

Benchmark Boat Rentals, LLC
Boat Rental Contract

THIS IS A LEGALLY BINDING CONTRACT. YOU ARE URGED TO REVIEW THIS AGREEMENT IN FULL PRIOR TO SIGNING BECAUSE YOU ARE BOUND TO THE TERMS OF THIS AGREEMENT ONCE SIGNED.

THIS CONTRACT is made by and between:

Benchmark Boat Rentals, LLC, located at Lightening Jack's Marina, 809 Route 70, Brick, New Jersey
Phone: Nick (732) 547-5688, referred to as the **"Owner" and/or "Rental Company"**,

and

Name: _____	Date: _____
Address: _____	City: _____
State: _____	Zip Code: _____
Home Phone: _____	Cell Phone: _____
Driver's License#: _____	State: _____

Referred to as the **"Customer" and/or "Responsible Party" and/or "Renter"**,

Credit Card No.: _____ Exp.: _____ CVV: _____

A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE FOR CUSTOMER. EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: _____

Security Deposit:

Upon arrival, a security deposit of **\$500.00** will be required. The deposit can be a paid via credit card or shall be held in cash. The security deposit will be returned after the rental craft is checked out for damage and the rental bill and all charges are paid.

Reservations require a deposit of \$100.00 day per boat.

Security Deposit Policy Explained to the Customer and Collected? _____ Yes

Date Rented: _____ Boat Name/Number: _____

Number of People on Board: _____ Adults _____ Children (under 12)

Boat Name: _____

Rental Fee: \$ _____

\$100.00/Day/Boat Rental Deposit: \$ _____ Date: _____ Employee: _____

Total Due before leaving the Dock: \$ _____ (Including Deposit)

Time Out: _____ A.M./P.M. Return Time: _____ A.M./P.M.

RENTER IS REQUIRED TO READ ALL PAGES OF THIS CONTRACT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT.

In consideration of the Contract herein, Benchmark Boat Rentals, LLC (hereinafter "RENTAL COMPANY") agrees to rent to the undersigned Customer (hereinafter "RENTER") the craft and equipment described herein. In the event the craft is not returned at the specified "Return Time", said RENTER agrees to pay for OVERTIME at a rate of \$50.00 per each half-hour for each 30 minutes until the craft and all equipment is returned.

Initial: _____

THE RENTER CERTIFIES THAT HE/SHE HAS EXAMINED THE RENTAL CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE RENTAL CRAFT IN ACCORDANCE WITH ALL SAFETY RULES, REGULATIONS, AND LAWS, AS POSTED IN THIS OFFICE OR ON THE RENTAL CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES, REGULATIONS, AND LAWS.

Initial: _____

RENTER AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY.

Initial: _____

This certifies that I (We), the Renter(s) am/are and capable in all aspects of the handling and operation of the rental craft as listed above. LESSEE agrees said rental craft will not be occupied by a greater number of persons that is shown in this rental Contract. I, the Lessee(s), am/are aware of the NO WAKE areas and law, and am/are responsible, at my sole cost and expense, for any damage caused by my wake.

Initial: _____

I authorize and allow Benchmark Boat Rentals, LLC to charge my credit card for any damages or loss of equipment (life jackets, bumpers, ropes, anchor, etc.) as set forth in the BOAT RENTAL DAMAGE EXPENSE LIST and the LOAD SLIP LIST which are attached to this CONTRACT as "Exhibit A" and "Exhibit B" respectively and incorporated by reference herein. Boat rental price does not include tax. Boat must be refueled at the place specified by Benchmark Boat Rentals, LLC.

Initial: _____

The RENTER acknowledges he/she has carefully examined the rental craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both rental craft and equipment (listed above) in a safe, dependable condition while in their custody.

Initial: _____

A major credit card authorization (VISA, MasterCard, or AMEX) or CASH deposit in the amount of five hundred dollars (\$500.00) shall be collected and retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken, or to be applied in addition to the base rental charges upon return of craft by RENTER.

Initial: _____

RENTER agrees not to use, nor permit the use of the rental craft in connection with:

- a. any unlawful purpose (including but not limited to possession or consumption of illegal substances of any kind whatsoever);
- b. in a reckless, careless, or negligent manner;
- c. while under the influence of liquor, narcotics, or any other illicit drugs;
- d. by any other person not the signatory of this Contract.

Initial: _____

In accordance with the WAIVER and RELEASE OF LIABILITY AGREEMENT accompanying this Boat Rental Contract (attached as “**Exhibit C**” and incorporated by reference herein) Renter acknowledges his/her responsibility for the safe and proper operation of the craft, and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY RENTER that the RENTAL COMPANY shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. RENTER FURTHER AGREES to indemnify and hold harmless the RENTAL COMPANY and its agents, affiliates, and personnel from, and against any and 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. RENTER further agrees to hold the RENTAL COMPANY harmless should loss or damage occur to any RENTER’S personal property while carried in, or on, the rental craft including loss of damage by fire, water, theft or any other causes whatsoever, and RENTER assumes full responsibility for same.

Initial: _____

RENTER expressly agrees to indemnify and hold RENTAL COMPANY and its agents, servants, employees, affiliates and personnel harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the forgoing rental contract by RENTER. In the event RENTAL COMPANY is required to institute any legal proceeding to enforce any provision of this Contract, RENTER shall be liable for all damages incurred by RENTAL COMPANY, including all reasonable attorney fees, costs, expenses incurred in connection with collection of delinquent rent or compensation for damages suffered by RENTAL COMPANY, and in the event of suit by RENTAL COMPANY, to recover possession of said rental property and/or to enforce any term, condition and/or provisions hereof.

Initial: _____

In the event of any malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft, the RENTER will immediately report it to RENTAL COMPANY. Continued use of the rental shall entirely be at the RENTER'S risk and thus RENTER assumes all liability of injury and damage to all person(s) and property that may become involved by its continued use.

Initial:_____

RENTAL COMPANY'S ability to provide a rental craft is expressly contingent upon and subject to the return of the craft by the previous customer(s), mechanical breakdown, safety issues, weather, acts of God, force majeure, or any other causes beyond RENTAL COMPANY'S immediate control.

Initial:_____

RENTAL COMPANY reserves the right to cancel this Rental Contract without prior notice due to inclement or impending bad weather. The decision to cancel any rental shall be at the sole and exclusive discretion of Benchmark Boat Rentals, LLC. In the event of cancellation due to inclement weather, RENTAL COMPANY shall not be liable for any damages, expense, or other loss claimed by RENTER. In the event the rental is cancelled by RENTAL COMPANY during the rental period, rental fees will be *pro rated* based on time used. In the event that the RENTER elects to return early for any reason, including but not limited to weather, illness, or any other reason(s) there will be no refunds for any unused portion of any rental.

Initial:_____

RENTER certifies that he/she will not permit any person(s) to stand and/or sit on the front and/or back of the rental craft while the engine is running or while in motion/operation.

Initial:_____

RENTER certifies that he/she will close all front/back/side access openings/exits and will not permit person(s) to stand on the front/back/side access openings/exits while the engine is running or the rental craft is in motion/operation.

Initial:_____

RENTER certifies that he/she will not permit any person(s) to stand on any seats and that all person(s) will be seated when the engine is running or the rental craft is in motion/operation.

Initial:_____

RENTER certifies that he/she will enforce the rules, regulations, and laws that children twelve (12) years of age and under will, at all times, wear a life vest while on the rental craft while the engine is running or said rental craft is in motion/operation.

Initial:_____

This Contract shall be governed by the laws of the State of New Jersey. Should any term or condition of this rental Contract be held void or unenforceable, then that term shall be deemed severed from this Contract, then that term shall be deemed severed from this Contract and the enforceability and the remainder shall not be affected and will remain in full force and effect.

Initial:_____

The rules, regulations, and laws contained herein and as posted in the RENTAL COMPANY office, on the craft, and/or on the grounds used by the RENTAL COMPANY are for the safety and welfare of all who use the facilities. The RENTER certifies that he/she has read and understands said rules, regulations, and laws and further assumes the responsibility that his/her family and or guest(s) will obey the rules, regulations, and laws.

Initial:_____

This Contract is and shall be binding upon all parties who sign it and upon all those persons who succeed to their rights and responsibilities, such as their heirs, assigns, and their Executor/Executrix, now and forever.

Initial:_____

AGREEMENT TO SUBMIT DISPUTES TO ARBITRATION AND WAIVER OF RIGHT TO TRIAL BY JUDGE OR JURY. It is understood and agreed by the parties that any dispute arising in connection with the Contract, including collections of unpaid fees, claims for personal injury and any property damage claims shall be resolved by submission to binding Arbitration pursuant to the rules of the American Arbitration Association. Arbitration is a proceeding wherein a single person (the “Arbitrator”) decides the case, rather than a Judge or a Jury. The means by which either party can challenge the findings of an Arbitrator are very limited and there is no right to appeal. By signing this agreement, YOU ARE GIVING UP AND WAIVING THE RIGHT TO SEEK RELIEF IN ANY COURT FOR ANY CLAIMS RELATING TO THE BREACH OF THIS AGREEMENT OR FOR COMPENSATION FOR DAMAGES RESULTING FROM THIS CONTRACT OR THE USE AND OPERATION OF THE SPECIFIED VESSEL.

Initial:_____

RENTER represents and covenants that he/she entered into this Agreement without any coercion, duress or undue influence and that they have read and understand all of the provisions herein and deem it fair and reasonable, intending to be bound thereby.

Initial: _____

THE TERMS AND CONDITIONS OF THIS CONTRACT AND ATTACHMENTS CONTAIN THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN RENTAL COMPANY AND THE RENTER. NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL CONTRACT.

I, (WE), HAVE READ ALL PAGES OF THIS CONTRACT AND ALL ATTACHMENTS AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN. I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

EXCEPT AS MAY OTHERWISE BE EXPRESSLY CONTAINED HEREIN TO THE CONTRARY, THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE SAME IS FULLY EXECUTED BY ALL PARTIES TO BE CHARGED HEREUNDER.

RENTAL COMPANY: Benchmark Boat Rentals, LLC

By: _____

Dated: _____

[Print Name of Authorized Agent]

RENTER: _____

Dated: _____

[Printed Name of Customer/Renter/Responsible Party]