

ISLAND BOAT RENTALS, LLC
P.O. Box 236 Friday Harbor, Washington 98250
Rental Agreement

Date: _____

Customer Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____ Cell Phone: _____

Drivers License #: _____ State: _____ Age: _____

Credit Card #: _____ Expiration: _____ Security Code#: _____

Name as it appears on credit card: _____

In consideration of the terms and conditions as herein set forth, Island Boat Rentals, LLC (hereinafter referred to as "IBR") agrees to lease to the undersigned customer (herein referred to as the CUSTOMER) the watercraft, motor(s), safety equipment, personal flotation devices, electronic navigation and communication equipment (radios), navigational charts, and related equipment and devices (hereinafter collectively referred to as "vessel & equipment") described herein. CUSTOMER acknowledges that he/she has read and understood this entire agreement and has certified same by placing his/her initials where indicated below before signing this Rental Agreement.

Vessel Registration Number: _____

Description of Equipment: _____

Rental Start Date/Time: _____ Rental End Date/Time: _____

Four (4) hours (half-day): _____; Eight (8) hours (full day): _____

Weekly (7 days): _____

OVERTIME: In the event that the watercraft is not returned at the time specified herein, said CUSTOMER agrees to pay for overtime at the rate of \$100.00 per each half-hour.

CUSTOMER Initial: _____

DEPOSIT: A major credit card authorization (Visa, MasterCard, or Bank Debit Card) or cash in the amount of one thousand dollars (\$1,000.00), shall be provided to the IBR by the CUSTOMER prior to commencement of the rental term which may be retained by IBR as partial compensation in the event the CUSTOMER fails to return the vessel & equipment in the same condition (ordinary wear and tear excluded) as when received by the CUSTOMER; for reimbursement of articles damaged, missing or broken; or to be applied to the refueling and/or rental charges upon return of the vessel & equipment by the CUSTOMER.

CUSTOMER Initial: _____

CHARGES TO CUSTOMER CREDIT CARD: CUSTOMER authorizes IBR, to charge CUSTOMER'S credit card for any damages to or loss of vessel & equipment which occurs during the rental term. The CUSTOMER will not remove any equipment from the vessel, and will return the vessel & equipment in the same condition (ordinary wear and tear excluded) as when received by the CUSTOMER, and with the vessel fully fueled ("topped off"). Rental price does not include costs of refueling. In the event that the vessel is returned less than fully fueled, IBR's employees will refuel the vessel and the CUSTOMER will be charged for such fuel at the current per gallon rate charged by Roche Harbor Resort Fuel Dock.

CUSTOMER Initial: _____

VESSEL OPERATION & REGULATIONS: The CUSTOMER acknowledges his/her responsibility for the safe and proper operation of the vessel & equipment; and for the safety and welfare of other boaters, persons and passengers. The CUSTOMER certifies that he/she is experienced and capable in all aspects of the handling and operation of the vessel & equipment, and that to the extent he/she has determined necessary, he/she has been fully briefed by IBR personnel in the safe operation of the vessel & equipment. The CUSTOMER certifies that he/she has examined the vessel & equipment and finds same acceptable and suitable for the purposes for which the vessel & equipment is rented, and that he/she will operate the vessel & equipment in accordance with all United States Coast Guard regulations, and all applicable statutes ordinances and regulations of the state of Washington and the County of San Juan. The CUSTOMER is aware of no wake areas and acknowledges that he/she is responsible for any damage and/or violations caused by vessel wake. The CUSTOMER agrees that he/she will operate the vessel & equipment only in US waters and otherwise within a 25 mile radius of Roche Harbor Resort, San Juan Island, Washington. Further, the CUSTOMER hereby certifies that he/she has familiarized himself/herself with current NOAA charts of the area of operation and with additional operational restricted zones depicted thereon.

CUSTOMER Initial: _____

REPORTING OF ACCIDENTS AND MALFUNCTIONS: The CUSTOMER agrees to report any accident, malfunction, or breakdown of vessel & equipment to IBR immediately, and to discontinue use of the vessel & equipment until same can be inspected and/or repaired by IBR personnel. Continued use of the vessel & equipment is entirely at the CUSTOMER's risk and thus CUSTOMER assumes all liability of injury and damage to all persons and property that may result from such continued use. It is AGREED AND UNDERSTOOD BY CUSTOMER that the IBR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the vessel & equipment, without regard to cause.

CUSTOMER Initial: _____

THE RULES AND REGULATIONS FOR USE OF VESSEL & EQUIPMENT: The CUSTOMER acknowledges and certifies that he/she has been provided with a copy of THE RULES AND REGULATIONS FOR USE OF VESSEL & EQUIPMENT same is made part of this Rental Agreement. The CUSTOMER certifies that he/she has read and understands THE RULES AND REGULATIONS FOR USE OF VESSEL & EQUIPMENT and assumes the responsibility to act in accordance with same and to assure compliance therewith by CUSTOMER's passengers.

CUSTOMER Initial: _____

ADDITIONAL PROHIBITED USES: Customers may not use the vessel & equipment in any manner or for any purpose not intended by manufacturer. In addition, customers shall not use the vessel & equipment in any of the following manners:

- a. In any type of race or competitive event
- b. For any illegal purpose or in an illegal manner
- c. To carry any type of hazardous or explosive substance
- d. To push or tow any other watercraft or tubes, skis or other water toys
- e. After dusk or during the night
- f. To carry loads beyond stated capacity
- g. In a reckless, abusive or negligent manner
- h. For any commercial purpose or for hire.
- i. By any person consuming alcohol or drugs
- j. If further use may cause damage to boat or motor (warning light or buzzer on)
- k. In violation of the terms and conditions of this agreement in any way
- l. Outside of approved use area

CUSTOMER Initial: _____

INDEMNIFICATION: CUSTOMER AGREES to indemnify and hold harmless the IBR 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 or as a proximate result of the use, operation or possession of the said vessel & equipment by CUSTOMER. Further, CUSTOMER agrees to hold the IBR harmless should loss or damage occur to any of CUSTOMER's personal property while carried in, or on, the vessel, including loss or damage by fire, water, theft or any other cause whatsoever.

CUSTOMER Initial: _____

ENFORCEMENT OF AGREEMENT: The CUSTOMER expressly agrees to indemnify and hold IBR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorneys fees and/or liability in connection with enforcement of this Rental Agreement by IBR, including expense incurred in connection with actions or efforts to collect unpaid rent or costs of damages to the vessel & equipment; and in the event of suit by IBR to recover possession of said vessel & equipment and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that both jurisdiction and venue for any legal action under this agreement shall be proper in the County of San Juan in state of Washington.

CUSTOMER Initial: _____

INCLEMENT WEATHER: IBR reserves the right to cancel this Rental Agreement due to inclement or impending inclement weather. Rental fees will be prorated based upon time used.

CUSTOMER Initial: _____

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

CUSTOMER Initial: _____

WAIVER/RELEASE OF LIABILITY: By the execution of this Release, the CUSTOMER voluntarily releases, and forever discharges and agrees to indemnify and hold harmless Island Boat Rentals, LLC, from any and all liability of any nature for any and all injury or damage arising from personal injuries sustained by the undersigned, guests of the undersigned, including 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 Island Boat Rentals, LLC, regardless of the cause. The undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Island Boat Rentals, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Island Boat Rentals, LLC shall not be responsible for such injuries, damages, loss or theft even in the event of negligence or fault by Island Boat Rentals, LLC, whether such negligence is present at the signing of this Release or takes place in future.

CUSTOMER Initial: _____

LIABILITY TO THIRD PARTIES: The CUSTOMER hereby agrees that he/she will indemnify and hold harmless Island Boat Rentals, 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 watercraft and minor children in the undersigned custody, care, and control as a result of any and all activities related to the rental, operation or use of equipment provided by Island Boat Rentals, LLC, even if such damage arises out of the negligence or fault of Island Boat Rentals, LLC.

CUSTOMER Initial: _____

THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND THE RULES AND REGULATIONS FOR USE OF VESSEL & EQUIPMENT, WHICH IS MADE A PART HEREOF, SET FORTH THE ENTIRE UNDERSTANDING BETWEEN THE CUSTOMER AND ISLAND BOAT RENTALS, LLC 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 THIS RENTAL AGREEMENT AND THE RULES AND REGULATIONS FOR USE OF VESSEL & EQUIPMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, AND THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL AGREEMENT AND THE RULES AND REGULATIONS FOR USE OF VESSEL & EQUIPMENT.

ISLAND BOAT RENTALS, LLC ("IBR")

BY: _____ DATED: _____

CUSTOMER: _____ DATED: _____