



Cocos Boat Rentals LLC
3054327021
Marathon Florida Keys

RENTAL AGREEMENT

Lessor: Coco’s Boat Rentals LLC
50 Coco Plum Drive - Marathon, FL 33050

Name of the LESSEES: _____

Wife/Husband/other Operator of the vessel: _____

Cell phone 1 _____ Phone 2 _____

Home Address : _____

City: _____ State: _____ Zip: _____

Email: _____

Driver’s Lic. Info: STATE: _____ DL#: _____ DOB: _____

Passport Number: _____ Country: _____

Safety Boating Card Number: _____ State: _____

*Lessees of boat **must be born before January 1988 to rent a boat *** 21/ 34 years must have a Safety Boating Card.**

Boat Rented: _____ #FL _____

Engine HP and brand: _____ 4 stroke.

Rental Start Date: _____ Time: _____

Rental Return Date: _____ **Time Return: 4.30 PM**

Place where boat will be docked (must be a “secure” location):

By signing below, I agree to all terms set forth in this Agreement and Release Form and I authorize COCOS Boat Rentals LLC to charge the Credit Card listed below for all fees including but not limited to any and all COCOS Boat Rentals LLC fees, damages, losses due to damages, water assistance service due to mishandling use of rental craft (blown up engine, etc.), lost items, late fees, and/or fuel cost incurred with the boat rental. _____ (Initial Here)

CREDIT CARD INFORMATION FOR DAMAGE SECURITY OR/AND EXTRA FEES (*See Page 7 of contract)

C.C holder NAME (If is not the same than above): _____

C.C Info(Numbers of C.C): _____

Exp: _____ / _____ Security Code: _____ Zip Code: _____

_____ AND _____

Credit card holder’s signature OR **Lessee of the Rental Craft’s Signature**



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RENTAL CHARGE

Rental Period: _____ (Days)

Boat Rental Fees: \$ _____

Subtotal: \$ _____

7.5% Sales Taxes: \$ _____

Total: \$ _____

Less Deposit Received: \$ _____

Total due: \$ _____

Cash (-2.5%) \$ _____

** It is the **responsibility of the LESSEE/operator** of the rental boat to heed all **weather advisories & small craft warnings** while the rental boat is in his/her possession to keep his/her self & family safe.

NO REFUND will be issued with regard to inclement weather, winds, non-use or Lessee/operator relinquishing boat early before the end of his/her rental agreement period.

COCOS BOAT RENTAL LLC reserves the right to cancel this rental agreement due to impending **“named” TROPICAL STORMS/HURRICANES or FEMA announced evacuations** affecting the immediate Florida Keys area and any weather that COCOS Boat Rentals LLC considers dangerous for boating, or for docking in an unsecure location.

Rental Fees will be prorated based on the FEMA announced evacuation date and/or the number of days the rental boat was in the Lessee’s possession.

I acknowledge that I have read, understand and agree with all any terms and/or conditions set forth in this rental agreement:

Lessee signature: _____ Balance Due:\$ _____

(Optional) Sea Tow Membership\$25.00

Date: _____/_____/_____ Total: \$ _____



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RELEASE FORM

CRAFT RENTAL AGREEMENT:

This Craft rental is made effective this day between **COCOS BOAT RENTAL LLC** (the LESSOR) and _____ (the LESSEE) and states the agreement of the parties as follows:

CRAFT SUBJECT TO RENTAL: The lessor shall rent the lessee the boat described below:

Boat Rented: _____ #FL _____

Engine: _____ Rental days: _____

Rental Start Date: _____ Time: _____

Rental Return Date: _____ Time: **4.30 PM**

Lessee acknowledges his/her responsibility for safe and proper operation of the craft and for the safety and welfare of other craft operators and persons. It is **AGREED** and **UNDERSTOOD** by **LESSEE** that the **LESSOR** shall not be held liable for any damages, inconvenience, or time lost caused by accident, breakdown or malfunction of rental craft.

LESSEE FURTHER AGREES to indemnify and hold harmless **LESSOR** from and against any and all claims for loss of or damages to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. **LESSEE** further agrees to hold the **LESSOR** harmless should loss or damage occur to the **LESSEE'S** personal property while carried in or on the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

LESSEE expressly agrees to indemnify and hold **LESSOR** harmless of, from and against all costs, damages, attorney fees and /or liability in connection with the enforcing of the foregoing rental contract by **LESSOR**, including expenses incurred in collecting or attempting to collect delinquent rent and in the event of suit by **LESSOR** to recover possession hereof. It is understood and agreed that venue of any action hereunder or this contract and any addendum shall be governed by and construed in accordance with the laws of the State of Florida in the Country of the **LESSOR**. The **LESSEE** acknowledges he/she has carefully examined the rental craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition, that he/she shall maintain both craft and equipment may be subject to inspection by the **LESSOR** during the rental period. **LESSOR** reserves the right to refuse service to anyone.

INHERENT DANGER: the **LESSEE** understands and agrees that craft and their operation is an inherently dangerous activity. The **LESSEE** certifies that he/she understands the rules and regulations for the operation of crafts. The **LESSEE** further agrees not to let anyone else operate this craft without likewise instruction on the rules and regulations for safe operation of the craft.

MINIMUM AGE: the **LESSEE** shall provide photo identification (i.e.: Driver's license or Passport) showing that he/she was born before January 1988. **The LESSEE ages 21-34** may not rent a boat unless such person has in his/her possession aboard the vessel a photo identification and a **Boaters Identification Card**.

HEALTH OF LESSER: The **LESSEE** certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of this craft. Furthermore, the **LESSEE** certifies that she/he is not under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period of the craft.

_____ **(Initial Here)**



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CARE AND OPERATION: The **LESSEE** agrees to operate the craft only in a safe and careful manner, and to obey and comply with all regulations for craft operation.

WARRANTY: The **LESSOR** makes no warranties, expressed or implied, as to the craft rented. The **LESSEE** assumes the responsibility for the condition of the craft. In the event of malfunction, breakdown or if any defect is discovered after acceptance of the rental craft the **LESSEE will immediately report same to the LESSOR**. Continued use of it shall be entirely at the **LESSEE'S** risk and the **LESSEE assumes ALL liability of time lost, injury or damages** to all persons or 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** or any other cause beyond the **LESSOR'S** control. **LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on use.** The rules and regulations contained herein are additionally posted in the office, on the craft and/or by the grounds by the **LESSOR** are for the safety and welfare of all who use the facilities. The **LESSEE** certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family or guests will obey all the rules.

LIABILITY AND INDEMNITY: The **LESSEE** hereby agrees to bind him/himself, their heirs, personal representatives and assigns and hereby releases and discharges its owners, employees, agents and assigns from any and all claims, loss, cost, damages, expenses, actions, judgments and attorney fees which the **LESSEE** or **LESSEE'S** heirs, personal representatives or assigns may have or claims for negligence created by owners, employees, agents, and assigns including any claims for negligence created by or arising from the use, operation, handling or transportation of the craft by the **LESSEE** or anyone else during the **LESSEE'S** rental period. Further the **LESSEE** hereby agrees to defend, indemnify and hold harmless **COCOS BOAT RENTALS**, its owners, employees, agents and assigns from all claims, damages, demands, cost, losses, expenses, actions and judgments, which are created by or arise out of the **LESSEE'S** operation of the craft during the rental period. The **LESSEE** agrees to pay **ALL** claims brought by third parties resulting from the operation and/ or use of this craft during the rental period. Should any term or condition of this rental agreement be held void or unenforceable then the term shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

RISK OF LOSS OR DAMAGES: The **LESSEE** assumes all risk of loss or damage to the craft or of other property, whether real or personal, of any type or nature, from cause, negligence, or any other reason, and agrees to return the craft in the condition received from the **LESSOR** with the exception of normal wear and tear. This will include any loss to the **LESSOR** due to consequential damages, including, but not limited to, loss of use, loss of profits, damage to other property caused directly or indirectly from the subject craft, and any other loss. Also, the **LESSOR** has full autonomy for decision of all repairs, parts, services or provider due to any and all damages caused for the **LESSEE**. After significant damage to the craft, the **LESSOR** has the ability to cancel the rental contract, without having to make any refund or prorate for the remaining days in the agreement, if **LESSOR** deems that the boat may suffer major damage if it continues to be used without fixing. This agreement is protected by the FLORIDA STATUTE Section 812.155 c) (3) failure to pay of the cost of repairing or replacing the property or equipment damaged, which provides: That if the value of the personal property or equipment is valued at \$300 or more, then the person commits a felony in the third degree punishable by up to 5 years in Florida State Prison and a \$5000 fine. After the **LESSEE** certifies that he/she has examined the craft and finds it acceptable and suitable for the purpose for which rental it is rented, the **LESSEE** agrees to return this craft on or before the expiration of the rental agreement in the condition it is now. If the craft is damaged or lost, the **LESSOR** will require the **LESSEE** to pay for the repair of the equipment or part to a state of good working order and/or replace the craft with a like craft in good repair.

THE TERMS AND CONDITIONS OF THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE OR EMAILED WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

_____ **(Initial here)**



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LESSEE **agrees** not to use, or permit use:

A. Of the rental craft for any unlawful purpose.

B. Of the rental craft in a careless, negligent or unsafe manner. Any manipulation on the vessel engine or any electrical connection is forbidden. Fixing, repairs, or manipulation of any part of the engine is also forbidden.

C. Of the rental craft while under the influence of alcohol, drugs or any narcotics.

D. Of the rental craft to carry passengers or property for hire.

E. Of the rental craft to carry passengers or property in excess of the rated capacity of the boat.

F. Of the rental craft to tow or propel any other boat, barge or thing.

G. Of the rental craft outside the area of use designated as the waters ten (10) miles from shore on the Atlantic side (Aprox.500 ft) of water and the waters ten (10) miles from the shore on the Florida Bay side, from Long Key Bridge to the end of Seven Mile Bridge. Also, rental craft operation is strictly forbidden in Delta shoals & Islamorada Sandbar Area and the Marathon Humps.

H. Of the rental craft to use it after sunset and before sunrise. (Use at night is strictly forbidden.)

I. Of the rental craft by any other person not the signatory of this agreement or equally qualified and under his/her supervision.

J. Of the rental craft after any damage on the propeller, skeg or/and lower unit incurred on the rental period, as well as after any significant damage to the vessel. (After damage Cocos will decide if LESSEE can keep using the VESSEL and continue with the rental agreement)

K. Of the rental craft by connecting to or carrying any additional battery, making any wire connection to plug bilge pumps, live well pumps, GPS, or any electronic accessory on the boat that could make a short or fire in the vessel.

LESSEE'S participation of any of the above violations will result in FORFEITURE of the rental craft to the LESSOR. "The LESSEE will be responsible for payment of the FULL term of the rental agreement plus all fees and extra charges, including but not limited to any and all damages, total loss of the craft, sank engine or vessel, blown up engine, loss of items and/or fuel cost, any kind of loss of profit due to the damages, any electrical short or fire due to a clandestine wire connection on the vessel or presence of any additional battery, any engine manipulation, any water assistance due to an operator error or violation of the navigational limits, plus any extra fee as is written in this contract, e-mailed or verbally expressed by the Lessor." "This fee will be charged on the Credit Card listed in this contract, it won't be necessary for my signature to be on the receipt (slip) of the C.C for this payment; I am granting implicit consent for additional charges incurred in accordance with this contract by furnishing my signature down below and acknowledge this charge can be made up to 48 hours after contract is finished and boat is already returned."

No failure of COCOS BOAT RENTALS LLC or its employees to enforce any of the terms and conditions of this lease is or shall be considered to be a waiver of such terms or conditions in the absence of any expressed waiver.

LESSOR: COCOS BOAT RENTALS LLC

LESSEE NAME: _____ DOB: _____

WIFE/HUSBAND NAME: _____

I acknowledge that I have **read, understand and agree with this LEGAL CONTRACT** and any and all terms and/or conditions expressed herein:

SIGN: _____

LESSEE

WIFE/HUSBAND/OTHER OPERATOR



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OPERATOR/EQUIPMENT CHECKLIST

I certify that I am an experienced boat operator (5 years min.) and that I have familiarized myself with nautical charts of the area in which the craft/equipment is to be used _____ (Initial)

I have never been cited for unsafe boat operation, nor have I had an accident upon the water and I will be responsible for any citation incurred during the operation of the rental boat. _____ (Initial)

Navigation Limitations: I will not remove any equipment from Monroe County Florida, and I agree to restrict the operation of the boat rented to the following described area: The waters 10 miles from shore on the Atlantic side, the waters 10 miles from shore on the Florida Bay Side. From Long Key bridge to the end of the Seven Mile Bridge. Operation of the boat is strictly forbidden in Islamorada sandbar area and Marathon Humps. _____ (Initial)

Overloading the boat, water skiing, towing, operating the boat while impaired, possession of contraband, illegal activities and/or **night operation (after sunset/before sunrise)** of the rental boat are all **STRICTLY FORBIDDEN**. Upon violation of these terms the **LESSEE** will lose possession of the boat and agrees to pay for the full term of the rental agreement plus any additional charges as accrued. _____ (Initial)

Failure to return the rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for all the damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable as a felony in accordance with section **812.155 Florida Statutes**. I have read, understand and agree with this statement. _____ (Initial)

FLORIDA STATUTE 327-54: When the livery has complied with subsections 1, 2 and 3, its liability ceases and a person leasing the boat from the livery is liable for any violations of this chapter and is personally liable for any accident or injury occurring while in charge of such boat. I have read Florida Statute 327-54, I understand and agree to the charges as presented and to the terms and conditions of this rental agreement. _____ (Initial)

I acknowledge that **I am 100% responsible** for any violation of this agreement, and any mishandling use of the craft, and I am agreeing to assume all damage to it by my mistake, inexperience, lack of knowledge of others using the boat rental in that period, or any other negligence on my part. Additionally, I will assume the cost of any Water Assistance Service needed due to any mistake or damage caused by me or for being out of the limits of navigation. These expenses also include the loss of profit to COCOS due to the damages. I agree that I will call Cocos Boat Rentals LLC **immediately** if there is any problem or malfunction with the boat. It is **AGREED** and **UNDERSTOOD** by **LESSEE** that the **LESSOR** shall not be held liable for any inconvenience or time lost caused by breakdown or malfunction of rental craft **if not notified immediately**. _____ (Initial)

I am aware of **"No Wake"** and **"Idle Speed" (under 6mph)** rules as well as the safe operating speeds with regard to conditions when underway and that responsibility for damage to this boat or other boats & person is my sole responsibility. All canals are **"No Wake"** _____ (Initial)

I **understand** that after signing this contract there will be **NO REFUND** for any reason with regard to **inclement or change of weather, winds, rain, small craft advisory**, non-use, or Lessee/operator relinquishing boat early before the end of his/her rental agreement period. Is my responsibility to check weather before picking up the vessel for all my rental period. _____ (Initial)



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It is my **responsibility** as the **LESSEE/operator** of the rental boat to heed all **weather advisories & small craft warnings** while the rental boat is in my possession to keep myself & family safe, and avoid any damage to the vessel when it is in my possession. _____(Initial)

I understand that if the **boat is not full of gas** when I bring it back, COCOS BOAT RENTALS LLC will charge my credit card on file a **\$50 refueling FEE** plus the amount of fuel used in my rental period. (\$4.5 Gallon No Ethanol). For any delay in the return of the boat COCOS BOAT RENTALS LLC will charge me **\$100 extra per hour late**. _____(Initial)

I acknowledge receipt of BOAT, ENGINE, HULL, EQUIPMENT in acceptable and suitable for the purpose for which it is rented. I will return the same **by 4.30pm** on the final day of the rental period and **agree to return the craft in the condition received with the exception of normal wear and tear. If returned late, damaged, lost, sank, no fuel and/or items lost/broken/scratched, extremely dirty or with trash COCOS will charge in my Credit Card listed** in this contract the amount that is written on this agreement or the estimate/quote given from/to COCOS BOAT RENTALS LLC for repairing or replacing damaged or lost equipment/part/spares. **LESSEE** agrees to pay COCOS all the charges _____(Initial)

BOAT EQUIPMENT PRICES (IF YOU BROKE OR LOST ITEMS)

- Fire extinguisher (\$30) Propeller Aluminum (\$150)
 - Air horn (\$25) Skeg (\$200)
 - Flare kit (\$50) Dip Net (\$10)
 - Throw cushion (\$25) First Aid Kit (\$25)
 - PFD Adult (\$25 each) Seat & Cushion Damage/broke/lost (\$150 per cushion)
 - PFD Children (\$35 each) Low unit/Gearcase (\$2500-3800 damage Prop/Skeg/lower unit)
 - Fenders (\$50 each) Anchor with Anchor Line and chain (\$300)
 - Boarding Ladder (\$150 /300) Dive Flag (\$20)
 - Battery (\$150) Rub Rail (side of boat) \$250 /500
 - Gaff/Boat Hook/brush (\$30) Engine Hull (Scrape, damage, scratch, rip, broke) \$400/600
 - Cooler seat/extra cooler (\$50- 150) GPS/TRANSDUCER (Broke/Damage/Lost) (\$550 -1000)
 - VHF radio (\$150) Antenna (\$80- 100)
 - Fuel/water cap (\$50) Ropes / Lines of the boat \$25
 - Stereo Fusion/Speakers (\$150/\$120) Under Propeller Protection (\$200)
 - Bimini/Canopy (broke or damage) (\$350) Boat Hull (Estimated according the dimension of the damage)
- BLOWN UP ENGINE by MISHANDLING USE OF RENTAL CRAFT OR UNDERWATER (SANK) ENGINE: \$5,000 – 10,000

A Dirty boat: trash, fish blood, chum stuck to the side of the boat, fish scales etc. \$ 35

"I acknowledge that I have **read, understand and agree** with any and all terms and/or conditions written here, and COCOS WILL CHARGE MY CREDIT CARD listed for any of these items, parts, damages, fees etc. and my signature won't be necessary on the receipt (slip) of the credit card listed for this payment; I am agreeing with my signature down below: This charge can be made even 48 hours after contract is finished and boat is already returned."

LESSEE/OPERATOR Signature: _____ **Date:** _____



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WAIVER AND RELEASE OF LIABILITY AGREEMENT / STATE OF FLORIDA

I. DISCLAIMER: this waiver and release agreement is applicable to all renters, operators, passengers, and users of equipment provided by COCOS BOAT RENTALS LLC*(For purpose of this Waiver and release, the term "Rental Company" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of COCOS BOAT RENTALS LLC). If any other rental agreement is supplemented with this Release, the provisions of this Release will prevail over any undersigned's minor's children. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that she/he fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals **EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.** _____(Initial)

II. ACKNOWLEDGMENT OF RISKS: The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: **1)Changing water flow, tides, currents, wave action and ships' wakes; 2)Collisions with any of the following: other participants on the watercraft, other watercrafts and manmade or natural objects; 3)Collision, capsizing, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, drowning and/or death; 4)Attack by or encounter with insects and marine life forms, including, but not limited to sharks and/or sting rays; 5)Equipment failure or operator error; 6)My sense of balance, physical coordination, ability to operate equipment, swim, follow directions and/or use the GPS; 7)Wind, inclement weather, lightning, variances and extremes of wind, weather, and temperature; 8) Heat or sun related injuries or illnesses, including sunburn, sunstrokes or dehydration.** Further, the undersigned understands that the description of these risk is not complete and that unknown or unanticipated risks may result in injury or death. _____(Initial)

III. EXPRESS ASSUMPTION OF RISK: The undersigned hereby agrees that he/she is renting, operating or using the equipment provided by Rental Company at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental operation or use of the rental equipment. The undersigned assumes full responsibility for the risks of **personal injury, accidents or illness, contusions, head, neck and/or spinal injuries, animal or insect bites or attacks, shock, paralysis, drowning, and or death, and any resultant expenses from any of the foregoing risks and assumes all risk of injury, illness, damage or loss that might result, regardless of the cause, EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.** _____(Initial)

IV. WAIVER/RELEASE OF LIABILITY: By the execution of this release the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Rental Company from any and all liability of any nature for any and all injury or damages arising from personal injuries sustained by undersigned or any minor children in the undersigned's custody, care, and control, as a result of any and all activities related to the rental operation, or use of equipment provided by rental company regardless of the cause. **The undersigned assumes full responsibility for any such injuries or damages which may occur and further agrees that Rental Company shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that RENTAL COMPANY SHALL NOT BE RESPONSIBLE FOR SUCH INJURIES, DAMAGES, LOSS OR THEFT, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY RENTAL COMPANY,** whether such negligence is present at the signing of this Release or takes place in the future. This waiver and release do not apply to gross negligence or international torts by Rental Company. _____(Initial)

V. LIABILITY TO THIRD PARTIES: The undersigned hereby agrees that he/she will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties including, but not limited to, operators and passengers of other watercraft and minor children in the undersigned's custody, care and control, as a result of any and all activities related to the rental operation, or use of equipment provided by Rental Company, **EVEN IF SUCH DAMAGES ARISE OUT THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.** _____(Initial)

VI. ACKNOWLEDGMENT OF WAIVER AND RELEASE: The undersigned states that he/she had sufficient time to review the Waiver and Release and to ask any question(s) associated with said Release. The undersigned further states that he/she has carefully read the foregoing Waiver and Release knows the contents thereof and has signed this release as his/her own free act. The undersigned warrants that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate or use equipment from Rental Company with knowledge that signing this release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that **HE/SHE IS WAIVING ANY RIGHT HE/SHE MAY HAVE TO BRING A LEGAL ACTION OR TO ASSERT A CLAIM AGAINST RENTAL COMPANY FOR RENTAL'S COMPANY NEGLIGENCE.** _____(Initial)

READ RELEASE BEFORE SIGNING

SIGNATURE . **NAME** **DATE**



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ADDENDUM A.

WATER ASSISTANCE SERVICE: SEA TOW INTERNATIONAL INC.

If your Rental boat breaks down for any reason caused by your mistake, damage, lack of knowledge, inexperience, or other reason like being out of the navigational limits of this agreement (10 miles offshore or 500 ft. of water, farther than Long Key Bridge or the Seven Mile Bridge) you will be responsible for paying the cost of the Sea Tow Service and any water assistance service (fuel and time) incurred to safely return the rental vessel to dock.

There are many ways to avoid A **BOAT INCIDENT** but if:

- You run aground, get stuck in a sandbar or shallow water.
- You hit something and damage your prop, skeg or/and lower unit.
- You get your prop tangled (line, rope, etc.).
- You don't secure the anchor or wrap it around the prop or low unit.
- You get stuck in any coral formation or rock island.
- You run out of fuel in the ocean.
- You put gas in any place on the boat that is not the fuel tank (rod holders, bilge etc.).
- You drain your battery and need a jump start in the middle of the ocean.
- Mechanical breakdown or any malfunction of the vessel occurred out of navigational limits of this agreement (10 miles offshore, more than 500 ft of water or further than Long Key Bridge or the Seven Mile Bridge).
- Any kind of boat salvage due to an operator error like sunk boat, ripped bottom, sunk engine due to a bad tie to the dock, etc.

FOR \$25.00 YOU CAN ADD TO THIS AGREEMENT A TEMPORARY MEMBERSHIP PRIVILEGE DISCOUNT.

Without membership: Sea Tow Service cost is \$300 per service hour.

With \$25 temporary membership: Sea tow service cost is only \$100 per service hour.

Mark X:

() **YES**, I want to add the temporary Sea Tow Service to my lease.

() **NO**, I don't want to add this temporary Sea Tow membership

() **I already have** a membership for Sea Tow service with: _____

Date: _____

LESSEE SIGNATURE