

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN
RENTER and TK WATERSPORTS

This Boat Rental Agreement is entered into on this 9th day of May, 2010 by
and between TK WATERSPORTS and John Doe,
hereinafter referred to as RENTER.

RENTER information:

Full Name _____
Street Address _____
City, State, Zip _____
Home Phone _____
Cellular Phone _____
Drivers License # _____
Credit Card (to be kept on file) type & # _____
Expiration date on Credit Card _____
Security Code on Card (CCV) _____
Billing address zip code _____
Boat Experience (Hours and detail) _____

1. Property to be Rented:
2. Rental Dates: _____ Through: _____
3. Rental Rate: \$ _____/day Total: \$ _____

4. SECURITY/DAMAGE DEPOSIT: A security deposit of \$1,000.00 is required to rent the equipment and is due at the time of check out from the RENTER. Deposits are released after the completion of the rental period provided no damage to the equipment is found, and no additional charges have accrued as outlined under this agreement. If the deposit was done through a credit card authorization, no charges will be captured as long as no damage to the property is found. TK Watersports reserves the right to inspect rental equipment up to 30 days after the rental period if necessary to have mechanics; or repairmen view and fix any damage that was incurred while RENTER had equipment in his/her position. If damage is caused during the rental period, I the RENTER authorize TK Watersports to notify me of the costs and charge the credit card on file to recover damages. I the RENTER understand that all damages will be repaired by TK Watersports' authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or other suggested mechanics. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial deposit or authorization. Initials _____

5. CANCELLATION/NO SHOW POLICY-RENTER understands that when the watercraft is reserved, it is no longer available for other customers and as such TK Watersports cannot commit the watercraft to another customer during the reserved dates. Consequently, in the event the renter cancels, changes dates, shortens their trip, or in any other way amends their rental period, the entire rental total is due. Initials _____

6. PAYMENT: Payments will be accepted via cash, credit card, or cashiers check. No personal checks will be accepted. Initials _____

7. BOAT OUT OF COMMISSION DUE TO DAMAGE:
RENTER acknowledges and understands that in the event of extensive damage to the watercraft during the RENTER's rental period, which damage requires the watercraft to be out of commission, RENTER shall be liable to pay TK Watersports for all days the watercraft is out of commission including any time outside of the original rental period during which time the watercraft is unavailable to rent to other customers. No refunds will be offered. Initials _____

8. CREDIT CARD ON FILE: RENTER agrees that they will provide TK Watersports with a valid credit card to be kept on file. This card will only be charged if damage or additional RENTER charges exceed the security deposit. Initials _____

9. FUEL: RENTER acknowledges and agrees that they are responsible for all of fuel used in the watercraft. RENTER acknowledges and agrees that they will return the watercraft with a full tank of fuel at the end of the rental period. RENTER acknowledges and agrees that if the watercraft is not returned with the same level of gas that they will be charged for a full tank of gas regardless of the level (approx. 40 gallons at the going rate) regardless of the level of the tank when returned. Initials _____

10. INSPECTION OF EQUIPMENT: TK Watersports certifies that the watercraft is in good mechanical and physical condition. Any known damage or problems will be listed on the "Watercraft Check-Out Sheet". RENTER will inspect said equipment and rents the same without any additional representations by TK Watersports. If equipment has damage or problems not listed on the "Watercraft Check Out Sheet", RENTER must notify TK Watersports before use of the watercraft begins and on the first day of rental. Initials _____

11. DAMAGES TO EQUIPMENT: RENTER acknowledges and understands that equipment is to be left in clean, undamaged condition, and in the same condition as at the commencement of the rental period. If the rental equipment is not left in suitable condition, RENTER acknowledges and understands that TK Watersports reserves the right to charge RENTER for any repairs, replacement or special cleaning of any damaged, lost, or personal property. RENTER acknowledges, understands, and agrees that by signing this Boat Rental Agreement/Contract, he/she is authorizing TK Watersports to charge RENTER for any damages sustained. Such charges will be removed from the RENTER's security deposit or charged to the credit card on file. Initials _____

PLEASE BE AWARE: Major problems that can arise are few but costly. The value of the watercraft can exceed \$45,000 for full replacement and repairs can reach into thousands of dollars.

12. THEFT OR LOSS: In case of theft or loss, RENTER is responsible for the replacement value of the equipment during the rental period. In case of abuse, damage or theft by any person, the RENTER will be charged for the repair or replacement of the equipment. Initials _____

13. WATERCRAFT OPERATION: RENTER acknowledges and agrees that the equipment will be operated by RENTER(S) named in this agreement. RENTER warrants that RENTER is a qualified operator of said equipment. RENTER will not allow any person under the age of 25, or anyone who is not qualified to operate the boat/equipment. All operators must sign and provide a valid license to operate the equipment. The RENTER who provides the credit card is responsible for all financial responsibility regardless of who is operating the watercraft. RENTER will not operate the equipment, or permit anyone to operate the equipment, while under the influence of alcohol or drugs. RENTER will be responsible for the operation of the boat within all local, state and Federal laws and regulations. Initials _____

14. WATERCRAFT USE: The RENTER understands that conditions (weather, water levels, etc.) are variable and that they must exercise caution, pre-planning and good judgment in the use of watercraft. The boat is equipped with internal ballast systems to allow custom weighting for watersports. At **no** time should the total weight in the boat exceed the maximum listed weight as marked on the plate in the front of the boat (ballast, persons and equipment must all be added up and should not exceed the listed weight). Even if the weight limit has not been reached, caution must be exercised so as not to allow waves to enter the boat from rough water or watersports activity. Initials _____

15. REPAIRS-SERVICE CALLS: RENTER acknowledges and understands that TK Watersports can not guarantee against mechanical failures of the rental equipment. RENTER agrees to immediately notify TK Watersports of defective or non-working units. TK Watersports will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible, although this is not always possible during the rental period. Repair due to normal wear and tear on the equipment will be made by TK Watersports. Should a repair person make a call to repair or replace a unit that is found to be in working order, and the problem was due to RENTER'S oversight, misunderstandings, damage, neglect, or misuse, RENTER agrees that the repair all costs will be billed to the RENTER'S security deposit or credit card on file. RENTER must be given approval by an TK Watersports representative to allow any mechanical adjustments to be made to the watercraft. Initials _____

16. LOSS OF RENTER(S) PROPERTY: It is expressly agreed that TK Watersports shall not be liable for the loss or damage to any property left of stored by RENTER or any other person in or upon said equipment after return thereof to TK Watersports. RENTER agrees to hold TK Watersports harmless from, and against any such claims. Initials _____

17. RETURN OF EQUIPMENT: RENTER acknowledges and understands that they will return the equipment to TK Watersports no later than _____ on the end date of this contract, and that they will follow the procedures outlined in the "Boat Check-in Sheet". Late return will result in fees of \$50 per hour starting 15 minutes after the time specified in this paragraph. Initials _____

18. RELEASE OF LIABILITY/ASSUMPTION OF RISK: I, the RENTER, understand that the sports of boating, water skiing, wake surfing, wakeboarding, riding water toys or any water sport are HAZARDOUS activities. I, the RENTER, understand that the engaging in these sports and use of the equipment involve a risk of injury to any and all parts of the user's body and possible DEATH. I, the RENTER, hereby agree to freely and expressly assume, and accept any and all risks in the use of the equipment rented; and to all individuals that are upon the boat at any time during the rental period. In the event someone is injured during use of the watercraft or if someone other than RENTER is operating the equipment during the rental period and is injured, RENTER agrees to pay all deductibles and cost for physical, and property damage to any and all parties involved as proven in a court of law to be the fault of the RENTER or those who were operating the watercraft from the time the RENTER pick's up the equipment until it is returned to the control of TK Watersports via the agreed upon check in procedure. Initials _____

19. LIABILITY AGREEMENT: I, the RENTER hereby release and hold harmless from any legal liability, TK Watersports and its owners and agents from any and all liability for damage and injury or death to myself and or any person or property resulting from the selection, maintenance or use of this equipment; and for any claims based upon negligence, breach of warranty, contract, claim, or other legal theory, accepting myself, the renter, full responsibility for any and all such damages or injury which may result. It is understood and agreed that the Rental Fee is a presently earned fee for the use of the equipment and that the Security Deposit is a deposit against costs of repairs or cleaning that may be required as a result of physical damage to the equipment during the rental period or against any liability that RENTER may incur to TK Watersports pursuant to this agreement. Further, I the RENTER am responsible for all damages and/or losses to the equipment or any of its contents during that period. RENTER indemnifies and holds TK Watersports harmless from any loss, damages, expense or claim, including attorney's fees, and costs arising out of RENTER'S acts or omission to act. Initials _____

20. TK Watersports or its Agents reserves the right to (a) authorize the use of the equipment and (b) revoke the use of the equipment. Decisions on the part of TK Watersports or its Agents with regard to the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following:

- Unsafe operation of the equipment
- Lack of sobriety of the RENTER
- Unsafe weather conditions

Initials _____

21. LEGAL FEES; I, THE renter AM RESPONSIBLE FOR ALL LEGAL FEES, COLLECTION AGENCY FEES, AND COURT COSTS FOR MYSELF AND LLC TK Watersports incurred by any dispute in damages if legal action is necessary, because of my neglect to return the watercraft or equipment in the same condition that it was received at the beginning of my rental period. Initials _____

22. I, the RENTER, understand that if the equipment is not as clean upon return as it was upon checkout that it will be professionally detailed at a rate of \$15 per foot of boat. (The ENZO SV230 is 23 feet long). Initials _____

The parties hereto agree that they have read this document in its entirety, understand and agree to all terms and conditions.

DRIVERS AUTHORIZED BY RENTER Drivers License Date

1. _____

2. _____

3. _____

4. _____

Renter's Signature

Drivers License

Date

Representative TK Watersports

Date