



Name: \_\_\_\_\_ ("Renter or Lessee") Date: \_\_\_ / \_\_\_ / \_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

**\*\*ALL RENTERS MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE\*\***

**Cancellation Policy:** Reservations cancelled 72 hours prior to scheduled Rental Date will forfeit deposit, unless otherwise agreed upon by Gwinn's Boat Rental. No refunds shall be issued for cancellations or no shows.

**Deposit:** Reservations require a deposit of \$100.00 per Day per Boat

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

**Number of Person(s):** \_\_\_\_\_ [MAX 6 PERSONS]

**Rental Fee:** \$ \_\_\_\_\_ /Day/Boat

**Rental Deposit:** \$ 100.00 PER DAY/PER BOAT

**CREDIT CARD NUMBER:** \_\_\_\_\_ Exp. \_\_\_\_\_  
A BOAT RENTAL WILL NOT BE ACCEPTED WITHOUT A CREDIT CARD NUMBER UNLESS ONE IS ON FILE.

**Exact Name on Credit Card:** \_\_\_\_\_  
EMPLOYEE INITIAL IF CREDIT CARD NUMBER HAS BEEN VERIFIED AS BEING ON FILE: \_\_\_\_\_

**RENTAL FEES:**

**Maximum of 6 Persons, Minimum of 4 hours**

<b>Full Day</b>	<b>6:00AM-5:00PM</b>	<b>\$ _____ plus fuel and tax</b>
<b>Half Day</b>	<b>6:00AM-11:00AM or 12:00PM-5:00PM</b>	<b>\$ _____ plus fuel and tax</b>

**\*\*\*HALF DAY RENTALS MUST BE RETURNED ON TIME TO ALLOW FOR CLEANING AND REFUELING. DELAYS WILL RESULT IN OVERTIME FEES BEING CHARGED.\*\*\***

**RENTAL RETURN TIME:** \_\_\_\_\_ AM/PM

**LESSEE/RENTER TO READ ALL PAGES OF THE AGREEMENT  
AND  
INITIAL EACH CLAUSE BEFORE SIGNING THE DOCUMENT**

In consideration of the agreement herein, Gwinn's Boat Rentals LLC (hereinafter referred to as the LESSOR or GWINN'S) agrees to lease/rent to the undersigned (herein after referred to as the LESSEE or RENTER) the vessel and equipment described herein.

**OVERTIME COST:**

In the event the vessel is not returned at time specified herein, **LESSEE agrees to pay OVERTIME FEES at rate of \$50.00 for EVERY 15 MINUTES BEYOND THE RENTAL RETURN TIME.**

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

**ACCEPTANCE OF VESSEL CONDITION:**

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 AND WILL MAINTAIN VESSEL AND EQUIPMENT IN A SAFE, DEPENDABLE, CONDITION AND RETURN SAID IN SAME. THAT HE/SHE WILL OPERATE THE VESSEL IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS PROVIDED HEREIN, FEDERAL, STATE, AND LOCAL LAWS, AND/OR AS POSTED ON THE VESSEL, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

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

**MALFUNCTION NOTIFICATION:**

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

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 shall entirely be 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.

In the event of an emergency **LESSEE shall first contact 911 or VHF Channel 16, or Florida Fish & Wildlife Conservation Commission at 850-488-5600 and report the emergency, prior to contacting LESSOR.**

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

**CERTIFICATION OF OPERATING VESSEL:**

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(S) agrees said Vessel will not be occupied by a greater number of persons than is shown in this rental agreement or as posted on the Vessel. I, the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for any damage caused by my wake. I, the LESSEE(S) am/are aware of the channel markings and operating within navigable courses and waterways.

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

**NAVIGABLE RESTRICTIONS:**

I, the LESSEE(S) will operate that said Vessel within a **TWELVE (12) mile** limit from the departing port and I (We) have familiarized myself/ourselves with a chart of the area. I, the LESSEE(S) will NOT operate that said Vessel in any ocean waters or inlet mouths to the ocean and shall only maintain course within the intercoastal waterways.

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

**PAYMENT AUTHORIZATION:**

I authorize and allow GWINN'S BOAT RENTALS LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax.

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

A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) or CASH in the amount of five hundred dollars (\$500.00) 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.

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

**PROHIBITED ACTIVITIES:**

The following activities are not permitted on the boat. Violation of this provision will result in the immediate termination of this contract and forfeiture of all monies paid by the Renter, including the full amount due for the rental regardless of how much time is remaining on the rental.

LESSEE agrees not to use, nor permit the use of the following:

- a. Any Water Sports, i.e., wakeboarding, tubing, waterskiing, towing etc.;
- b. Partying, Drinking, or Illicit Drugs;
- c. Boating in the Ocean or open waterways not within the intercoastal waterway marked by channel markers;
- d. Docking in unpermitted places;
- e. Violation of Marine Laws, Federal, State, and Local Laws;
- f. Exceeding weight and/or person capacity;
- g. Fishing without a valid state fishing license;
- h. Use of Vessel for any unlawful purpose;
- i. Operating Vessel in a careless, reckless or negligent manner;
- j. Operating the Vessel while under the influence of alcohol, drugs, prescriptions or any substance to cause impairment;
- k. Operation of Vessel by other person not the signatory or Captain as per the Agreement;
- l. Operating the Vessel after dusk or return time.

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

**NO EXCEPTIONS SHALL BE MADE TO THE AFOREMENTIONED, LESSEE SHALL BE LIABLE FOR ANY AND ALL CAUSES OF ACTIONS, LOSSES, LIABILITIES, DEATH, INJURY, AND DAMAGES RESULTING THEREFROM.**

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

**INDEMNIFICATION:**

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.

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.

**SEVERABILITY:**

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.

**ENTIRETY:**

THE TERMS AND CONDITIONS OF THIS AGREEMENT 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/RENTER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**LESSOR/RENTER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

**GWINN'S BOAT RENTAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

