

**Grand Boat Tours, LLC**  
Water Vessel Rental Agreement

PLEASE PRINT

Date \_\_\_\_\_ Time rented \_\_\_\_\_ Number Persons \_\_\_\_\_  
Between "Grand Boat Tours, LLC and \_\_\_\_\_  
E-mail \_\_\_\_\_  
Renter's Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Renter's Local Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Vessel Type & AI Registration Number \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

RIGHT OF REFUSAL: At any time "Grand Boat Tours, LLC" may, for any reason, terminate or refuse to lease to any individual. For the rental of the above vessel the Renter agrees as follow:

- 1) I agree to be responsible for returning the rental property in the same working condition as when received. I agree to return the rental property with all of the equipment and accessories that were with the rental property.
- 2) I agree to return rental property to the designated location of the marina. I understand that any time over the rental period, there will be a \$2.00 per minute late charge.
- 3) I have been briefed on the "Boating Rules and Regulations".
- 4) I will not operate or allow anyone to operate the rental property for any unlawful purpose or operate in a careless, reckless, or negligent manner.
- 5) I will not operate or allow anyone to operate the rental property if under the influence of drugs or alcohol, nor will I allow a minor, or anyone who is in anyway incompetent to operate the rental property.
- 6) I agree that the rental unit may only be operated within the following parameters of navigable water:
  - a. North of Perdido Pass Bridge
  - b. South of Lillian Bridge
  - c. East of Gulf Shores (Hwy 59) Bridge
  - d. West of Perdido Key Bridge (Theo Baars)
- 7) **I UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES IS RENTAL UNIT TO BE OPERATED IN THE GULF OF MEXICO. I UNDERSTAND THERE WILL BE A \$200.00 FINE FOR ENTERING INTO THE GULF OF MEXICO.**
- 8) I AGREE TO REPORT ANY ACCIDENT, MALFUNCTION, OR BREAKDOWN OF RENTAL UNIT TO Grand Boat Tours, LLC immediately.
- 9) I understand there will be a charge of \$100.00 for any breakdowns for running out of fuel.
- 10) **EARLY RETURNS DUE TO INCLEMENT WEATHER WILL NOT RESULT IN A FULL REFUND!**

**DAMAGE DEPOSIT:** A damage deposit of \$500.00 or a credit card will be collected for each water craft rented. Upon delivery and return, lessor will inspect water craft for any damages. The deposit will be applied toward the cost or any repairs or any and all damages suffered to the water craft. If the cost of damages exceeds the damage deposit, user agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the water craft

to the same condition as the time the rental agreement was started. Furthermore, the User understands and agrees that he/she as the User is the only person allowed to use the watercraft for the entire rental period. The User also understands that he/she is responsible for the retrieval and/or replacement of the water craft, life jackets, or any safety items. If these items are stolen or misplaced during the rental period. Should any damages exceed the \$500.00 damage deposit, Grand Boat Tours, LLC will provide an itemized repair bill, including lost rental time, which must be paid in full upon User's presentation of the bill. The security deposit shall not bear interest. User shall be responsible for damages at and beyond the \$500.00 damage deposit. **\*\*\*(If for any reason a damage deposit or credit card is not collected prior to rental of the water craft and the water craft is returned damaged, a \$500.00 damage will be collected at the time of return and held until estimate of damage is performed. If damages are able to be repaired for less than the initial \$500.00 deposit, then the difference will be refunded to the renter. If damage costs greater than the deposit, the renter is responsible for the difference.)**

#### **RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of the rental of the above described vessel, I do hereby fully release, discharge, and hold harmless, Grand Boat Tours, LLC, its agents, employees, officers, and directors from any and all claims liability for damages of every type and kind while the vessel is under the contract rental agreement whether being operated by me or anyone else or merely in my possession or for the time I am responsible for same. Further, the undersigned does agree to indemnify Grand Boat Tours, LLC and its employees, agents, servants and officers, against any and all judgements to verdicts and the costs of defending any claim or action which may occur as a result of the injury to person or property, equipment, and accessories, the undersigned agrees to reimburse Grand Boat Tours, LLC for such loss or damage at the fair value of the repairs or replacement same.

**SIGNATURE** \_\_\_\_\_ **Date** \_\_\_\_\_