

EQUIPMENT RENTAL AGREEMENT – BLACK PEARL OF SIESTA, INC.

In consideration of the Agreement herein, Black Pearl of Siesta, Inc. [hereafter referred to as the LESSOR] agrees to lease to the undersigned [hereafter referred to as the LESSEE] the boat equipment described herein under the following terms and conditions:

- 1. SECURITY DEPOSIT.** The undersigned LESSEE hereby acknowledges that I am responsible for any loss or damage of any equipment during the term of this rental and therefore place my credit card on file as a security deposit substitute. By my signature below, I hereby authorize and allow the LESSOR to charge my credit card for any damages or loss of equipment to the rented vessel or equipment occurring during my rental period. The Company is to supply me a copy of the invoice as soon as available to substantiate my cost. Unless otherwise agreed the boat is to be refueled prior to returning or pickup of the vessel. Refueling fees apply for any boat turned in without refueling to tank top level.
- 2. PAYMENT DUE DATE.** Prepayment of rental fee is due and required at the date and time of this agreement.
- 3. AVAILABILITY.** This vessel and/or other equipment is rented on the basis *of days made available*, not actual days of use. Once reserved, non-use is not a legitimate reason for refund of any rental sums paid. Lessor's ability to provide boat is contingent and subject to the return of the vessel by the previous renter or any cause beyond Lessee's control to include weather conditions. Please note vessel and/or equipment pick-up after rental may occur after 5:30PM or on following day.
- 4. MAXIMUM CAPACITY.** The LESSEE agrees not carry more than the legal number of passengers indicated by the USCG. Lessee shall insure that all Passengers age 12 and under will wear a USCG approved Life Jacket at all times.
No Children under 1 year of age permitted on boat
- 5. HOURS OF USAGE.** Effective usage hours are **9:AM to 4:30PM** for each day covered by this agreement. Failure to adhere to 9am arrival may be cause to void this agreement with all funds forfeited. LATE ARRIVALS WILL BE CHARGED AT THE RATE OF \$50.00 PER EACH ADDITIONAL 30 MINUTES AFTER **4:45PM**. – No after dark usage.
- 6. OPERATIONAL LIMITS.** Lessee acknowledges this vessel is limited to the navigable waters of the ICW waterway and inland use only with established limits of operation as follows: South Waterway Limit – Marker G “4” Venice Inlet; West Waterway Limit – Marker “22” Sarasota Pass [**cannot enter Gulf of Mexico**]; and North Waterway Limit – Marker G “48A” – Just North of Cortez Road Bridge. **YOU ARE NOT ALLOWED TO TAKE THIS VESSEL INTO THE GULF OF MEXICO.** Please refer to Coastal Map provided onboard or use Google maps to locate yourself. No waterskiing or towing is allowed.
- 7. WATERWAY RULES & REGULATIONS FOR PONTOONS.** LESSEE acknowledges that he [she] is aware of the NO WAKE ZONES and MANATEE ZONES in and around Siesta Key and the Intercostal Waterway, and agrees to abide by all rules and regulations imposed on boating craft in and around Sarasota County, and will accept full responsibility for any damages or fines associated with my wake or improper vessel operation.
- 8. SHALLOW WATER – PONTOON BOATS.** I, as Lessee and Captain of the vessel acknowledge that I have studied the Water Charts made available on the Black Pearl, I am familiar with the charts provided and GPS operation, and I am aware that shallow areas or such that could damage the motor or bottom of the vessel, or present a potential hazard to my passengers and occupants. Damages may occur most likely when leaving the ICW Marked channels and entering shallow areas at speeds greater than idle speeds or colliding with docks at higher than necessary speeds. The undersigned acknowledges that he/she has been forewarned **1. Proceed slowly when docking, 2 Avoid shallow areas outside ICW, and 3. Lower Bimini Top when passing under Blackburn Point Bridge at Casey Key.**
- 9. OPERATING VESSEL.** I, as Lessee and Captain agree not to use the vessel for any unlawful purpose; not to use the vessel in an unsafe, careless or negligent manner; not to use the vessel while under the influence of liquor, narcotics or any other drugs; not to use the vessel after dark or hours specified; and not to allow anyone other than the signatory of this agreement to operate the vessel. Lessee acknowledge that no fishing rods or such equipment are allowed on this vessel.
- 10. AFFIRMATIONS** The LESSEE affirms and acknowledges that he/she has examined the craft and equipment, and found it acceptable and suitable for the purpose for which it is leased. The undersigned further affirms that he/she has adequate experience as a vessel operator to safely operate the vessel and all equipment on board, and that he/she is familiar with all safety rules and regulations and will operate the vessel in accord with all safety rules and regulations as required by the State of Florida for persons operating such a vessel.
- 11. MARITIME LIMITATION OF LIABILITY** THE LESSEE AND ALL MEMBERS OF HIS PARTY ACKNOWLEDGE THAT THIS VESSEL OPERATES UNDER THE MARITIME LIMITATION OF LIABILITY ACT AND AS SUCH, THIS VESSEL IS ONLY ALLOWED TO OPERATE ON NAVGABLE WATERS. [46 U.S.C. App. 188].
- 12. ACKNOWLEDGEMENT OF RISKS** The undersigned LESSEE hereby acknowledges that some but not all of the risks in participating in water sports include: 1] changing water flow, tides, currents, wave action and boat wakes, 2] Collisions with other participants, other boats, this boat, docks, markers and other manmade or natural objects, 3] collision, capsizing, sinking or other hazard which results in wetness, injury, exposure, hypothermia, drowning and/or death; 4] attack by or encounter with insects and marine life forms; 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, including sunburn, sunstroke or dehydration. LESSEE further acknowledges that this list is not complete and that unknown or unanticipated risks may result in injury, illness or death.

13. **EXPRESS ASSUMPTION OF RISKS** The undersigned LESSEE hereby agrees that he/she is renting, operating or using the equipment provided by Black Pearl of Siesta, Inc. 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 ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, head, neck and/or spinal injuries, paralysis, drowning and/or death, and any resultant expenses from any of the foregoing risks or such others that may present themselves and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, even if the risks arise out of the negligence of Black Pearl of Siesta or its owners or employees.
14. **LIABILITY TO THIRD PARTIES** The undersigned hereby agrees that he/she will indemnify and hold harmless Black Pearl of Siesta Inc., its officers, employees, owners, affiliates and agents for all personal injuries, property damage, or any other damages to any and all third parties, including but not limited to, operators and passengers of other boats and minor children under the undersigned's custody, care, and control as a result of any and all activities to the rental, operation, or use of equipment provided by Black Pearl of Siesta, Inc., even if such damages arise out of the negligence or fault of Black Pearl of Siesta, Inc.
15. **ACKNOWLEDGEMENT OF WAIVER AND RELEASE** The undersigned states that he/she has had sufficient time to review this Waiver and Release, and to ask any questions associated with said Release prior to proceeding with this Agreement. The Undersigned further states that he/she has carefully read the foregoing Waiver and Release, understands the contents thereof and has signed this Release as his/her own free act. The Undersigned is aware that he/she may rent, operate or use equipment from another facility, but has chosen to rent, operate or use equipment from Black Pearl of Siesta, Inc. 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 any liability claim against Black Pearl of Siesta, Inc., its' owners, employees or agents to include The Cottages on the Key, Inc. for negligence or any loss, damages, costs, attorney's fees, inconvenience or time lost arising out of any damages or injuries including death, whether to persons or property occurring as a result of the rental, use of possession of this boat and/or equipment.
16. **BREAKDOWNS.** In the event of breakdown, malfunction, alarm soundings [engine overheating] or damage incurred to this rented vessel, or discovery of any defect after the acceptance of this rental vessel under the terms of this agreement, I, as Lessee and Captain, agree to immediately report such to the LESSOR's representative [Larry Allegretto - 941-735-9460]. Furthermore, I acknowledge and agree that any further operation of the vessel will be at my risk. I must anchor and call BOATUS TOW [800-391-4896 Membership 20098625/ Capt. Larry Allegretto] to request a tow back to the dock. I also agree to have a viable cell phone with me at all times during the use of this vessel.
17. **REFUNDS.** A refund of any rental sums after delivery and acceptance shall be paid only in the absolute discretion of the LESSOR. LESSOR reserves the right to 1. Extend days in lieu of repayment or 2. In the event of breakdown, determine that the day or portion thereof of breakdown may be tolled against the sum of total days rented. [Breakdowns reported after 12:00Noon are tolled at ½ day]. Refunds if approved by the Lessor, may be in the form of extended days of use or in a cash partial amount of total payment based on circumstances subject to the sole determination of the Lessor. Non-usable days due to operator damage may also be assessed against the Lessee as determined solely by the Lessor.
18. **ENFORCEABILITY.** Both parties agree that should any part of this agreement be deemed void or unenforceable, then that portion or term shall be severed from the agreement, and the enforceability of the remainder shall not be affected and will remain in full force and effect.

I, WE, HAVE READ THE ENTIRE AGREEMENT, AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH IN THE AGREEMENT, AND AGREE TO FULLY COMPLY WITH SAID CONDITIONS. AS LESSEE AND CAPTAIN, ALL REPRESENTATIONS MADE BY ME REGARDING MY CAPABILITIES AND EXPERIENCE ARE TRUE AND EVIDENCED BY MY SIGNATURE HEREWITH.

LESSOR: Black Pearl of Siesta, Inc.

LESSEE: _____ Date: _____

Address: _____ City: _____ State: _____
Mobile Phone: _____