# Flowing Wells Resort Watercraft Rental Agreement

This Boat Rental Agreement ("Agreement") is made as or the day of , 202 between Flowing Wells Resort, LLC, a Texas limited liability company (hereafter, "FWR") and:

Name ("Renter"):	Address:	
Contact Phone: ( )	City, State, Zip:	
Email Address:	Driver's License #:	Cabin (if applicable):
Motorized watercraft being rented (N Crest Caribbean Pontoon (Max Crest Caribbean Pontoon (Max	15/2,115 lbs) TX3468CL Aqua Patio Po	ontoon (Max 15/2,098 lbs) TX5697DN
<u>Rental Term:</u>	(Start Date):	(End Date):
Starting Time on Start Date:	Return Time on End Da	te:
Rental Rate:	=Total:	
period. Cost of fuel is /gal Cancellations must be made (8) days	enter(s) acknowledges and agrees that they are lon. in advance to avoid losing deposit. Cancellatio ellations made within 48 or less of the rental d	
PAYMENT METHOD	CREDIT CARD NUMBER	

EXP DATE	SEC CODE	NAME ON CARD	
BILLING ADDRESS_(if different	from above)		
CITY		STATE	ZIP

# WATERCRAFT OPERATION

Renter agrees and acknowledges that the watercraft will be operated by Renter, as named above. Renter warrants that he/she is a qualified operator of said equipment and that Renter will not allow other Users, except other qualified operators within Renter's party, to operate said equipment. Renter agrees that Renter is solely responsible for the proper use and operation of the equipment by the Renter and the Users. Further, Renter agrees that:

- Users and Renter will abide by all Texas boating laws while using a. the equipment.
- b. Children under 13 years of age must wear a U.S. Coast Guard approved wearable PFD while underway. Underway means not at anchor, made fast to the shore, or aground.
- Users and Renter will not operate the equipment while under the c. influence of alcohol or drugs (including prescription and nonprescription medications that impact the operator's judgment).
- Users and Renter will not; (i) swim, jump or dive off the watercraft d. (swimming from a pontoon equipped with a swim ladder is

permitted, while not in motion); (ii) tie with other watercraft; (iii) sit in the middle of channel; (iv) carry passengers or property for hire; (v) tow or propel another boat; (vi) race the watercraft; (vii) use the watercraft in a negligent manner or for any illegal purpose; (xiii) use the equipment outside of Flowing Wells Resort designated area outlined on provided map (unless approved by FWR in advance and in writing); (ix) operate the watercraft after sunset; and (x) swim while the engine is running.

- Users and Renter will not beach or otherwise improperly dock the watercraft. Only those locations identified on the attached Flowing Wells map are permitted for docking. Use of all other locations and docks are strictly prohibited.
- Users and Renter will not exceed the U.S. Coast Guard Maximum f. Capacities Rating for persons and weights posted on the inside of the watercraft or on this agreement.
- g. Renter must be over the age of 25 and be the sole watercraft operator. Renters born on or after September 1, 1993 must provide evidence of having passed a boater education class or equivalency examination prescribed by the Texas Parks and Wildlife Department.

 Renter and Users agree that the playing loud music is prohibited on the watercraft.

#### (Initials of Renter)

Renter agrees to return all equipment to FWR promptly on or before the End Date and time listed above and acknowledges that failure to return said equipment on time will result in additional rental charges. Renter acknowledges and understands that the equipment is to be returned in a clean, undamaged condition, in the same condition as existing at the Start Date of the rental period. If said equipment is not returned in a suitable condition, Renter acknowledges and understands that FWR has the right to charge Renter for any repairs, replacement or cleaning of the same. Further, Renter acknowledges and understands that FWR has the right to charge Renter for any damages, repairs, replacement or cleaning of any damaged or lost real or personal property.

Renter acknowledges and agrees that FWR may deduct such charges from Renter's Security Deposit and, if such charges exceed the amount of said Security Deposit, Renter agrees to pay the same to FWR within seven (7) days written notice of the additional amount due.

Renter has been advised and hereby acknowledges the following estimated charges for lost or damaged equipment (amount charged will be actual cost): <u>Oars: \$25</u> <u>PFD: \$25</u> <u>Key: \$50</u> <u>Propeller: \$200-\$500</u> <u>Lower Unit \$3,000-\$5,000</u>. All other items not specifically listed above will be based on reasonable estimates to clean, repair or replace. <u>Renter acknowledges that certain damages including, but not limited</u> to, motors, may exceed \$25,000.00

(Initials of Renter)

### ADDITIONAL BOAT RENTAL TERMS AND CONDITIONS

1. **Watercraft Reservation.** In order to reserve the use of a FWR watercraft, the Renter must be 25 years of age or older and must provide FWR with a rental deposit of \$100. At the time we receive your rental down payment, your reservation is confirmed. When watercraft is checked out, the Renter must provide FWR with a valid driver's license in Renter's name. Renter agrees that, from the time the reservation is made, Renter is fully responsible for the entire Rental Rate as set forth above and further agrees that refunds will only be issued according to the following schedule.

2. **Cancellation Policy.** Cancellations must be made at (8) days in advance to avoid losing your reservation deposit. Cancellations or changes less than (7) days before reservation start date will be assessed a \$50 rebooking/cancellation fee in addition to forfeiting the deposit. Cancellations made within 48 hours or less of the rental date will be charged the full rental rate. No-shows, late arrivals, or early departures are not eligible for refund. Cancellations due to inclement weather are offered at the sole discretion of the General Manager. FWR reserves the

right to cancel this agreement due to inclement or impending weather, act of God, and/or for other reasons outside of FWR's control.

3. **Rainchecks.** Rainchecks are offered at the sole discretion of the General Manager. Rainchecks are offered when weather conditions are dangerous (i.e. high winds, lightning, tornado warnings). FWR will not offer a raincheck if conditions are merely not-ideal, such as it being overcast or light misting. Rainchecks are never offered in advance.

4. Late Fees. All watercraft 15 minutes or later for drop off will be charged a minimum of \$50 and an additional \$100 per hour thereafter.

5. **Fuel.** Fuel is not included in the rental rate. At the Start Date of the rental period, the watercraft will be provided to Renter with a full tank of gasoline. Renter(s) acknowledges and agrees that they are responsible for all fuel used during the rental period. If customer runs out of fuel during the rental, customer is responsible for any fees occurred for the boat recovery.

6. **Watercraft Emergency**. Should the watercraft have a mechanical problem, FWR has 24 hours to provide a replacement. If FWR is unable to provide a replacement, then a refund will be provided for the remaining rental period that the renter is without the watercraft.

7. **Perimeters.** Customer is responsible for any charges that may occur for exceeding the Designated Area outlined on the Boat Rental map, which is provided in the boat and attached to the email confirmation.

8. **Loss of Renter's Property.** Renter expressly agrees that FWR is not liable for loss of or damage to any personal property of Renter's that is used, kept, left or stored on the equipment by Renter or User. Renter hereby holds FWR harmless from and against any such claims.

9. Assumption of Risk; Release of Liability. Renter agrees and understands that boating, skiing, riding water toys or watercraft are hazardous and inherently dangerous activities. Renter further understands that the use of such watercraft involves a risk in injury to any and all parts of the user's body and possible death. Renter hereby agrees to freely and expressly assume and accept all risks associated with the use of the equipment rented hereunder.

Renter hereby releases FWR, LLC, their respective owners, members, employees, representatives, affiliates, affiliated entities, managers, successors and assigns ("Releasees") from any and all liability for damage and injury or death to Renter or any other person or property resulting from the selection, maintenance or use of the equipment rented hereunder, and for any claim based upon negligence, breach of warranty, contract, claim or other legal theory, accepting his or herself, the Renter, full responsibility for any and all such damages or injury which may result from such use.

(Initials of Renter)

## The Parties hereby acknowledge having read and understood the terms and conditions set forth in this Watercraft Rental Agreement.

#### FLOWING WELLS RESORT, LLC, a Texas limited liability company

Signature of Renter

By:

Agent of Flowing Wells Resort, LLC

**Printed Name** 

**Printed Name** 

Office Use Only

Boat	Copy of DL	Term	Fee	Discount	Subtotal	Tax 6.25%	Deposit	Balance Due