

BOATS AND HOPES LLC

Recreational Boat Rental Agreement

Vessel Information

Year: 2007

Make: SeaSwirl

Model: 237 Sundeck

Engine: Volvo Penta 5.7 Gi

Passenger Limit: 10

HIN: GSSBV005G607

Emergency Contact Information

Boats and Hopes Emergency Contact:

206-707-1423

360-831-2149

For emergencies involving immediate danger to life or property, call 911 first.

1. Rental of Vessel

This Recreational Boat Rental Agreement ("Agreement") is entered into between Boats and Hopes LLC ("LESSOR") and the individual signing below ("LESSEE"). The Vessel shall remain the property of LESSOR at all times.

2. Approved Operating Area

Operation is limited to Lake Washington, Lake Union, the Lake Washington Ship Canal, and the Montlake Cut. Operation in Puget Sound, saltwater, coastal waters, the Strait of Juan de Fuca, Admiralty Inlet, Hood Canal, or any waters outside the approved operating area is strictly prohibited. No exceptions are permitted. Approved anchoring locations include Union Bay, Cozy Cove, and Andrews Bay.

3. Rental Operator Requirements

LESSEE must be at least 25 years old, present valid identification, demonstrate sufficient boating experience, and comply with Washington boating laws. LESSEE certifies they are experienced and capable of safely operating a vessel of this type or have received sufficient instruction to do so safely.

4. Additional Operators

No person may operate the Vessel unless approved by LESSOR. LESSEE remains fully responsible for all operators and passengers.

5. Passenger Capacity

Maximum passenger count shall not exceed ten (10) persons.

6. Safety Orientation

- Vessel controls
- Engine operation
- Emergency engine shutoff procedures
- Navigation rules
- No-wake zones
- Local hazards
- Passenger safety
- Safe anchoring procedures
- Emergency contacts
- Emergency procedures

7. Safety Equipment Acknowledgment

- Life jackets
- Throwable flotation device
- Fire extinguisher(s)
- Horn or whistle
- Anchor and dock lines
- Navigation lights
- Emergency equipment
- Engine safety lanyard (if equipped)

8. Overnight Use Prohibited

Overnight use and sleeping aboard the Vessel are strictly prohibited. The Vessel must be returned before sunset.

9. Alcohol and Drug Policy

Operation under the influence of alcohol, marijuana, illegal drugs, or any impairing substance is strictly prohibited.

10. Prohibited Activities

- Racing
- Commercial operations
- Passenger-for-hire activities
- Subleasing or re-renting the Vessel
- Smoking aboard the Vessel
- Operating outside the approved operating area

- Operating after sunset
- Operating while impaired
- Any reckless, negligent, or unlawful operation

11. Watersports Activities

Tubing, wake surfing, wakeboarding, and waterskiing are permitted when conducted lawfully and safely.

- A dedicated observer (spotter) must be onboard.
- All participants must wear a USCG-approved life jacket.
- Tow lines must be properly secured.
- Participants must remain a safe distance from boats, swimmers, docks, and shoreline structures.
- No towing activities in no-wake zones or congested waterways.
- Operator is responsible for safe speeds and conditions.
- Boats and Hopes LLC may prohibit towing activities due to safety concerns.

12. Security Deposit

A refundable security deposit of \$1,000 is required.

13. Cleaning and Trash Policy

LESSEE shall remove all trash and personal belongings. Additional cleaning fees may be assessed for excessive mess.

14. Fuel Policy

Fuel consumed during the rental is the responsibility of the LESSEE.

15. Pickup and Return

Pickup and return locations shall be designated by LESSOR.

16. Late Return Policy

Late returns may result in charges ranging from \$200 to \$1,000.

17. Weather and Safety

LESSOR may delay, modify, cancel, or terminate a rental due to unsafe conditions.

18. Cancellation Policy

No refunds within 24 hours except for LESSOR-determined safety cancellations.

19. Condition Report and Incident Reporting

LESSEE must immediately report collisions, groundings, injuries, citations, mechanical issues, property damage, law enforcement contact, towing incidents, or theft.

20. Vessel Acceptance

LESSEE acknowledges that the Vessel and all equipment have been inspected prior to departure and found to be acceptable, seaworthy, and suitable for the intended recreational use. LESSEE agrees to maintain the Vessel and equipment in a safe and dependable condition during the rental period and to immediately report any unsafe condition, damage, malfunction, or equipment failure.

21. Damage and Loss Responsibility

LESSEE is responsible for damage resulting from negligence, misuse, policy violations, or unauthorized operation.

22. Right to Terminate Rental

LESSOR may immediately terminate the rental for safety concerns, impairment, or violations.

23. Fines and Violations

LESSEE is solely responsible for citations, towing fees, impound fees, fines, and penalties.

24. Personal Property

Boats and Hopes LLC is not responsible for loss of or damage to personal property brought aboard the Vessel.

25. Assumption of Risk, Release, Indemnification, and Hold Harmless

LESSEE acknowledges that boating activities involve inherent risks, including but not limited to property damage, personal injury, serious bodily injury, disability, drowning, and death. LESSEE voluntarily assumes all risks associated with use of the Vessel. To the fullest extent permitted by law, LESSEE agrees to release, defend, indemnify, and hold harmless Boats and Hopes LLC and its representatives from claims arising from use, possession, operation of the Vessel, watersports activities, personal injury, death, property damage, or violations of this Agreement. This obligation applies whether such claims are asserted by the LESSEE, passengers, guests, heirs, estates, insurers, or third parties.

26. Emergency Contact Information Acknowledgment

LESSEE acknowledges receipt of emergency contact information.

27. Governing Law and Venue

Washington law applies. Venue shall be King County, Washington.

28. Enforcement Costs

LESSEE agrees to reimburse Boats and Hopes LLC for reasonable attorney fees, court costs, collection expenses, towing expenses, storage fees, and other enforcement costs.

29. Severability

If any provision is invalid, the remainder remains in effect.

30. Electronic Signatures

Electronic signatures shall be deemed valid and enforceable.

31. Signatures

LESSEE Name: _____

Driver License #: _____

LESSEE Signature: _____ Date: _____

LESSOR Representative: _____ Date: _____

Rental Checkout Verification:

- ☐ Safety orientation completed
- ☐ Emergency contacts provided
- ☐ Condition report completed
- ☐ Vessel inspected before departure
- ☐ LESSEE acknowledges all rental terms