

## **OTTEY CHARTERS LLC BOAT RENTAL AGREEMENT**

This Boat Rental Agreement (“Agreement”) is made and entered into on \_\_\_\_\_, by and between Ottey Charters LLC (“Company”) and \_\_\_\_\_ (“Renter”).

### **Rental Term**

The rental period shall commence on \_\_\_\_\_ (start date) at \_\_\_\_\_ (start time) and end on \_\_\_\_\_ (end date) at \_\_\_\_\_ (end time) (“Rental Period”).

### **Boat Description**

The Company agrees to rent to the Renter the boat described as:

\_\_\_\_\_ Option 1: 2022 Regency 250 DL3 Pontoon  
\_\_\_\_\_ Option 2: 2023 Yamaha FX SVHO

(mark the correct box for the boat the renter selects)

referred through this agreement as (“Boat”).

### **Rental Fees and Payment**

The Renter agrees to pay the Company the following fees for the rental of the Boat:

- Rental Fee: \$\_\_\_\_\_ (per hour/day/other time-period)
- Security Deposit: \$\_\_\_\_\_ (refundable, subject to terms of this Agreement)
- Fuel Charge: \$\_\_\_\_\_ per unit, if applicable
- Cleaning Fee: \$\_\_\_\_\_ , if applicable

- Late Return Fee: \$\_\_\_\_\_ per hour/other time-period beyond the agreed Rental Period

All fees are due at the time of booking unless otherwise agreed in writing. The security deposit shall be refunded within \_\_\_\_\_ days after the end of the Rental Period, provided no damage has been incurred and all terms of this Agreement have been met.

### **Proof of License to Operate Boat**

If Renter desires to operate the Boat without Company's captain, the Renter is required to show proof of a valid boating license or certification to operate the Boat. The Renter must present this proof to the Company before the commencement of the Rental Period. Failure to provide a valid boating license or certification will result in the cancellation of the rental and forfeiture of any deposits or fees paid.

### **Use of Boat**

The Renter agrees to use the Boat in a safe and responsible manner and in compliance with all applicable federal, state, and local laws and regulations. The Boat shall not be used for any illegal purpose or in any manner that is inconsistent with the instructions provided by the Company.

### **Condition of Boat**

The Company shall provide the Boat to the Renter in good working condition. The Renter agrees to return the Boat in the same condition as received, normal wear and tear excepted, at the sole discretion of the Company. The Renter shall be responsible for any damage to the Boat that occurs during the Rental Period.

### **Insurance**

The Renter acknowledges that the Company's insurance does not cover the Renter's personal property or liability. The Renter is advised to obtain their own insurance coverage for any personal property and liability arising from the use of the Boat.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

### **Entire Agreement**

This Agreement constitutes the entire Rental Agreement between the parties and supersedes any prior written or oral agreements related to the subject matter herein. No amendments or modifications to this Agreement shall be valid unless in writing and signed by both parties.

### **Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be binding and effective.

**BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT THEY ARE GIVING UP LEGAL RIGHTS BY SIGNING IT.**

**Customer's Signature:** \_\_\_\_\_

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

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

**C o m p a n y            R e p r e s e n t a t i v e            S i g n a t u r e :**

\_\_\_\_\_

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

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