

WEST BAY MARINA & R.V. PARK LLC

BOAT RENTAL & DEPOSIT AGREEMENT

_____ 2013 Lowe with 90HP Mercury

DATE OF BOOKING _____ RENTAL DATE: _____

½ DAY: 9AM TO 1PM _____ OR 1:30PM TO 5:30PM _____

RATE: _____ PLUS \$ _____ PER ENGINE HOUR

FULL DAY: 9AM TO 5PM _____

RATE: _____ PLUS \$ _____ PER ENGINE HOUR

**ONLY RENTER/OPERATORS MAY OPERATE (DRIVE) THE BOAT ("VESSEL")
ALL RENTERS/OPERATORS OF THE VESSEL MUST BE AT LEAST 25 YEARS OF AGE**

"RENTER/OPERATOR #1" NAME: _____ EMAIL _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

MOBILE PHONE # _____

DRIVER'S LICENSE # _____ DOB _____ EXP DATE _____

EMERGENCY CONTACT # SOMEONE NOT ON THE BOAT WITH YOU _____

CREDIT CARD # _____ EXP DATE _____ CCV _____

"RENTER/OPERATOR #2" NAME: _____ EMAIL _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

MOBILE PHONE # _____

DRIVER'S LICENSE # _____ DOB _____ EXP DATE _____

EMERGENCY CONTACT # SOMEONE NOT ON THE BOAT WITH YOU _____

CREDIT CARD # _____ EXP DATE _____ CCV _____

BOOKING AND CANCELLATION POLICY

In order to reserve a boat for a full or half day a \$250 deposit is required at the time of booking. Should the reservation be cancelled within 72 hours of the rental date, the full amount of the deposit will be forfeited unless the boat can be re-rented for that day and time. After complete execution of the RENTAL AGREEMENT, on the day of rental the \$250 deposit will be credited toward the

damage deposit. In cases of inclement weather on the date of the rental the deposit can be applied to a future rental date or refunded.

Before confirming booking & accepting the deposit, West Bay Marina agent has:

- *Instructed RENTER/OPERATORS to read the West Bay Marina Rental Policy available on website. _____
- *Informed potential renter/operator that if they were born prior to 1-1-1993 they must have passed a Tx Boater Safety program or will have to purchase a one-time 15 day deferral from the TPWD.
- *Specifically mentioned the VESSEL capacity and the no-towing policy. _____
- *Read/provided the RENTER/OPERATORS the Booking and Cancellation Policy. _____
- *Explained to RENTER/OPERATORS the \$250 damage deposit. _____
- *Explained to RENTER/OPERATORS that there is an additional charge per 1/10 hour of engine use. _____
- *Explained to RENTER/OPERATORS that the RENTER/OPERATOR AND HIS/HER PARTY SHOULD ARRIVE AT LEAST 30 MINUTES BEFORE SCHEDULED RENTAL TIME IN ORDER TO COMPLETE THE REQUIRED PAPERWORK, LOAD BOAT, ETC _____
- *Explained to RENTER/OPERATORS that the afternoon half day departure time is subject to the timely return of VESSEL by the previous Renter. Thus, departure time/return time may be adjusted. _____

DATE CREDIT CARD PROCESSED FOR \$250 Deposit _____ BY _____

WESTBAY MARINA RESERVES THE RIGHT TO CANCEL RENTALS FOR ANY REASON AND WILL BE LIABLE FOR ONLY THE FULL REFUND OF ANY DEPOSIT RECEIVED.

RENTER/OPERATOR TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING AND DATING THIS AGREEMENT

In consideration of the agreement herein ("RENTAL AGREEMENT"), West Bay Marina & R.V. Park, LLC ("WEST BAY MARINA") agrees to rent to the undersigned ("RENTER/OPERATOR(S)") a boat with an outboard motor and all attached and included equipment ("VESSEL"). Said RENTER/OPERATOR agrees to pay an over-time rate of \$50 for each 15 minutes the VESSEL is not returned to West Bay Marina by the prescribed rental end time. RENTER/OPERATOR also agrees to pay for equipment listed on the predeparture checklist which is damaged or missing upon return of VESSEL.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR REPRESENTS THAT (1) HE/SHE HAS EXAMINED THE VESSEL AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS RENTED, and (2) HE/SHE WILL OPERATE THE VESSEL IN ACCORDANCE WITH ALL SAFETY RULES AND/OR REGULATIONS AND/OR LAWS SET FORTH BY WEST BAY MARINA, FEDERAL LAW, STATE OF TEXAS LAW, AND/OR THE TARRANT REGIONAL WATER DISTRICT.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR AGREES TO REPORT ANY ACCIDENT, MALFUNCTION, OR BREAKDOWN OF THE VESSEL TO WEST BAY MARINA IMMEDIATELY AT (817) 444-1622. CONTINUED USE OF THE VESSEL AFTER AN ACCIDENT OR MALFUNCTION SHALL BE ENTIRELY AT THE RENTER/OPERATOR'S RISK AND THUS RENTER/OPERATOR ASSUMES ALL LIABILITY OF INJURY AND DAMAGE TO ALL PERSONS AND PROPERTY THAT MAY RESULT FROM THE VESSEL'S CONTINUED USE. IT IS ALSO AGREED AND UNDERSTOOD BY THE RENTER/OPERATOR THAT WEST BAY MARINA SHALL NOT BE HELD LIABLE FOR DAMAGES, INCONVENIENCE, AND/OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR MALFUNCTION OF THE VESSEL

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR represents he/she is experienced and capable in all aspects of the handling and operation of the VESSEL. RENTER/OPERATOR certifies that VESSEL will not be occupied by more than the rated number of persons and the combined weight of persons on board will not exceed the weight limit posted in the VESSEL. I, the RENTER/OPERATOR, will not remove the VESSEL nor its equipment from Eagle Mountain Lake. I, the RENTER/OPERATOR, agree and understand that VESSEL IS NOT TO BE USED FOR TOWING ANY DEVICE and/or ANY PERSON, including other boats, skiers, tubes, wakeboards, etc. These types of TOWABLE DEVICES ARE NOT ALLOWED IN OR ON THE VESSEL. Vessels are not to be used to tow any other vessels for any reason.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees that no other individuals than those listed on this Rental Agreement will be allowed to board the vessel (unless it is an emergency) and no picking up or dropping off of passengers is allowed at any facility, residence, marina, etc including West Bay Marina. At the end of the rental period the renter/operator will bring the vessel back to the same slip as it left out from UNLESS DIRECTED OTHERWISE.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

I, RENTER/OPERATOR authorize WEST BAY MARINA to charge my credit card for any damages to the VESSEL and/or missing or damaged equipment. Boat rental rate plus hourly engine charge includes fuel but not sales tax. VESSEL must only be refueled at WEST BAY MARINA by a WEST BAY MARINA employee.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees that the \$250 reservation deposit (if applicable) has been applied to the required \$250 damage deposit that will be retained by WEST BAY MARINA as partial compensation for failing to return VESSEL in as good as condition as when received; for reimbursement of damaged, broken or missing equipment; and/or to be applied to the rental charges upon return of the VESSEL.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees not to use, nor permit the use:

- A. Of the VESSEL for any unlawful purpose;
- B. Of the VESSEL in a careless or negligent manner;
- C. Of the VESSEL while under the influence of alcohol, narcotics, or any other drugs;
- D. Of the VESSEL for any commercial or business-related purpose; and/or
- E. Of the VESSEL by the driving of the VESSEL by any person under the age of 25 AND/OR not listed as a renter or operator on this Rental Agreement. Or, by an operator that has not successfully passed a boaters education course (if you were born on or after 1-1-1993) Or have purchased a one-time 15 day deferral from the TPWD.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees not to dock the VESSEL at any other marina, facility, dock, restaurant, or other place other than the slip at West Bay Marina OR the courtesy slips for the restaurant located at Lakeview Marina. Additionally, RENTER/OPERATOR agrees not to beach the vessel unless it is an emergency. This prohibition is based on our opinion that it is difficult to safely and securely dock this VESSEL at other docking locations without significant risk of damage to the VESSEL and/or possible injury to person(s) due to dock design and damage to the motor and/or prop and/or hull due to beaching.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees to personally monitor the weather forecast and if it appears a storm may be approaching RENTER/OPERATOR will return the VESSEL to West Bay Marina as long as it is safe to do so. Rental rate will be pro-rated in that event. Should storm catch RENTER/OPERATOR too far away from West Bay Marina to make it safely back to West Bay Marina, RENTER/OPERATOR should seek shelter in a protected

cove or other marina on the Lake until the storm passes. RENTER/OPERATOR will not be held responsible for reasonable overtime fees should VESSEL be returned late as a result of taking shelter from a storm.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

The rules and regulations contained herein, as posted in the WEST BAY MARINA office, on the VESSEL, and/or on marina grounds are for the safety and welfare of all who use this VESSEL and/or West Bay Marina facilities. The RENTER/OPERATOR certifies that he/she has read and understands said rules and regulations and further assumes the responsibility and liability that his/her family and/or guest(s) will obey said rules and regulations.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR represents he understands and will abide by Texas state law which requires all persons under the age of 13 to wear a life vest while the VESSEL is underway. Additionally, WEST BAY MARINA suggests that all persons, regardless of age, wear a life vest while VESSEL is underway. Additionally, WEST BAY MARINA suggests that children under the age of 13 wear a life vest at all times while on the docks, on the VESSEL or while swimming. RENTER/OPERATOR acknowledges and agrees that the VESSEL motor must be turned off before anyone gets into the water, is in the water, and/or attempts to get out of the water and back onto the VESSEL. RENTER/OPERATOR also understands that Texas law now requires the users of boats equipped with a kill switch to wear the lanyard at all times the boat is in operation.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees to return the VESSEL in a clean and orderly condition. If VESSEL is returned muddy, dirty and/or containing trash a \$50 cleaning fee will be charged.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR agrees not to smoke on the VESSEL or allow any other person to smoke on the VESSEL. If WEST BAY MARINA finds evidence that smoking has occurred, a \$100 additional fee will be assessed.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

RENTER/OPERATOR expressly agrees to indemnify and hold harmless WEST BAY MARINA, its agents, affiliates, and personnel, from and against any and all loss, cost, damages, attorney’s fees and/or liability in connection with enforcing this RENTAL AGREEMENT by WEST BAY MARINA, including expenses incurred in connection with attempting to collect delinquent rent and in the event of a lawsuit by WEST BAY MARINA to recover possession of VESSEL and/or to enforce any terms, conditions and/or provisions herein. It is understood and agreed that venue for any action arising out of this RENTAL AGREEMENT shall be a Texas state court of competent jurisdiction in Tarrant County Texas applying Texas law notwithstanding Conflicts of Law Principles.

RENTER/OPERATOR #1 Initials _____ RENTER/OPERATOR #2 Initials _____

WEST BAY MARINA & R.V. PARK, LLC BY: _____ DATE _____

OPERATOR 1: I HAVE RECEIVED A COPY OF, READ AND I AGREE WITH THE RENTAL AGREEMENT:

PRINTED NAME _____ SIGNATURE _____ DATE _____

OPERATOR 2: I HAVE RECEIVED A COPY OF, READ AND I AGREE WITH THE RENTAL AGREEMENT:

PRINTED NAME _____ SIGNATURE _____ DATE _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT **BY RENTER/OPERATORS AND PASSENGERS**

- I. **DISCLAIMER** – THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT (“WAIVER AND RELEASE AGREEMENT”) IS APPLICABLE TO ANY AND ALL RENTER/OPERATORS AND/OR PASSENGERS OF ANY VESSEL AND EQUIPMENT PROVIDED BY WEST BAY MARINA & R.V. PARK, LLC (“WEST BAY MARINA”) (FOR THIS AGREEMENT THE “MARINA GROUP” INCLUDES WEST BAY MARINA AND ALL OF ITS OWNERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, AND ANY SUBSIDIARIES). THE UNDERSIGNED AGREES THAT HE/SHE IS SIGNING THIS WAIVER AND RELEASE AGREEMENT ON BEHALF OF HIMSELF/HERSELF AND AS A PARENTAL RELEASE OF LIABILITY FOR ANY CLAIMS UNDERSIGNED MAY HAVE RELATED TO INJURY/DEATH TO UNDERSIGNED’S CHILDREN. RENTER/OPERATOR FURTHER AGREES THAT IN THE EVENT THAT HE/SHE FAILS TO NOTIFY WEST BAY MARINA IN WRITING OF ALL POTENTIAL OPERATORS AND/OR PASSENGERS OF VESSEL OR ITS EQUIPMENT THAT HE/SHE ASSUMES AND WILL BE WILL PERSONALLY BE LIABLE FOR, AND WILL INDEMNIFY MARINA GROUP FROM ANY LIABILITY ARISING FROM ANY INJURY, DEATH AND/OR DAMAGES SUFFERED BY UNDISCLOSED INDIVIDUALS.
- II. **ACKNOWLEDGEMENT OF RISKS** – THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT SOME BUT NOT ALL RISK ASSOCIATED WITH WATERSPORT TYPE ACTIVITIES INCLUDE: (A.) POSSIBLE COLLISION WITH OTHER BOATS, MANMADE OR NATURAL OBJECTS, OR WAKE CAUSED BY ANOTHER BOAT, (B.) COLLISION, CAPSIZING, SINKING OR OTHER HAZARD THAT RESULTS IN WETNESS, INJURY, EXPOSURE, HYPOTHERMIA, DROWNING AND/OR DEATH, (C.) EQUIPMENT FAILURE OR OPERATOR ERROR, (D.) IMPAIRMENT OF SENSE OF BALANCE, PHYSICAL COORDINATION, ABILITY TO OPERATE VESSEL, SWIM AND/OR FOLLOW DIRECTIONS, (E.) WIND, INCLEMENT WEATHER, LIGHTNING, EXTREME VARIANCES OF TEMPERATURE AND/OR WIND, AND/OR (F.) HEAT OR SUN RELATED INJURIES OR ILLNESSES, INCLUDING SUNBURN, SUNSTROKE, OR DEHYDRATION, AND (F.) THE FORGOING IS NOT A COMPLETE LIST OF RISKS AND THAT UNKNOWN AND/OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, DAMAGES OR DEATH.
- III. **EXPRESS ASSUMPTION OF RISK** – THE UNDERSIGNED HERBY AGREES THAT HE/SHE IS IN AND AROUND THE VESSEL AND OTHER EQUIPMENT PROVIDED BY WEST BAY MARINA AT HIS/HER OWN RISK. THE UNDERSIGNED AGREES THAT HE/SHE IS VOLUNTARILY PARTICIPATING IN ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION AND USE OF LEASED VESSEL AND ITS EQUIPMENT. THE UNDERSIGNED ASSUMES FULL RESPONSIBILITY FOR THE RISKS OF PERSONAL INJURY, ACCIDENTS, ILLNESS, DROWNING AND/OR OTHER CAUSE OF INJURY AND/OR DEATH; AND ANY AND ALL RESULTING EXPENSES FROM ANY OF THE FOREGOING RISKS AND ASSUMES ALL RISK OF INJURY, ILLNESS, DAMAGE, LOSS AND/OR DEATH THAT MIGHT RESULT FROM BEING IN OR AROUND THE VESSEL AND ITS EQUIPMENT REGARDLESS OF CAUSE, EVEN IF CAUSED BY THE SOLE NEGLIGENCE, ACTS AND/OR OMISSIONS OF THE MARINA GROUP.
- IV. **VENUE-** THE UNDERSIGNED HERBY AGREES THAT VENUE FOR ANY ACTION ARISING OUT OF TO THE RENTAL, OPERATION AND USE OF VESSEL AND ITS EQUIPMENT SHALL BE A TEXAS STATE COURT OF COMPETENT JURISDICTION IN TARRANT COUNTY TEXAS APPLYING TEXAS LAW NOTWITHSTANDING CONFLICTS OF LAW PRINCIPLES.
- V. **WAIVER/RELEASE OF LIABILITY** – BY SIGNING THIS WAIVER AND RELEASE AGREEMENT, THE UNDERSIGNED VOLUNTARILY RELEASES, FOREVER DISCHARGES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE MARINA GROUP FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY, DAMAGE, AND/OR DEATH ARISING FROM ANY CAUSE SUSTAINED BY THE UNDERSIGNED OR ANY

MINOR CHILDREN AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION AND/OR USE OF THE VESSEL OR EQUIPMENT PROVIDED BY THE MARINA GROUP. THE UNDERSIGNED ASSUMES FULL RESPONSIBILITY FOR ANY SUCH INJURIES OR DAMAGES, WHICH MAY OCCUR, AND FURTHER AGREES THAT THE MARINA GROUP SHALL NOT BE LIABLE FOR ANY LOSS OR THEFT OF PERSONAL PROPERTY. THE UNDERSIGNED EXPRESSLY AND SPECIFICALLY AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE MARINA GROUP FROM OR FOR ALL INJURIES, DAMAGES, DEATH, LOSS, OR THEFT EVEN IF SUCH INJURIES, DAMAGES, DEATH, LOSS, OR THEFT IS CAUSED BY THE SOLE AND/OR PARTIAL NEGLIGENCE, ACTS AND/OR OMISSIONS OF THE MARINA GROUP.

VI. LIABILITY TO OTHER PERSONS – THE UNDERSIGNED HEREBY AGREES THAT HE/SHE WILL INDEMNIFY AND HOLD HARMLESS THE MARINA GROUP FOR ALL PERSONAL INJURIES, DEATH, PROPERTY DAMAGES, AND/OR ANY OTHER DAMAGES TO ANY AND ALL OTHER PERSONS, INCLUDING BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF VESSEL AND/OR OTHER BOATS AND MINOR CHILDREN UNDER THE UNDERSIGNED’S CARE, CUSTODY, AND CONTROL AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF EQUIPMENT PROVIDED BY THE MARINA GROUP EVEN IF SUCH INJURIES, DAMAGES, DEATH, LOSS, OR THEFT IS CAUSED BY THE SOLE AND/OR PARTIAL NEGLIGENCE, ACTS AND/OR OMISSIONS OF THE MARINA GROUP.

VII. ACKNOWLEDGEMENT OF WAIVER AND RELEASE – THE UNDERSIGNED STATES THAT HE/SHE HAS HAD SUFFICIENT TIME TO READ/REVIEW THIS WAIVER AND RELEASE AGREEMENT AND TO ASK ANY QUESTIONS ASSOCIATED WITH THIS WAIVER AND RELEASE AGREEMENT. THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS CAREFULLY READ THE FOREGOING WAIVER AND WAIVER AND RELEASE AGREEMENT, KNOWS THE CONTENTS THEREOF, AND HAS SIGNED THIS WAIVER AND RELEASE AGREEMENT AS HIS/HER OWN FREE ACT. THE UNDERSIGNED WARRANTS THAT HE/SHE IS AWARE THAT HE/SHE MAY RENT, OPERATE, OR USE BOATS AND OTHER EQUIPMENT FROM ANOTHER RENTAL FACILITY, BUT HAS CHOSEN TO RENT, OPERATE, AND USE EQUIPMENT PROVIDED BY THE WEST BAY MARINA WITH KNOWLEDGE OF THE FACT THAT SIGNING THIS WAIVER AND RELEASE AGREEMENT IS A REQUIREMENT FOR THE RENTAL, OPERATION AND USE OF THE VESSEL AND ITS EQUIPMENT. THE UNDERSIGNED FURTHER WARRANTS THAT HE/SHE IS WAIVING ANY RIGHT HE/SHE MAY HAVE TO BRING A LEGAL ACTION TO ASSERT A CLAIM AGAINST THE MARINA GROUP.

THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN RENTER/OPERATOR(S) AND/OR PASSENGER(S) AND WEST BAY MARINA AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THE RENTAL AGREEMENT AND/OR WAIVER AND RELEASE AGREEMENT.

I HEREBY REPRESENT AND CERTIFY THAT I HAVE READ ALL PAGES OF THE WAIVER AND RELEASE AGREEMENT AND I FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON ALL PAGES AND I AGREE WITH ALL THE TERMS AND CONDITIONS.

RENTER/OPERATOR #1:

PRINTED NAME _____ **SIGNATURE** _____ **DATE** _____

RENTER/OPERATOR #2:

PRINTED NAME _____ **SIGNATURE** _____ **DATE** _____

“PASSENGER” PRINTED NAME _____ SIGNATURE _____ DATE _____

“PASSENGER” PRINTED NAME _____ SIGNATURE _____ DATE _____

“PASSENGER” PRINTED NAME _____ SIGNATURE _____ DATE _____

“PASSENGER” PRINTED NAME _____ SIGNATURE _____ DATE _____

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