WEEKI RESERVE LLC

BAREBOAT VESSEL RENTAL AGREEMENT & LIABILITY ACKNOWLEDGMENT

Weeki Wachee, Florida | Draft for review and customization before use. This agreement is subject to applicable Florida law and the actual terms of Weeki Reserve's insurance policy.

1. RENTER AND RESERVATION INFORMATION

Primary renter's full legal name

_____

Residential address

_____

Date of birth _____ Mobile phone _____

_____

Email address

_____

Emergency contact name / relationship / phone

_____

Rental start date and time _____ Return date and time _____

_____

Number of persons aboard _____ Rental amount $_____

_____

Vessel description / registration number

_____

This Agreement is between Weeki Reserve LLC (“Owner” or “Weeki Reserve”) and the undersigned renter (“Renter”). Renter agrees to the terms below and acknowledges that operating a motorized vessel involves inherent risks.

2. MINIMUM AGE AND AUTHORIZED OPERATOR

2.1 The primary Renter and every person who operates the vessel must be at least 25 years old. 2.2 Only the Renter and additional operators expressly approved in writing by Weeki Reserve may operate the vessel. Each operator must meet the age requirement and applicable boating safety education and licensing requirements. 2.3 Renter must provide valid government-issued identification and any legally required boating safety identification or certification before taking possession. 2.4 No unauthorized person may operate, control, or take possession of the vessel. 2.5 Weeki Reserve may refuse delivery or terminate the rental if these requirements are not met.

Renter initials: _____

3. RENTAL PERIOD AND POSSESSION

3.1 Rental begins and ends at the date and time stated above. Standard rentals are a minimum of 48 consecutive hours, ordinarily with handoff and return at 9:00 a.m., unless otherwise agreed in writing. 3.2 Renter accepts responsibility for care and control upon handoff and remains responsible until the vessel is returned and accepted by an authorized Weeki Reserve representative. 3.3 Renter shall not sublease, lend, transfer, or permit another person to take possession without prior written authorization. 3.4 Return the vessel at the agreed time and location, in substantially the same condition received, ordinary wear and tear excepted. 3.5 Immediately notify Weeki Reserve of delays, mechanical issues, accidents, grounding, damage, or other incidents. 3.6 Applicable Florida law may require reporting a vessel not returned within the statutory period.

4. MANDATORY DAILY RENTERS INSURANCE

4.1 Renter must purchase and maintain the daily vessel renters insurance offered by Weeki Reserve for every rental day or partial day as required by the insurer's policy and rating rules. Insurance must be confirmed before release and remain effective throughout possession, including approved extensions. 4.2 Renter must pay the applicable daily premium for each required day and any additional premium before an extension is approved. 4.3 Coverage is subject to the actual policy terms, limits, conditions, exclusions, deductibles, and claims procedures. Renter must receive applicable insurer disclosures. 4.4 Insurance does not authorize prohibited operation or expand coverage beyond the policy. 4.5 If coverage is unavailable, declined, canceled, or ineffective, Weeki Reserve may refuse delivery or require safe return, subject to law and insurer instructions. 4.6 Renter remains responsible for deductibles, excluded or uncovered losses, and amounts exceeding limits to the extent legally recoverable.

Daily insurance premium $_____ **Carrier** _____

Policy / certificate number _____

Renter initials: _____

5. ABSOLUTE PROHIBITION ON ALCOHOL AND IMPAIRMENT

NO ALCOHOL CONSUMPTION BY THE OPERATOR. The operator shall not consume alcohol before or during operation of the vessel. The operator shall not operate while impaired by alcohol, drugs, controlled substances, or medication that affects safe operation, judgment, coordination, or alertness, regardless of whether a legal impairment threshold has been reached. Renter shall ensure any replacement operator is approved, at least 25, and sober and unimpaired. Violation is a material breach and grounds for termination, subject to safe return or recovery.

Renter initials: _____

6. NO NIGHTTIME OPERATION

The vessel shall not be operated between sunset and sunrise, regardless of navigation lights. Renter must plan activities to return to the designated location before sunset and shall not begin or continue a trip likely to extend past sunset. If an unforeseen emergency or unsafe condition prevents timely return, prioritize human safety, contact emergency services when necessary, and notify Weeki Reserve immediately. Recreational nighttime operation remains prohibited. Violation is a material breach.

Renter initials: _____

7. GEOGRAPHICAL OPERATING LIMITS

Maximum permitted distance: THREE (3) STATUTE MILES FROM THE NEAREST LAND AT ANY GIVEN TIME. This is a maximum, not approval to operate in every waterway within that distance. Renter must also obey any more restrictive written geographic, waterway, weather, or insurance limits imposed by Weeki Reserve or its insurer. Do not enter prohibited or hazardous areas or operate in conditions that prevent safe navigation and return. Any breach may result in termination and may affect insurance coverage under the policy.

Renter initials: _____

8. ABSOLUTE PROHIBITION ON TOWING AND PULL-BEHIND ACTIVITIES

NO TOWING. NO PULLING. NO EXCEPTIONS FOR RECREATIONAL ACTIVITIES. Renter shall not pull, tow, drag, or tow-start any person, vessel, equipment, recreational device, or object. Prohibited activities include, without limitation:

- Other boats, vessels, personal watercraft, or kayaks.
- Water skiers, tubes, towables, inflatable rafts, wakeboarders, wakesurfers, kneeboarders, or similar devices.
- Kayakers, paddleboarders, swimmers, or any person in the water.
- Any person or object connected by rope, cable, towline, harness, or similar equipment.

Renter shall not attach towing equipment or permit passengers or third parties to engage in prohibited towing. Renter shall not tow another vessel, even if apparently disabled, except to the limited extent necessary to respond to an immediate threat to human life, permitted by law and reasonably safe; contact emergency services and Weeki Reserve as soon as practicable. This is a material rental and insurance compliance condition.

Renter initials: _____

9. DAMAGE, LOSS, THEFT, AND RESPONSIBILITY

9.1 Renter is responsible for the vessel's care, custody, and control from handoff until return and acceptance. To the extent permitted by Florida law, Renter is financially responsible for physical damage, loss, or destruction occurring during possession or control, except to the extent caused by Weeki Reserve's negligence, willful misconduct, or conduct for which liability cannot lawfully be waived or transferred. 9.2 Covered categories may include hull, fiberglass, gelcoat, structural, propeller, lower unit, engine, mechanical, upholstery, canvas, electronics, safety equipment, collision, grounding, submerged-object, theft, and equipment loss. 9.3 Immediately report all incidents; do not conceal damage, make unauthorized repairs, or make admissions on behalf of Weeki Reserve. 9.4 Weeki Reserve may obtain reasonable estimates, inspection reports, and invoices to establish restoration costs. Subject to law, recoverable amounts may include reasonable repairs, replacement where repair is impractical or uneconomical, recovery and towing expenses, and direct losses caused by breach or negligent operation. 9.5 Renter shall cooperate with claims investigation and provide relevant photographs, witness information, statements, and records. 9.6 Insurance may not cover every loss. Renter remains responsible for deductibles, excluded damage, uncovered losses, and amounts over policy limits to the extent legally recoverable. 9.7 Renter is not responsible for pre-existing damage, ordinary wear and tear, or loss caused by Weeki Reserve's own negligence or willful misconduct.

Renter initials: _____

10. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

10.1 Renter acknowledges inherent boating risks, including weather, waves, currents, submerged objects, collisions, mechanical failure, drowning, and propeller or vessel movement injuries. 10.2 Renter voluntarily accepts ordinary and inherent risks of lawful vessel use, including risks to Renter and passengers. 10.3 To the fullest extent permitted by Florida law, Renter releases and holds harmless Weeki Reserve LLC and its members, managers, employees, and agents from claims for injury, death, or property damage arising from inherent boating risks or Renter's or passengers' conduct, except claims arising from negligence, gross negligence, willful misconduct, or other liability that cannot lawfully be released. 10.4 This clause does not release non-waivable legal duties. 10.5 Renter shall inform passengers of boating risks and ensure compliance with safety rules.

Renter initials: _____

11. SAFETY, EQUIPMENT, AND PASSENGERS

Renter shall operate carefully and lawfully; comply with navigation rules and Weeki Reserve instructions; never exceed passenger capacity, weight, or horsepower limits; keep required life jackets, fire extinguishers, sound devices, navigation and safety equipment aboard and use them as required; prohibit riding on the bow, gunwales, transom, or other areas not designed for safe seating while underway; avoid reckless or unsafe operation; and discontinue operation and contact Weeki Reserve if the vessel becomes unsafe or unseaworthy. Required pre-rental safety instructions must be completed before operation.

12. TERMINATION, BREACH, AND RECOVERY

Weeki Reserve may terminate the rental and require safe return or recovery if Renter violates a material term, including age, insurance, alcohol, nighttime, geographic, or towing restrictions. Weeki Reserve may refuse delivery, suspend use, or recover the vessel when reasonably necessary to address an insurance violation, safety risk, unlawful operation, or material breach. Renter shall cooperate with reasonable safe-return instructions. Termination does not eliminate lawful responsibility for damage, loss, unpaid rental charges, or other recoverable amounts. Nothing authorizes unsafe self-help or unlawful recovery.

13. GENERAL TERMS

This Agreement, insurance documents, reservation details, and written amendments constitute the entire rental agreement. Amendments or waivers must be in writing and approved by Weeki Reserve. If a provision is unenforceable, the remainder remains effective to the extent permitted by law. Florida law governs, subject to applicable venue rules. Renter has had the opportunity to read this Agreement, ask questions, and seek independent legal advice. Renter understands that violations may jeopardize insurance and create personal financial liability.

14. FINAL RENTER CERTIFICATION

By signing below, I certify that I am at least 25 years old and provided accurate identification; have purchased the required daily insurance for the entire rental period; understand the alcohol, nighttime, geographic, and towing restrictions; accept the stated financial responsibilities and liability provisions; and have received and understand vessel safety and emergency instructions.

■ I am at least 25 years old and provided accurate identification.

■ I purchased required daily renters insurance for the full rental period.

■ I understand the operator may not consume alcohol before or during operation.

■ I understand nighttime operation is prohibited.

■ I understand the three-statute-mile limit and other geographic restrictions.

■ I understand towing and all pull-behind water sports are prohibited.

■ I accept the financial responsibility and liability provisions.

■ I received and understand the safety instructions and emergency procedures.

Renter printed full legal name

Renter signature

Date and time signed

Weeki Reserve representative printed name and title

Authorized representative signature

Date and time

IMPORTANT: This form is a working draft, not a substitute for review by a Florida attorney and Weeki Reserve's marine insurance agent. Confirm insurer-required forms, disclosures, operating boundaries, coverage terms, and statutory livery requirements before use.