



## RECREATIONAL BOAT CHARTER RENTAL AGREEMENT

### LESSEE INFORMATION

Name: \_\_\_\_\_ Date: / /

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_

Drivers License #: \_\_\_\_\_ State: \_\_\_\_\_

MAXIMUM OF 12 PEOPLE

**\*\*ALL RENTERS MUST BE AT LEAST 18 YEARS OF AGE AND PROVIDE PROOF OF AGE\*\***

**Cancellation Policy:** Reservations canceled within 10 days will forfeit the deposit unless boats can be re-rented. A cancellation number will be issued at the time of notification.

Deposit:

Reservations require a deposit of 50%

Date Rented: \_\_\_\_\_

Number of people: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

Employee: \_\_\_\_\_

DATE CONFIRMED: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

Full Day 10:00AM-6:00PM \$2,200. includes fuel and tax +10% suggested tip

Half Day \* 10:00AM-4:00PM or 4:00PM-10:00PM \$1,800 includes fuel and tax +10% suggested tip

4 hours \* 10:00AM-2:00PM or 4:00PM-8:00PM \$1,400 includes fuel and tax +10% suggested tip

\*Half days are only available on the day of the rental when the boat has not been previously reserved\*

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

In consideration of the agreement herein, Captain Lobo LLC (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. In the event the Vessel is not returned at time specified herein. Said LESSEE agrees to pay for OVERTIME at rate of \$300.00 per each hour.

Initial:\_\_\_\_\_

**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. THAT HE/SHE WILL OPERATE THE VESSEL IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE VESSEL, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.**

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**LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL VESSEL TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.**

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. LESSEE agrees said Vessel will not be occupied by a greater number of persons that is shown in this rental agreement. 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 Miami-Dade County and will operate that said Vessel within a TWELVE mile limit from keystone POINT MARINA and I (We) have familiarized myself/ourselves with a chart of the area. WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

Initial:\_\_\_\_\_

I authorize and allow CAPTAIN LOBO LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled at CAPTAIN LOBO LLC.

Initial:\_\_\_\_\_

The LESSEE acknowledges he/she has carefully examined the Vessel 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 Vessel and equipment in a safe, dependable condition while in he/she has custody.

Initial:\_\_\_\_\_

A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) or CASH in the amount of five hundred dollars (\$\_\_\_\_\_.00) shall be retained by the LESSOR as partial compensation for failing to return said rental Vessel in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of Vessel by LESSEE.

LESSEE agrees not to use, nor permit the use:

- a. of the rental Vessel for any unlawful purpose;
- b. of the rental Vessel in a careless or negligent manner;
- c. of the rental Vessel while under the influence of liquor or narcotics; or any other drugs
- d. by any other person not the signatory of the agreement, or not equally qualified.
- e. of the rental Vessel after dark.

Initial:\_\_\_\_\_

Pleasure and/or Leisure. The LESSEE agrees that the Vessel shall be used exclusively as a

private

pleasure and/or leisure Vessel and shall not transport cargo, nor engage in trade, nor violate any laws of jurisdictions where the Vessel may travel, including parks, sanctuaries, and protected areas.

Initial:\_\_\_\_\_

Fishing. The LESSEE agrees that the Vessel will not be used for recreational or commercial

fishing.

If the LESSEE uses the Vessel for fishing, not limited to fishing from the Vessel, but also spearfishing, lobster, diving, trolling, net fishing, and any other type of fishing, then the LESSEE shall be responsible for any and all damages, repairs, costs, cleaning, maintenance, outfitting, and any and all other costs associated with fishing and bringing fish aboard the Vessel. The

LESSEE

also warrants, agrees, and covenants that it and its guests have all relevant Federal and/or State licenses to fish in Florida

waters. If the LESSEE does not have any and all relevant Federal and/or State licenses and violates any Federal or State law regarding the fishing and/or keeping of any marine life, then the LESSEE is solely responsible for any and all damages, fines, fees, costs, attorneys' fees, and any and all costs associated with the violation of said Federal or State law.

Initial:\_\_\_\_\_

LESSEE acknowledges his/her responsibility for the safe and proper operation of the Vessel; 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 the rental Vessel. LESSEE FURTHER 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 rental 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 rental 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 the county of LESSOR.

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In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental Vessel the LESSEE will immediately report it to LESSOR. 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.

Initial:\_\_\_\_\_

LESSOR'S ability to provide a rental Vessel if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

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LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial:\_\_\_\_\_

The rules and regulations contained herein and as posted in the office, on the Vessel and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. 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.

Initial:\_\_\_\_\_

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

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Non-assignment. The LESSEE shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel at any time. If the LESSEE breaches this provision, the LESSEE forfeits the security deposit and shall be liable for any and all damages, repairs, fines, fees, and/or costs associated with retrieving, maintaining, and equipping the Vessel.

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Dispute Resolution. Subject to the provisions herein contained and unless otherwise specified in this Agreement, any dispute in connection with the interpretation and fulfillment of this Agreement shall be decided by and in accordance with the rules and procedures of the American Arbitration Association; such arbitration must take place in Miami, Florida, unless another place is mutually agreed upon. The dispute shall be referred to a single Arbitrator to be appointed by the Parties here to. If the Parties cannot agree upon the appointment of a single Arbitrator, the dispute shall be settled by three (3) Arbitrators, each party appointing one (1) Arbitrator, the third being appointed by the two (2) Arbitrators selected by the Parties. Appointment of Arbitrators, or substitution of Arbitrators who are not available, shall be made within two (2) weeks of written notice by the other party, failing which, the current remaining Arbitrators shall appoint an Arbitrator on behalf of the party who fails to appoint an Arbitrator. The Parties shall jointly split the costs associated with Arbitration, including the arbitrator's fees.

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Binding Arbitration. The award rendered by the Arbitration Panel shall be final and binding upon both parties and may, if necessary, be enforced by a Court of any other competent authority and/or jurisdiction in the same manner as a judgment in that same Court.

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**THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT. I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**

LESSOR: Captain Lobo LLC

LESSEE: \_\_\_\_\_ DATE: \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY AGREEMENT – FLORIDA

**DISCLAIMER** – This Waiver and Release Agreement is applicable to all renters, operators, passengers, and users of equipment provided by Captain Lobo LLC Inc... \*(For purposes of this Waiver and Release, the term “Captain Lobo LLC Inc.” includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Captain Lobo LLC Inc.). 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 are 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 Captain Lobo LLC Inc. all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the a event that he/she fails to notify Captain Lobo LLC Inc. of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Captain Lobo LLC Inc.

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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 Vessel, other Vessel, 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, including, but not limited to sharks and/or sting rays; 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 or illnesses, including sunburn, sunstroke or dehydration of these risks is nit 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 Captain Lobo LLC 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/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, even if the risks arise out of the negligence or fault of Captain Lobo LLC Inc.

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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 Captain Lobo LLC 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 Captain Lobo LLC regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Captain Lobo LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Captain Lobo LLC shall not be responsible for such injuries, damages, loss or theft. **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY CAPTAIN LOBO LLC**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Captain Lobo LLC.

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**V. LIABILITY TO THIRD PARTIES** – The undersigned hereby agrees that he/she will indemnify and hold harmless Captain Lobo LLC for all personal injuries, property damages, or any other damages to any and all third parties, including but not limited to, operators and passengers of other waterVessel 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 Captain Lobo LLC, Inc, even if such damages arise out of the negligence or fault of Captain Lobo LLC.

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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 Captain Lobo LLC 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 Captain Lobo LLC for Captain Lobo LLC's negligence.

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**VII. SPECIAL PROVISIONS –**

SAFETY IS OUR NUMBER ONE PRIORITY AND WE WON'T TOLERATE UNSAFE RIDING BEHAVIOR. We want to protect our customers and our equipment. So, rules are strictly enforced. Remember, this is a family-friendly adventure. Unsafe operation or misuse of our VESSEL may cause serious bodily injury or death. All Drivers must be in good physical & mental health. You will not be permitted to drive if you are pregnant or have ANY MEDICAL CONDITION that may impair your judgment or ability to safely operate our rental equipment.

It is AGREED AND UNDERSTOOD BY RENTER/LESEE that Captain Lobo, LLC shall not be held liable for damages, inconvenience, or time lost caused by accident, breakdown, or malfunction of the rental VESSEL.

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ALCOHOL/DRUGS: WE DO NOT ALLOW USE OF ALCOHOL/DRUGS PRIOR TO OR DURING RENTAL OF THE VESSEL. Drivers suspected of being under the influence of alcohol, controlled substances, or certain types of prescribed medication will not be permitted to drive and reservations will be canceled and NO REFUND WILL BE ISSUED. If a diver or Captain is observed consuming alcohol or using any drugs while in possession of VESSEL, rental will immediately end and no refund will be issued. A \$500.00 fee will be deducted from deposit for retrieving VESSEL.

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BAD WEATHER: Captain Lobo, LLC rides rain or shine. We reserve the right to cancel this rental agreement due to inclement or impending bad weather. This could include but not limited to severe thunderstorms, flash flooding, tornado watch/warning, hurricane watch, hurricane warning, or cold temperatures, etc. A refund of amount paid will be issued minus any service/convenience fee charged by credit card company. NO REFUND ONCE THE VESSEL LEAVES DOCK.

Initial:\_\_\_\_\_



DATE \_\_\_\_\_

1. PASSENGER NAME: \_\_\_\_\_

2. PASSENGER NAME: \_\_\_\_\_

3. PASSENGER NAME: \_\_\_\_\_

4. PASSENGER NAME: \_\_\_\_\_

5. PASSENGER NAME: \_\_\_\_\_

6. PASSENGER NAME: \_\_\_\_\_

7. PASSENGER NAME: \_\_\_\_\_

8. PASSENGER NAME: \_\_\_\_\_

9. PASSENGER NAME: \_\_\_\_\_

10. PASSENGER NAME: \_\_\_\_\_

11. PASSENGER NAME: \_\_\_\_\_

12. PASSENGER NAME: \_\_\_\_\_

**WE DO NOT PROVIDE A CAPTAIN WITH THE RENTAL  
PICK YOUR CAPTAIN**

\_\_\_\_\_ YOUR OWN  
NAME PHONE NUMBER

( ) JESI GOMEZ VALLEJO	786-7310130
NAME	PHONE NUMBER
( ) DAVID GOMEZ	786-8386737
NAME	PHONE NUMBER
( ) CARLOS PIEDRAHITA	310 9629204
NAME	PHONE NUMBER
( ) ANDRES GAITAN	838 6694
NAME	PHONE NUMBER