



UBER YACHTS BOAT RENTAL FORM

THIS BOAT RENTAL AGREEMENT CONSTITUTES A CONTRACT BETWEEN RENTER and Uber Yachts LLC.

This Boat Rental Agreement is entered on _____ by and between
Boat Rental Company and _____ hereinafter referred to as RENTER.

RENTER information:

Name: _____

Address: _____

City _____, State _____, Zip Code _____

Home Phone: _____ Cellular Phone: _____

Email: _____

Driver's License #: _____

Boat Experience (Hours and detail): _____

1. EQUIPMENT TO BE RENTED:

2. RENTAL DATES/TIMES:

3. RENTAL RATE: _____ PAYMENT METHOD: _____

4. **PAYMENT:** Payments will be accepted via cash, Zelle, or Venmo. Full non-refundable payments are required to secure the date and time-slot of a rental. Refunds will not be provided due to acts of God, inclement weather, or Coast Guard Small Craft Advisories. The captain and/or COMPANY will require the RENTER to reschedule when there is inclement weather, (e.g., small craft advisories, high winds, and/or waves 3 feet or over. Light rain is not considered inclement weather). Refunds will only be issued if the boat is experiencing mechanical problems and is deemed inoperable by the COMPANY or if there's an unbeknownst double-booking. Refunds will NOT be issued if the captain the RENTER hired separately doesn't arrive on the date/time the captain was hired. The RENTER is responsible for securing another approved captain, (See Agreement C Below). A refundable \$500 damage/ incidental deposit must be paid via Zelle or Venmo 24 hours prior to boarding, which MAY be returned up to 24 hours after the rental. A \$1000 damage/ incidental deposit must be put on Credit Card hold on boat rental apps.

5. **AUDITS:** Our accounting department conducts audits weekly. If it's determined that the RENTER was not charged the accurate amount of money for a service; particularly on rental boat apps, the RENTER will be notified in writing. The RENTER is responsible for paying the difference immediately upon receipt of written notification. All itemized prices are listed in the policies on rental boat apps, so that the RENTER can cross reference the charges. Payments MUST be corrected in a timely manner. Payments may be made via Venmo, Zelle, or on rental boat apps when RENTER is notified that changes are requested.

6. **RECREATIONAL BAREBOAT CHARTERS:** By law, the RENTER is required to contact/hire a licensed USCG captain separately. RENTER will receive an approved USCG licensed captains list up to 48 hours after a reservation is booked, or on the same day for same day reservations. The captain's hourly rate and a 20% gratuity on the total captain's rate is standard. Captain's fees range from \$150-\$175.

7. **BOARDING HARBORS:** Typically, boarding takes place at the 31st Street Harbor. However, RENTER understands boarding takes place at a variety of Chicago Harbors, (e.g. Jackson Inner Harbor, Jackson Outer Harbor, the 59th Street Harbor, the 31st Street Harbor, & Monroe Harbor). The RENTER understands the boarding harbor is subject to change throughout the reservation process up to, but not less than 24 hours prior to boarding at the COMPANY or captain's discretion for various reasons, (e.g., Weather conditions or a renter/passenger's violation of the the COMPANY or Chicago Harbors Rules of Conduct & Party Guidelines may require docking at the nearest safe harbor). The next RENTER may need to board at the safe harbor if the weather and/or time constraints doesn't permit the boat to safely return to a particular harbor in a timely manner for their reservation. The COMPANY and/or captain will notify the RENTER via text and/or email about boarding harbor changes up to, but not less than 24 hours prior to boarding.

8. **INCLEMENT WEATHER/CANCELLATION/NO SHOW/LATE POLICY:** RENTER understands that when the watercraft is reserved, it is no longer available for other customers; and therefore, COMPANY cannot commit the watercraft to another customer during the reserved dates/times. If the COMPANY cancels the reservation for reasons other than inclement weather, a full refund will be issued, (e.g., unbeknownst double bookings or mechanical problems). Consequently, in the event RENTER cancels, changes dates, shortens the rental period, or in any other way, seeks to change the rental period, the entire rental total shall still be due and payable. RENTER understands that all payments are non-refundable due to inclement weather, e.g., small craft advisories, 3 feet waves or higher, high winds over 10 knots, rain, or snow. RENTER must reschedule reservations in cases of inclement weather. Light rain, cool temperatures, and/or cloudy skies aren't unsafe boating conditions, and reservations will resume.

9. **INSPECTION OF EQUIPMENT:** COMPANY 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 will rent the same without any additional representation or warranty by COMPANY. If the equipment has damage or problems not listed on the "Watercraft Check Out Sheet," RENTER must notify COMPANY before the use of the watercraft begins and on the first day of rental. RENTER must complete a pre-boarding walk-through and checklist, (See below). The RENTER understands that the COMPANY has the right to provide a comparable boat if there are mechanical problems with the boat that they reserved. No refunds will be given in cases where a comparable boat is provided in lieu of the boat with the mechanical breakdown.

10. **DAMAGES:** RENTER understands that all damages will be repaired by COMPANY authorized mechanics and/or repairmen; and no repairs will be allowed by RENTER or others. I understand that I as RENTER am responsible for all damages, even if they are above the amount of my initial security deposit or authorization.

11. **FUEL:** RENTER acknowledges that the fuel is included in the rental price, but RENTER should make arrangements with COMPANY to refuel during their reservation period or pay a \$50 per hour fuel surcharge. The refuel fee ranges, and is based on the number of hours of a renter's time-slot. The gas surcharge is \$50 per hour, and is due prior to finalizing your captain's booking. If RENTER elects to refuel the boat, any spills, waste of fuel, or damage will be the RENTER's responsibility, and the renter must refuel the boat during their reservation period.

12. **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 COMPANY 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.

PLEASE BE AWARE: MAJOR PROBLEMS THAT CAN ARISE ARE FEW BUT COSTLY. THE VALUE OF THE WATERCRAFT CAN EXCEED \$85,000 FOR FULL REPLACEMENT AND REPAIRS CAN REACH INTO THOUSANDS OF DOLLARS.

13. **INCIDENTALS/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. Prior to the date of the rental, RENTER must submit a refundable \$500 incidental deposit on Credit Card hold or via Venmo, which MAY be returned up to 24 hours after the rental. The LESSOR or its agents (NOT the captain or deckhand) reserve the right to revoke/retain the \$500 incidentals deposit.

14. **NO SMOKING 🚭 & NO SHOES & NO GLASS** are permitted aboard the vessel. Personal water rafts aren't permitted, as our captains provide a large 12-person water raft with cup holders separately. Passengers are NOT ALLOWED TO TOUCH THE RADIO (e.g. power button, volume, equalizer, amp, or speakers) in order to avoid damages to the surround sound speaker system. The RENTER understands damages to the speakers will result in forfeiture of the RENTER'S \$500/\$1000 security deposit, and an additional charge of \$500 per each busted speaker, which is the actual replacement cost per speaker. NOTE: There are 16 JL Audio speakers on the Cruiser Yacht and 7 speakers on the Bayliner for your listening pleasure.

15. **PERMITTED ITEMS:** Liquor, vape pens, finger food, paper products, ice, 1 small cooler, 2-4 garbage bags, swimwear, and your choice of music for Bluetooth are allowed aboard the vessel.

16. **WATERCRAFT USE:** The RENTER understands that conditions (weather, water levels, etc.) are variable, and RENTER must exercise caution, pre-planning, and good judgment in the use of watercraft. 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 to prevent waves from entering the boat from rough water or water sports activity.

17. RETURN OF EQUIPMENT: RENTER acknowledges and understands that he/she will return all equipment, including but not limited to lily pads, water rafts, wakeboards, surfboard, skis, tubes, etc. to their storage site on the end date of this boat rental contract.

18. AUTHORIZE/REVOKE USE OF EQUIPMENT: LESSOR 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 LESSOR or its agents regarding the use of the equipment by RENTER are made for safety reasons, including, but not limited to, the following: (a) unsafe operation of the equipment; (b) lack of sobriety of RENTER or any other person using the rented equipment; and/or (c) unsafe weather conditions.

19. DOUBLE, TRIPLE, QUADRUPLE BOOKING POLICY: Due to the high demand for rental boats on the weekends, and the large number of inquiries we receive every day, on various rental boat apps and via phone, many offers are pending for days and months. Sometimes, renters submit payments simultaneously, and double, triple, and quadruple bookings occur unbeknownst to the COMPANY. Thus, once our staff determines that there's an unbeknownst double booking, triple booking, or quadruple booking, the 1st person to submit a payment will have precedence over all other renters who have bookings on the same date and time-slot and will choose the time-slot they prefer out of 4 predetermined time-slots. The 2nd person that pays, will have precedence over the subsequent renters, and will choose the time-slot they prefer from the remaining 3 predetermined time-slots. The 3rd person to pay, will have precedence over the 4th renter, and will choose the time-slot they prefer from the remaining 2 predetermined time-slots. The 4th group will get the last time-slot. NOTE: Any group can keep the same time-slot for the next day, if it's available. The predetermined double-booking time slots are as follows: 9:00am-12:00pm, 12:15pm-3:15pm, 3:30pm-6:30pm, 6:45pm-9:45pm. This policy is based on the presumption that renters have 3-hour time-slots. However, 1 of the renters book a reservation for 4-8 hours, that renter will have precedence over all renters, and the other renters will be given different predetermined time-slots to choose from, or they have the option of keeping the same time-slot on a different date that's available. Refunds will NOT be issued for unbeknownst double, triple, or quadruple bookings.

ADDITIONAL TERMS:

Chicago Harbors Rules of Conduct

- Boaters and their guests must respect the property of their fellow boaters, i.e. boats, personal belongings, etc.
- Boaters should be courteous towards their fellow boaters, their families and their guests.
- No one should in any way impede access on the docks or otherwise interfere with anyone's access to their boat. In particular, the main walkway on the dock must be kept unobstructed at all times.
- Appropriate attire is required on the docks or elsewhere in the harbor, consistent with that which would be appropriate in any public setting.
- The permit holder is responsible for the conduct and behavior of guests to their boats, regardless of whether they are present..
- Lewd or lascivious behavior, excessive intoxication, verbal abuse or any other dangerous or unsafe behavior are not allowed.
- Obscene or offensive language is not permissible at any time. In addition, boaters should be particularly aware of their language whenever children may be present.
- Alcohol should never be left accessible to minors at any time

Chicago Harbors Party Guidelines

- The Harbor Master must be informed, well in advance, of any parties or other gatherings in which musicians, bands, DJ's, catering, or large groups will be in attendance.

- All musicians, bands and DJ's must cease their performances at 10:00 p.m.
- Music, radios, and or other noise should be kept at a level appropriate to be heard on the dock and area in which the party is held. It should also not interfere with the enjoyment of the harbor by fellow boaters.
- Hosts of parties are not to give out harbor gate codes to guests, either verbally, in print or through any other means. Hosts must arrange to admit guests individually as they arrive. All harbor gates must remain closed and locked at all times.
- Hosts of parties should inform their guests about parking, rest rooms, access to docks and other pertinent information regarding their harbor.
- No parties are allowed unless the boat owner is present.
- Parties larger than 12 people must get prior approval from the Harbor Master.
- The Harbor Master and designated harbor staff reserve the right to end a party at any time.

20. **AGREEMENT:** The RENTER must initial each line below to indicate they read, understand, and agree to the United States Coast Guard's Federal laws and Uber Yacht LLC's Policies for renting recreational vessels.

- A. No Passengers for hire –The RENTER acknowledges that no consideration should be given whether it be food, drink, or money as a requirement for passage on the vessel. No passenger should be required to pay the RENTER fuel, food, beverage, or other supplies to get on the vessel other than the Charterer. _____ (Renter's initials)
- B. No Captain or Crew is provided by the owner including boats owned by LLCs that include the Owner/Captain or Captains/Crew on staff. RENTER acknowledges an approved USCG Licensed Captain was contacted/ hired separately. _____ (Renter's initials)
- C. RENTER is required to choose a USCG Licensed Captain from a list of approved captains. RENTER is required to contact and pay approved captains separately. The company will provide renters with a list of approved captains to contact. The captain's rate is NOT included in the rental boat rate. _____ (Renter's initials)
- D. RENTER understands that boarding harbors include, but aren't limited to various Chicago Harbors, (e.g. Jackson Inner, Jackson Outer, the 59th Street Harbor, 31st Harbor, and/or Monroe Harbor). The boarding harbor is subject to change due to inclement weather, safe harbor departures from the preceding charter, or at the COMPANY or captain's discretion. COMPANY will provide RENTER with the boarding harbor via rental app messaging and/or text. _____ (Renter's initials)
- E. RENTER has read and understands the Chicago Harbors Rules of Conduct & Party Guidelines. LESSOR or its agents, and the captain, reserve the right to revoke the use of the equipment and end the charter. The RENTER and passengers will be taken to the nearest safe harbor and escorted from the vessel and dock if the Rules of Conduct are not upheld. _____ (Renter's initials)
- F. RENTER understands that boat toilets are not comparable to residential house toilets. RENTER understands that liquids are the only human waste that renters' and their guests should put in the toilet. Do NOT put tissue, Kleenex, baby wipes, paper towels, sanitary products, or other objects in the toilet. RENTER and their guests should use the public restrooms at the boarding harbor prior to boarding the vessel. RENTER understands that they should inform their guests about this policy. A clogged toilet WILL result in a \$500 fee. A claim will be filed with GetMyBoat customers. _____ (Renter's initials)
- G. RENTER understands that boxes, coolers, bags, and other objects shall NOT be placed on seats or beds. All boxes, bags, and coolers MUST be stored on the floor in the designated area. Coolers with liquids and ice can NOT be placed on the carpet inside the cabin; they MUST remain on the

upper deck floor. If ice or liquids saturate the carpet in the cabin, this will result in a \$500 fee because the carpet will mildew and MUST be professionally cleaned. _____ (Renter's initials)

- H. The Lake and its tributaries (The Chicago & Calumet Rivers) are under Federal Regulations. The use of marijuana is prohibited on the federal waters, though it's legal in the state of Illinois. LESSOR or its agents, and the captain, reserve the right to revoke the use of the equipment and end the charter. The RENTER and passengers will be taken to the nearest safe harbor and escorted from the vessel if marijuana is used aboard the vessel. _____ (Renter's initials)
- I. The RENTER understands that the COMPANY has the right to provide a comparable boat if there are mechanical problems with the boat that they reserved. No refunds will be given in cases where a comparable boat is provided in lieu of the boat with the mechanical breakdown. _____ (Renter's initials)
- J. The RENTER understands that they are renting the boat and swimming at their own risk. The COMPANY shall not be held liable or responsible for injuries that may occur to the RENTER or the RENTER'S guests while the boat is in possession of the RENTER and captain, deckhand, and/or crewman the RENTER hired/paid separately. _____ (Renter's initials)
- K. May carry up to 12 persons (who are NOT passengers for hire) not including the Captain and Charterer. The RENTER must complete the information below for each person that is his or her guest. _____ (Renter's initials)

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

PRE-BOARDING CHECKLIST
RENTER is required to board the vessel and complete a damage inventory assessment prior to RENTER'S guests boarding the vessel. RENTER completes the pre-checklist below to indicate items are in working condition and describes pre-existing damages in detail. CAPTAIN/CREW completes the post-checklist after RENTER and guest depart from the vessel. CAPTAIN/CREW notifies COMPANY if the RENTER is responsible for any damages, if the security deposit is forfeited, and if damages exceed the

RENTER'S Signature _____ DATE: _____

LESSOR Representative _____ DATE: _____