LIFE JACKETS ___ ADULT ___ CHILD
- 11. **FOLLOW ALL NAVATIONAL BUOYS AND SIGNS.** EX: NO WAKE ZONE!!! MEANS THE BOAT MUST OPERATE AT IDLE SPEED when within 200 feet of any other vessel, personal watercraft or shoreline and marina.
- 12. **BOAT CANNOT GO PAST THE PATTON ISLAND BRIDGE TO THE EAST AND MAY NOT GO FUTHER THAN THE COLBERT STEAM PLANT TO THE WEST.** This Watercraft must be returned to the renting location dock by check-in time or late charges will be charged at double the rental rate unless authorized by the Lessor. Any rental that is rented for a longer period than one day must be returned to its designated dockage area prior to marina closing each day rented under this agreement.

REPLACEMENT OF BROKEN PROP IS \$90 AND TOW-IN FEE IS \$50. The undersigned agrees to pay the Lessor for 100% of any damages to the watercraft and the contents thereof, including but not limited to the motor, propeller, life jackets and contents.

Lessee acknowledges instruction of the above and, has read the above and fully understands its contents and meaning.

DATE: _____ SIGNATURE: _____

PROOF of RENTAL AGREEMENT with FLORENCE HARBOR MARINA and ACKNOWLEDGMENT of INSTRUCTIONS. Florence Harbor Marina 256-768-1299