



1. **RENTAL RATES:** \$350/hour. Minimum 3-hour, maximum 8-hour rental.
2. **PASSENGERS:** The watercraft, Seas the Moment, has a capacity of 8 passengers. Adults are required for passengers 12 and under. Should the RENTER have an infant, please reach out to THE COMPANY via email to confirm permission at momentsonthesea@gmail.com.
3. **SECURITY/DAMAGE DEPOSIT:** A security deposit of one thousand dollars (\$1000.00) is required to book a chartered experience with Moments on the Sea, LLC (THE COMPANY) and is due at the time of booking checkout. THE COMPANY shall be authorized to charge RENTER'S credit card on file for the full amount of such security deposit, along with any other costs incurred by RENTER following the terms hereof. Any unused portion of the security deposit will be released after the completion of the rental period, provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. THE COMPANY reserves the right to inspect rental equipment up to thirty (30) days after the rental period if necessary to have mechanics or repairmen view and fix any damage incurred while RENTER had equipment in his/her possession. If damage is caused or permitted by RENTER during the rental period, RENTER authorizes THE COMPANY to charge the credit card on file for the full amount of any such damages, including repair costs and to then notify RENTER of the same. RENTER understands that all damages will be repaired by THE COMPANY's authorized mechanics and/or repairmen, and no repairs will be allowed by RENTER or others. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial security deposit or authorization.
4. **CANCELLATION/NO SHOW POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers and therefore THE COMPANY cannot commit the watercraft to another customer during the reserved dates/times. Consequently, in the event RENTER cancels, changes the date or time, shortens the rental period, or in any other way seeks to change the rental period, the entire rental total shall still be due and payable if such changes are requested within 48 hours of the original reservation. If changes are made before 48 hours of the reservation, a full refund or credit toward future booking is permissible. All cancellation or change requests must be made in writing and submitted to the email address: momentsonthesea@gmail.com. NO SHOWS are not refundable.
5. **UNFORESEEN CIRCUMSTANCE CANCELLATIONS:** It is understood that weather conditions and other unforeseen circumstances can affect reservations. Should any unforeseen circumstances cause a cancellation from THE COMPANY, a full refund or credit will be applied.
6. **PAYMENT:** Payments are accepted via credit card or debit card at the time of booking. Cash payments are allowed onsite if the RENTER requests to extend the rental period.
7. **BOAT OUT OF COMMISSION DUE TO DAMAGE:** RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay THE COMPANY for all hours/days the watercraft is out of commission including any time outside of



the original rental period during which time the watercraft is unavailable to rent to other customers. No refunds will be offered.

8. **CREDIT CARD ON FILE:** RENTER agrees to provide THE COMPANY with a valid credit card to be kept on file. This card will be charged if damage or additional RENTER charges exceed the security deposit, for additional rental time, the purchase of additional equipment, late fees and/or other incidentals. RENTER hereby irrevocably authorizes THE COMPANY to charge RENTER's credit card on file for all the foregoing charges.
9. **FUEL:** RENTER acknowledges that the fuel is not included in the price of the reservation. A fuel service charge of 20% of the total reservation will be charged at the time of booking and is nonrefundable.
10. **INSPECTION OF EQUIPMENT:** THE COMPANY certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Watercraft Check-Out Sheet". RENTER will inspect said equipment and will rent the same without any additional representation or warranty by THE COMPANY. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify THE COMPANY before the use of the watercraft begins. PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY. THE VALUE OF THE WATERCRAFT CAN EXCEED \$115,000 FOR FULL REPLACEMENT AND REPAIRS CAN REACH INTO THOUSANDS OF DOLLARS.
11. **THEFT OR LOSS:** In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment.
12. **WATERCRAFT OPERATION:** RENTER acknowledges and agrees that the equipment will be operated by a licensed captain only. No passengers are permitted to operate or drive the watercraft. THE COMPANY guarantees that the licensed captain is a qualified operator of said equipment. RENTER (i.e. the person who provides the credit card) undertakes all financial responsibility regardless of who is operating the watercraft. THE COMPANY will be responsible for the operation of the boat within all local, state, and Federal laws.
13. **WATERCRAFT USE:** The RENTER understands that conditions (weather, water levels, etc.) are variable and THE COMPANY will exercise caution, pre-planning, and good judgment in the use of watercraft. The boat is equipped with internal ballast systems to allow custom weighting for cruising and any watersports. At NO TIME should the total weight in the boat exceed the maximum listed weight as marked on the plate in the front of the boat (ballast, persons and equipment must all be added up and should not exceed the listed weight). Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the boat from rough water or watersports activity. The maximum number of allowable passengers is 8 people. No animals are permitted on the watercraft.



14. **REPAIRS-SERVICE CALLS:** RENTER acknowledges and understands that THE COMPANY cannot guarantee against mechanical failures of the watercraft. THE COMPANY will make commercially reasonable efforts to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repairs due to normal wear and tear on the equipment will be made by THE COMPANY. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S security deposit or credit card on file.
15. **LOSS OF RENTER(S) PROPERTY:** It is expressly agreed that THE COMPANY shall not be liable for the loss or damage to any property left or stored by RENTER or any other person in or upon said equipment after return thereof to THE COMPANY. RENTER agrees to hold THE COMPANY harmless from, and against any such claims.
16. **RETURN OF EQUIPMENT:** RENTER acknowledges and understands that he/she will return all the watercraft complete with all equipment, including but not limited to lifejackets, kitchen equipment, pillows, etc.
17. **RELEASE OF LIABILITY/ASSUMPTION OF RISK:** I, the RENTER, understand that the sports of boating or any water sport are HAZARDOUS ACTIVITIES. I, the RENTER, understand that engaging in these sports and use of the equipment involve a risk of injury to all parts of the user's body and POSSIBLE DEATH. I, the RENTER, on my behalf and on behalf of all others who are involved with the boat and/or any other water activities during the rental period, agree to assume and accept all risks in the use of the equipment rented freely and expressly. In the event, that someone is injured during the use of the watercraft, RENTER agrees to pay all deductibles and all costs for physical and property damage to any and all parties involved which are the fault of the RENTER and until the equipment is returned to the control of THE COMPANY via the agreed-upon check-in procedure. All passengers must sign a waiver of release prior to the boat leaving the dock.
18. **LIABILITY AGREEMENT:** I, the RENTER, hereby release and hold harmless from any legal liability, THE COMPANY, and its owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, RENTER, and I hereby accept full responsibility for any and all such damages or injury which may result. It is understood and agreed that the rental fee is a presently earned fee for the use of the equipment, the licensed captain, and overhead expenses incurred in the process of the booking and that the security deposit is a deposit against costs of repairs or cleaning that may be required because of physical damage to the equipment during the rental period or against liability that RENTER may incur to THE COMPANY pursuant to this agreement. Further, I, the RENTER, am responsible for all damages and/or losses to the equipment or any of its contents during that period. I, the RENTER, indemnify and hold THE COMPANY harmless from any loss, damages, expense or claim, including attorney's fees, and



costs arising out of my acts or omission to act, or those with me during the use of the equipment during the rental period.

19. **AUTHORIZE/REVOKE USE OF EQUIPMENT:** THE COMPANY or its agents reserves the right to: (a) authorize the use of the equipment; and (b) revoke the use of the equipment. Decisions on the part of THE COMPANY or its agents regarding the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following: (a) unsafe operation of the equipment; (b) lack of sobriety of RENTER or any other person using the rented equipment; and/or (c) unsafe weather conditions.
20. **LEGAL FEES:** I, the Renter, AM RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION AGENCY FEES, AND COURT COSTS FOR MYSELF AND THE COMPANY incurred by any dispute in damages if legal action is necessary, because of my neglect to return the watercraft or equipment in the same condition that it was received at the beginning of my rental period.
21. **CLEANING FEES:** I, the RENTER, understand that each reservation carries a cleaning fee of \$150 and that I will be responsible for the said fee. This fee will be taken out of the \$250 security deposit upon return of the watercraft and prior to refund of the difference.
22. **RENTER RESPONSIBLE FOR ALL OTHERS:** I, the RENTER, understand and irrevocably agree that all references herein to me, my liabilities, duties, representations, warranties and claims, as RENTER, shall be deemed to also include all other persons who use the rented equipment during the term of this boat rental agreement. IN OTHER WORDS, I AM FULLY RESPONSIBLE FOR EVERYTHING THAT HAPPENS TO ME, THE EQUIPMENT, THE FACILITIES AND ALL OTHER PERSONS IN THE AREA WITH ME DURING THE TERM OF THE RENTAL PERIOD.