

Chant Tech LLC  
1175 Whitehawk Trail, Lawrenceville, GA 30043

### Boat Rental Agreement

#### Renter Information:

Name: \_\_\_\_\_ City: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip: \_\_\_\_\_  
State: \_\_\_\_\_  
Age: \_\_\_\_\_ Email: \_\_\_\_\_  
Home Ph: \_\_\_\_\_ Mobile Ph: \_\_\_\_\_  
Driver License Number: \_\_\_\_\_

This is an agreement between \_\_\_\_\_ hereinafter referred to as LESSEE and Chant Tech LLC, doing business as Piz Boats, hereinafter referred to as LESSOR.

The LESSEE agrees to rent the following vessel, on the indicated date, and within the time period specified.

Vessel Name:	<u>Ana</u>	Rental Date:	_____
Vessel Type	<u>Pantoon</u>	Start Time:	_____
Max Passengers:	<u>15</u>	End Time:	_____
Vessel Model:	<u>2019 Bentley 240 Cruise</u>		
Vessel HIN:	<u>BAG01883L819</u>		

LESSEE agrees to the specified vessel rental price of \$ \_\_\_\_\_ at the agreed time and date.

The deposit for the vessel (\$500) will be taken at the start of the rental, and charged against the LESSEE's credit card. A valid credit card must be presented at the time of the rental. The vessel rental price does NOT include fuel charge. At the beginning of the rental, the vessel will be provided to the LESSEE with a full fuel tank. Likewise, the vessel should be returned with a full fuel tank. The LESSEE at his/her discretion may choose to refuel the vessel prior to the end of the rental. However, if the LESSEE does not refuel the vessel, the LESSOR will do so, and deduct the fuel charge from the deposit. The deposit will be refunded to the LESSEE less any refueling charge, and following a final inspection of the vessel.

Chant Tech LLC shall be authorized to charge LESSEE'S credit card for the full amount of the deposit, along with any other costs incurred by LESSEE in accordance with the terms hereof. Any unused portion of the 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. If damage is caused or permitted by LESSEE during the rental

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period, LEESEE authorizes Chant Tech LLC to deduct any such amount from the deposit. If damage exceeds the deposit amount, LEESEE acknowledges that he/she is responsible for the entire amount of any such damages.

LEESEE understands that the vessel must be returned promptly at the end of the rental period, and must be returned to the original location it was picked up from. The LEESEE will be charged \$25 for each 15 minutes the vessel is returned past the end of the rental return time. The \$25 quarter hour late fee only covers the first 2 hours. After this time (greater than 2 hours), the late fee is \$400. Any late fees will be deducted from the deposit.

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. That he/she will operate the craft in safe manner and he/she has completed and passed the online Boating Safety course. The Boating Safety course & test must be completed prior to the start of the rental period. The results of the test are valid for 180 days.

LEESEE will inspect the vessel prior to the beginning of the rental period. Any observed damage or problems must be listed on the "Vessel Check-Out Sheet". LESSEE acknowledges that he/she is experienced and capable in all aspects of the handling and operation of the vessel. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement.

LEESEE acknowledges and understands that equipment is to be returned in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, LEESEE acknowledges and understands that Chant Tech LLC may charge LEESEE for any repairs, cleaning or replacement of missing property. LEESEE acknowledges, understands, and agrees that by signing this Boat Rental Agreement, he/she is authorizing Chant Tech LLC to offset any cleaning, damage or missing property claims against the security deposit or charge the LEESEE's for any repairs, damage, cleaning or for the replacement of missing equipment.

The LEESEE, understands that if the vessel is not returned in clean condition, with all trash removed, the LEESEE will be charged a \$40 cleaning fee.

It is expressly agreed that Chant Tech LLC shall not be liable for the loss or damage to any property left or stored by LEESEE on the vessel after return thereof Chant Tech LLC. LEESEE agrees to hold Chant Tech LLC harmless from, and against any such claims.

LEESEE acknowledges that he/she is at least 25 years of age, and has completed the state mandated Boater Safety Course. Operation of the vessel is not limited to the LEESEE, however each operator must be specifically listed in this agreement, and each person must also have completed the mandated Boater Safety Course. No person under the age of 16 is permitted to operate the vessel. All operators must have a VALID state issued drivers license.

LEESEE acknowledges and understands that the capacity of the vessel MUST not be exceeded. USCG approved life jackets are provided for all persons on the vessel. LEESEE acknowledges

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and understands that state law requires all persons under the age of 13 MUST wear a life jacket at all times. Furthermore, LESSEE understands that any person not able to swim (no matter the age), SHOULD wear a life jacket at all times. LESSEE acknowledges and understands that the LESSOR does NOT provide life jackets for infants.

LESSEE agrees not to use, nor permit the use of the rental craft: a. for Any unlawful purpose; b. in a careless or negligent manner; c. under the influence of liquor or narcotics, or any other drugs; d. by any person who is not the signatory of the agreement, or has not completed the required state mandated Boating Safety Course.

Reservations cancelled more than 48 hours prior to the beginning of the rental will receive a full refund. The fee for cancellation 24 to 48 hours in advance will be \$100. Cancelling 4 to 24 hours in advance will be charged \$150. Cancelling less than 4 hours prior to the rental is not permitted.

LESSEE acknowledges and understands that he/she must arrive at least 15 minutes prior to the start of the rental period. Should the LESSEE fail to show up within one hour of the start of the rental period, the entire rental fee will be forfeited.

Cancelling a reservation due to the potential of inclement weather is generally not permitted. LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. If a rental is canceled due to inclement weather by the LESSOR prior to the end of the lease period, rental fees will be prorated based on time used. If the LESSOR cancels the reservation due to weather, prior to the start of the rental period, LESSEE will receive a full refund.

LESSOR shall have the right to cancel the reservation due to inclement weather, mechanical breakdown or any other unforeseen circumstance.

LESSOR is NOT responsible for the availability of parking in or around the pickup point. It is the LESSEE's responsibility to arrive ahead of time to secure parking.

LESSEE may not return the vessel to the drop off point more than 15 mins ahead of the scheduled return time, unless the LESSOR has been contacted in advance.

LESSEE agrees to report any accident, malfunction or breakdown of rental craft to LESSOR immediately.

LESSEE acknowledges that it is his/her responsibility for the safe and proper operation of the craft; 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 craft. 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. Furthermore, the LESSEE shall hold the LESSOR harmless in the event of the loss or damage to any LESSEE'S

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personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever. Damage to third party equipment, vessels or passengers of said vessels is solely the responsibility of the LESSEE.

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.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of the craft will be entirely 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. LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee. LESSEE will be provided extra time to offset any delays caused by Chant Tech LLC.

The LESSEE certifies that he/she has read and understands said rules, policies and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules. 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, the remainder shall not be affected and will remain in full force and effect.

The terms and conditions of this contract 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 and that I (we) acknowledge receipt of a copy of this agreement.

LESSEE: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Vessel Operators, all of which must have completed the Boating Safety Course

Vessel Operator: \_\_\_\_\_

Vessel Operator: \_\_\_\_\_

Vessel Operator: \_\_\_\_\_

Vessel Operator: \_\_\_\_\_

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