

Flowing Wells Resort Watercraft Rental Agreement

This Boat Rental Agreement ("Agreement") is made as of the _____ day of _____, 202__ between Flowing Wells Resort, LLC, a Texas limited liability company (hereafter, "FWR") and:

Name ("Renter"): _____ Address: _____

Contact Phone: (_____) _____ City, State, Zip: _____

Email Address: _____ Driver's License #: _____ Cabin (if applicable): _____

Motorized watercraft being rented (Maximum Passengers/Weight):

_____ Crest Caribbean Pontoon (Max 15/2,115 lbs) TX3468CL _____ Aqua Patio Pontoon (Max 15/2,098 lbs) TX5697DN

_____ Crest Caribbean Pontoon (Max 15/2,115 lbs) TX8699CD _____

Rental Term: _____ (Start Date): _____ (End Date): _____

Starting Time on Start Date: _____ Return Time on End Date: _____

Rental Rate: _____ =Total: _____

Early return will not result in a refund.

Fuel is not included in rental rates. Renter(s) acknowledges and agrees that they are responsible for all fuel used during the rental period. Cost of fuel is _____/gallon.

Cancellations must be made (8) days in advance to avoid losing deposit. Cancellations made (7) days or less before reservation date will be assessed a \$50 fee. Cancellations made within 48 or less of the rental date will be charged the full rental rate. No-shows, late arrivals, or early departures are not eligible for a refund.

_____ (Initials of Renter)

PAYMENT METHOD _____ CREDIT CARD NUMBER _____
EXP DATE _____ SEC CODE _____ NAME ON CARD _____
BILLING ADDRESS _____ (if different from above)
CITY _____ STATE _____ ZIP _____

WATERCRAFT OPERATION

Renter agrees and acknowledges that the watercraft will be operated by Renter, as named above. Renter warrants that he/she is a qualified operator of said equipment and that Renter will not allow other Users, except other qualified operators within Renter's party, to operate said equipment. Renter agrees that Renter is solely responsible for the proper use and operation of the equipment by the Renter and the Users.

Further, Renter agrees that:

- Users and Renter will abide by all Texas boating laws while using the equipment.
- Children under 13 years of age must wear a U.S. Coast Guard approved wearable PFD while underway. Underway means not at anchor, made fast to the shore, or aground.
- Users and Renter will not operate the equipment while under the influence of alcohol or drugs (including prescription and nonprescription medications that impact the operator's judgment).
- Users and Renter will not; (i) swim, jump or dive off the watercraft (swimming from a pontoon equipped with a swim ladder is

permitted, while not in motion); (ii) tie with other watercraft; (iii) sit in the middle of channel; (iv) carry passengers or property for hire; (v) tow or propel another boat; (vi) race the watercraft; (vii) use the watercraft in a negligent manner or for any illegal purpose; (xiii) use the equipment outside of Flowing Wells Resort designated area outlined on provided map (unless approved by FWR in advance and in writing); (ix) operate the watercraft after sunset; and (x) swim while the engine is running.

- Users and Renter will not beach or otherwise improperly dock the watercraft. Only those locations identified on the attached Flowing Wells map are permitted for docking. Use of all other locations and docks are strictly prohibited.
- Users and Renter will not exceed the U.S. Coast Guard Maximum Capacities Rating for persons and weights posted on the inside of the watercraft or on this agreement.
- Renter must be over the age of 25 and be the sole watercraft operator. Renters born on or after September 1, 1993 must provide evidence of having passed a boater education class or equivalency examination prescribed by the Texas Parks and Wildlife Department.

