

## **Black Howard Yacht Rental Agreement**

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**THE PARTIES TO THIS AGREEMENT ARE:**

**THE OWNERS:**

Full Names: **Tetteh A Nettey and Lester A Cofield**

Physical Address: Washington, DC

**THE RENTER:**

Full Names:

Identity (send copy of ID of all guests)

Physical Address (two members of the responsible party):

The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted.

### **2. THE OBJECT OF THE RENTAL IS:**

2.1 Type of Boat: Motor Yacht Sport Coupe / Express Cruiser

2.2 Make and Color: Regal Sport Coupe. White, Blue, Black

2.3 Model: 5260 Sport Coupe

2.4 Year: 2008

2.5 Registration Number: MD 4788 CF

2.6 Make and Type of Motor: Volvo D6 IPS 600

2.7 Motor Identification Number: Port: 2006020687 Starboard: 2006020686

2.8 Rated Passenger/Weight Carrying Capacity: 6 people Max

2.9 Odometer/Hours Reading at beginning of Rental Period:

2.10 Description of Lifesaving and Safety Equipment: PFD type III (life jacket) (12 count), Fire extinguishers in cockpit, galley / saloon, and fire boys in engine room.

### **3. CONDITION OF BOAT (AND MOTOR)**

3.1 The Owner states that to the best of his knowledge and belief that above-described boat (and motor) and trailer is in sound and safe condition and free of any known defects or faults which would affect its safe and reliable operation under normal use.

3.2 The Owner further states that all required lifesaving and safety equipment are aboard the boat and in good order and condition at the time of delivery to the Renter for this boat rental agreement.

3.3 The Renter admits having inspected the boat and lifesaving and safety equipment on board the boat to his/her satisfaction and agrees that they are in compliance with the regulations pertaining to his intended area of use of the boat.

**4. QUALIFICATIONS:**

4.1 The Renter states that he / she is physically able to enter vessel

**5. RENTAL PERIOD:**

The Owner agrees to rent the above-described boat (and motor) to the Renter for the following period:

5.1 Starting Date: \_\_\_\_\_

Time: \_\_\_\_\_(a.m. / p.m.)

5.2 Ending Date: \_\_\_\_\_

Time: \_\_\_\_\_(a.m. / p.m.)

**6. RENTAL RATE:**

6.1 The Renter hereby agrees to pay the owner at the rate of \_\_\_\_\_ per day or portion thereof

AND / OR at the rate of \_\_\_\_\_ per hour for the use of the above-described boat.

6.2 There shall be no additional Rental Fees for the Lifesaving and Safety Equipment.

**7. EXCLUSIONS:**

7.1 The rented boat shall not be used to carry passengers or property for hire.

7.2 The rented boat shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the boat as stipulated in 2.8 above.

7.3 The rented boat (and motor) shall not be used for any illegal purpose.

7.4 The Renter shall not operate the boat (or motor).

7.5 The Renter shall not remove the motor from the boat for any use whatsoever.

**8. INSURANCE:**

8.1 The Renter hereby agrees that he shall be held FULLY responsible for any and all loss of or damage to the boat or equipment or motor during the term of this Boat Rental Agreement whether caused by fire, vandalism, theft, negligence or any other cause, except that which shall be determined to be caused by a fault or defect of the boat or equipment or motor or captain.

**Please Initial** \_\_\_\_\_.

8.2 The Renter will hereby wholly release Owner from all liability for any loss of property and personal effects, injury, and/or death(s) caused as a result of (i) Renter's negligence or (ii) and other manner of unforeseen occurrences or circumstances beyond and outside of the control or responsibility of the Owner. **Please Initial** \_\_\_\_\_.

#### **9. REFUNDABLE DAMAGE FEE:**

9.1 The Renter further agrees to pay a refundable fee of \$300 (paid initially with total) with the Owner, said fee to be used, in the event of loss of or damage to the boat or equipment or motor during the term of this Boat Rental Agreement, to defray fully or partially the cost of necessary repairs or replacement. **Please Initial** \_\_\_\_\_.

9.2 In the absence of damage or loss, said deposit shall be returned to the renter within 3-6 BUSINESS days after end time in section 5, clause 5.2.  
**Please Initial** for understanding of clause \_\_\_\_\_.

#### **10. RENTAL AGREEMENT:**

10.1 There's a refundable damage fee of \$300 that's already included in each booking, however you will receive that \$300 damage fee back at the conclusion of your booking after visual inspection of vessel per captains. Within 24-48 hours after completing your reservation, you will receive the Black Howard Yacht Rental agreement, which must be properly completed and submitted with copy of ID within 24 hours of its receipt. Additional information may be requested to further confirm your reservation by the Black Howard Captains. By completing your reservation, you agree to all terms and conditions of the Black Howard Yacht.

**Please Initial** for understanding of clause \_\_\_\_\_.

#### **11. REFUND / CANCELLATION:**

11.1

- 15 days or greater from check-in date= full refund (full refund on all money deposited toward rental; initial non-refundable deposit is forfeited if rental agreement is not returned within 24 hours of its receipt).
  - 7-14 days before check-in date= no refund but renter gains booking credit towards future date within 120 days of original check-in date.
  - 6 days or less from check-in date= no refund.
  - Cancellations due to inclement weather\*= Renter will be notified 24-48 hours in advance and can discuss rescheduling on an available date within 120 days of original check-in date or full refund
- \*Inclement weather includes: hurricanes, tornadoes, high winds, and lightning

Weather conditions can vary and arise very quickly on the water. Yacht will stay docked at present location if crew, passengers, and yacht are in danger. We will check current weather conditions but Please account for sudden change in weather, e.g.- yacht leaves marina at 3pm to head to destination, prior to returning a storm develops. Yacht and crew will stay at dock until storm passes to ensure safety of passengers, crew, and vessel.

Patrons will not be permitted to board the vessel under the influence of drugs, alcohol or any other controlled/illegal substances as defined under state and federal law. If the aforementioned occurs, all of that patron's money will be forfeited.

**Please Initial** for understanding of clause 11.1 \_\_\_\_\_.

**12. JURISDICTION:**

12.1 The parties consent to the jurisdiction of the magistrate's

Court of the state of Maryland.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

OWNER: \_\_\_\_\_

RENTER: \_\_\_\_\_