

Contract Date____/____/_____

**San Juan Boat Rentals
Bareboat Charter Agreement**

Vessel: 2014 Yamaha SX 240

Charter Date: ____/____/_____

Charter Type: ____Morning (9am to 11am)
____Mid Day (11.30am to 1.30pm)
____Afternoon (2pm to 4pm)

Lessee:

Name: _____Date of booking: ____/____/____

Address: _____

City: _____State: ____Zip Code: _____

Phone & Cell Phone: _____E-Mail_____

Boat License #: _____State:_____

Drivers License #: _____State: ____DOB:_____

Billing Info

Credit Card Number: _____-_____-_____-_____

Exact Name on Credit Card: _____Exp. Date_____VV2_____

Billing Address if different from than above_____

Cancellation Policy: Reservations cancelled 48 hours prior to charter will receive full refund of payment.

Damage Deposit: Charters require a damage deposit hold on major credit card of \$950.00. Any damage will be billed at Yamaha Dealer rates and direct replacement cost.

Fuel Surcharge: Fuel used in excess of included amount will be charged at \$4/gallon. Each Charter includes ¼ tank of fuel. Each ¼ tank fuel is equivalent to 12.5 gallons.

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT

In consideration of the agreement herein, San Juan Boat Rentals (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the vessel and equipment described herein.

The Lessee certifies that he/she has examined the vessel and equipment and finds it acceptable and suitable for the purpose for which it is leased.

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The Lessee certifies that he/she will operate the vessel in accordance with all safety rules and regulations posted on the vessel, and further certifies that he/she has read and understands said rules and regulations. This includes maximum passenger count of 10 passengers, maximum combined weight of 1950 lbs, and a maximum speed of 40 mph.

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The Lessee certifies that he/she will operate the vessel in accordance with all rules of the road as set forth by the United States Coast Guard, that one copy of Navigation Rules is on vessel, and further certifies that he/she has read and understands said rules and regulations.

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The Lessee agrees to report any accident, malfunction or breakdown of charter vessel to Lessor immediately and in accordance with the malfunction/breakdown clause which follows.

Initial _____

In the event the vessel is not returned at time specified herein said LESSEE agrees to pay for OVERTIME at rate of \$175 per hour or portion thereof.

Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the vessel such as the one rented above.

Initial _____

This certifies that I (We), the LESSEE am/are experience, capable, and have been familiarized with the marine radio on vessel.

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LESSEE agrees said boat will not be occupied by a greater number of persons than is shown in this rental agreement and posted on the vessel. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from San Juan and will operate vessel within limits of San Juan Bay and immediate vicinity, and I (We) have familiarized myself/ourselves with a chart of the area.

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I authorize and allow San Juan Boat Rentals to charge my credit card for any damages to or loss of vessel and equipment at replacement costs. Boat rental price does not include refueling, or tax. Boat must be refueled with supervision of San Juan Boat Rentals.

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The LESSEE acknowledges he/she will maintain both boat and equipment in a safe, dependable condition while in he/she has custody.

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A major credit card authorization (VISA, MasterCard, Discover), shall be retained by the LESSOR as partial compensation for failing to return said rental boat in the same condition as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of boat by LESSEE.

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LESSEE agrees not to use, nor permit the use: a. of vessel for any unlawful purpose; b. of vessel in a careless or negligent manner; c. of vessel **while under the influence of liquor or narcotics**; or any other drugs; d. by any other person not the signatory of the agreement, not at least 21 years of age, or not equally qualified; and e. of the rental boat after dark.

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LESSEE acknowledges his/her responsibility for the safe and proper operation of the boat; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of vessel. LESSEE FUTHER AGREES to indemnify and hold harmless the LESSOR 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 vessel. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the vessel, including loss or damage by fire, water, theft or any other causes whatsoever.

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LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that venue and any action hereunder shall be in San Juan, Puerto Rico.

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In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental boat the LESSEE will immediately report it to LESSOR by telephone at 787.340.7567 or on Marine Radio. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

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LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather.

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The rules and regulations contained herein and as posted on the boat and /or the grounds by the LESSOR are for the safety and welfare of all on the water. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

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LESSOR: San Juan Boat Rentals, by: _____ DATE: _____

LESSEE: _____ DATE: _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by San Juan Boat Rentals *(For purposes of this Waiver and Release, the term “San Juan Boat Rentals” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of San Juan Boat Rentals). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any clauses in the rental agreement that is inconsistent with this Release. 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 San Juan Boat Rentals all potential operators, passengers, and users of said rental equipment.

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II. ACKNOWLEDGEMENT OF RISKS – The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action and ships’ wakes; 2) Collisions with any of the following: other participants, the boat, other boats, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which results in wetness, injury, expose to the elements, hypothermia, drowning and/or death; 4) Attack by or encounter with insects and marine life forms 5) Equipment failure or operator error; 6) 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 or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

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III. EXPRESS ASSUMPTION OF RISK- The undersign herby agrees that he/she is renting, operating or using the equipment provided by San Juan Boat Rentals 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/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head, neck, and/or spinal injuries; animal or insect bite or attack; shock, paralysis,drowning, and/or death; and any resultant expenses from any of the foregoing risks and assumes all risk injury, illness, damage or loss that might result, regardless of the cause.

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IV. WAIVER/RELEASE OF LIABILITY-By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless San Juan Boat Rentals from any and all liability of any nature for any and all injury or damage arising from personal injuries 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 San Juan Boat Rentals regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that San Juan Boat Rentals shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that San Juan Boat Rentals shall not be responsible for such injuries, damages, loss or theft.

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V. LIABILITY TO THIRD PARTIES – The undersigned hereby agrees that he/she will indemnify and hold harmless San Juan Boat Rentals for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, other boats, 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 related to the rental, operation, or use of equipment provided by San Juan Boat Rentals.

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VI. ACKNOWLEDGEMENT 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 warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from San Juan Boat Rentals 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 a claim against San Juan Boat Rentals for San Juan Boat Rentals negligence.

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RENTER _____ DATE _____