

Rental Agreement

Rental Date _____ Contract No. _____ O/N _____ Full _____ 1/2

Boat _____ AKBR # _____ Max. # People _____ Pickup Time _____

Return Date: _____ Return Time: _____ # Days _____ Total Rental Fees _____

Renter Name: _____ Address: _____

City: _____ State: _____ Country _____ Zip or Postal Code: _____

Phone or Cell Phone: _____ E-Mail _____

Drivers License #: _____ State: _____ DOB: _____

Credit Card Number: _____ - _____ - _____

Exact Name on Credit Card: _____ Exp.Date _____ CVV2 _____

Billing Address if different _____

Renter TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL WHERE INDICATED BEFORE SIGNING THIS DOCUMENT

In consideration of the rental fees shown above, Alaska Boat Rentals and Fishing Academy, LLC, a Alaska Limited Liability Corporation (herein after referred to as Company) agrees to rent to the undersigned (herein after referred to as Renter) the boat and equipment described herein. A supplemental list of equipment (the "Equipment") is attached to, and made part of this Agreement. By signing this Rental Agreement along with its associated Waiver of Liability, Hold Harmless, and Indemnification Provisions (this "Agreement"), Renter acknowledges and agrees with, and represents to Company as follows:

Renter is familiar with the safe operation of the boat, or other type of watercraft being provided for Renter's use by Company pursuant to this Agreement (as applicable, the "Watercraft"), and Renter certifies that anyone that operates the Watercraft in accordance with the Agreement is experienced and capable in all aspects of the handling and operation of the Watercraft. Renter further represents that he/she is familiar with and will comply with all rules and practices customarily applicable to, and/or prescribed by the Company, the State of Alaska, and the U.S. Coast Guard for the safe operation of the Watercraft. Renter agrees to comply with all federal, state and municipal laws and regulations applicable to the use of the Watercraft including but not limited to the use of Alcohol or drugs while operating the Watercraft. Renter represents to Company that he/she is not aware of any physical or medical condition which might endanger Renter or anyone else while using the Watercraft.

Renter acknowledges and agrees that a copy of the Alaska Boating Handbook (or other applicable state or federal boating safety guide) has been made available to Renter and that Renter has had the opportunity to read and ask the Company questions about the information contained in the guide. Renter agrees to share this information with all persons who ride in or operate the Watercraft.

Renter agrees to disclose all passengers to company. Renter understands that the only person(s) authorized to participate in the use of the Watercraft is/are person(s) who has/have signed the Supplemental Waiver and Release Of Liability Agreement which is associated with this agreement. Renter further understands that the only person(s) authorized to operate the Watercraft is/are over eighteen years of age and is/are competent to operate the Watercraft. Renter agrees that he/she is responsible for ensuring that anyone who operates the Watercraft will do so in a careful and prudent manner in accordance with the terms of this Agreement.

Renter agrees to return the Watercraft on the Return Date and no later than the Return Time shown above. In the event the boat is not returned at time and date specified herein, **Renter agrees to pay a late return fee of \$50 for every 30 minutes late. Initial: _____**

Renter agrees that if the Watercraft is returned early, no refund of rental fees will be made unless 1) the return was due to a malfunction of the Watercraft which made it unusable and the malfunction was not caused in any way by Renter, and the Company was unable to replace it with a useable Watercraft or 2) the Company is able to immediately rent said Watercraft for the time remaining in the Agreement. Renter agrees to report any accident, malfunction or breakdown of rental Watercraft to Company immediately.

Renter certifies that he/she has examined the Watercraft and Equipment and finds it acceptable and suitable for the purpose for which it is rented and that all fuel tanks (if any) included in the rental are full.

Renter agrees that Watercraft will not be occupied at any one time by a greater number of persons than is shown at the top of this rental agreement.

Renter agrees to familiarize everyone who participates in the use of the Watercraft with a chart of the area of use and to remain informed about weather conditions in that area.

Renter agrees to operate the Watercraft only in the area covered by this agreement which is/are as follows:

_____ FRESHWATER RIVERS AND LAKES AS PERMITTED IN THE KENAI PENNINSULA. Initial: _____

_____ SALTWATER AREAS AROUND THE KENAI PENNINSULA WITHIN 25 NAUTICAL MILES OF COASTLINE Initial: _____

Renter understands that unless both of the above paragraphs above are intact and initialed by a member of Company staff, Renter may not operate the Watercraft in any salt water area.

Watercraft must be returned with all fuel tanks FULL. **In the event the tanks are not full when the Watercraft is turned in, Renter will be charged the actual cost to fill said tanks plus a \$20 refueling fee.**

Watercraft must be returned cleaned and in a similar condition as when first rented. **In the event the Watercraft requires cleaning, Renter will be charged a \$20 cleaning fee.**

A security and damage deposit of \$_____ was charged to Renter's credit card at the time of rental. Company agrees to refund this amount to Renter's credit card upon return, less any charges for late return, Equipment loss, damage in excess of normal wear and tear, and fuel, or cleaning fees per the agreement. Should charges for late return, Equipment loss, damage, fuel, or cleaning fees exceed the damage deposit, Renter authorizes and will allow Company to charge Renter's credit card for any amount in excess of the damage deposit to pay for damages to or loss of Watercraft and Equipment at replacement costs. The amount available on the balance of the credit card shall in no way be considered a limitation on the amount of damages, reimbursements, or rental charges owed to the Company by the Renter.

Initial: _____

Renter acknowledges his/her responsibility for the safe and proper operation of the Watercraft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY Renter that the Company shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental Watercraft. Renter FUTHER AGREES to indemnify and hold harmless the Company 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 Watercraft. Renter further agrees to hold the Company harmless should loss or damages occur to any Renter's personal property while carried in, or on, the rental Watercraft, including loss or damage by fire, water, theft or any other causes whatsoever. The parties to this agreement have signed a Supplemental Waiver and Release Of Liability Agreement which is made part of this agreement. Initial: _____

Renter expressly agrees to indemnify and hold Company 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 Company, including expenses incurred in connection with attempting to collect delinquent rent or other charges and in the event of suit by Company, 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 Company. Initial: _____

If any provision or part of a provision of this agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain valid and enforceable by any party.

THE TERMS AND CONDITIONS OF THIS CONTRACT AND THE SUPPLEMENTAL WAIVER AND RELEASE OF LIABILITY AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN Renter AND Company AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I HAVE READ ALL PAGES OF THE AGREEMENT, FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES, AND I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Company: Alaska Boat Rentals and Fishing Academy, LLC,

by: _____ DATE: _____

Renter: _____ DATE: _____