

Chokoloskee Enterprises, Inc.

This craft rental agreement (this "Agreement") is between **CHOKOLOSKEE ENTERPRISES INC.** (the "Lessor") and,

_____ (the "Lessee"), who both agree to the following:

CRAFT SUBJECT TO RENTAL: The Lessor agrees to rent to the Lessee the following craft subject to the provisions of this agreement:

_____ (hereinafter the "Craft")

RENTAL PERIOD: This rental shall initiate at _____ on _____ (date)

This rental shall terminate in: **FL.** at _____ pm on _____ (date) (the "Rental Period")

It is understood by the parties that this Agreement shall apply either in the case the Craft is rented for the personal use of the Lessee or during the course of a guided tour, as the case may be.

THE RENTAL PERIOD: In the event Lessee should fail to return the Craft to Lessor before the expiration of the Rental Period, notwithstanding anything to the contrary the provisions of this agreement shall continue to apply and to bind Lessee until the Craft is duly returned. **SUBJECT THAT LESSEE SHALL BE LIABLE TO A PENALTY OF _____ \$ PER HOUR OF INFRACTION**, which shall be payable immediately upon receipt of the Craft by Lessor.

THE CRAFT: Lessee hereby recognizes that he/she has carefully examined the Craft and finds it in good operating condition and suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she accepts to maintain both Craft and accessory equipment in a safe, dependable condition while in his/her custody.

PAYMENT: Payment in full in the amount of \$ _____ (the "Rental Payment") shall be executed before the beginning of the Rental Period.

SECURITY DEPOSIT: In addition to the Rental Payment, Lessee shall pay a **minimum \$0.00** security deposit concurrently with the signing of this Agreement. If security deposit is made in cash, Lessee shall also provide Lessor with a valid credit card. Security deposit will be reimburse to the Lessee once the Craft will be returned to Lessor, less any expenses incurred to retrieve the Craft and/or to repair the Craft in the event any damage is caused to the Craft during the Rental Period. Should damages exceed the **minimum \$50.00** deposit, Lessee agrees to make payment in full immediately upon **CHOKOLOSKEE ENTERPRISES INC.**, presentation of an itemized repair bill. This security deposit shall not bear interest.

INHERENT DANGER: Lessee understands and agrees that craft and its operation is an inherently dangerous activity. Lessee certifies that he/she understands the rules and regulations for the safe operation of craft. Lessee further agrees not to let anyone else operate the Craft without prior knowledge and written permission from Lessor and likewise instruction on the rules and regulations for safe operation of a craft.

MINIMUM AGE: Lessee shall provide evidence that he/she is at least twenty-one years of age.

HEALTH OF LESSEE: Lessee certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else and that he/she is capable of safe operation of the Craft. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the Rental Period.

CARE AND OPERATION: Lessee agrees to keep the custody of the Craft at all time during the Rental Period and to operate the Craft only in a careful and proper manner, and to obey and comply with all laws and regulations for craft operation. Lessee shall also obey and comply with any and all instructions provided, verbally or in writing, by the tour guide, if any.

WARRANTY: Lessor provides no warranties of any kind whatsoever, express or implied, as to the Craft, it's accessory equipment or the guided tour, if any. Lessee assumes the responsibility for the condition of the Craft.

RISK OF LOSS OR DAMAGE: Lessee assumes all risks of loss or damage that may occur to the Craft arising from any cause whatsoever, and agrees to return the Craft in the exact condition it was when taken from Lessor, with the exception of normal wear and tear. Lessee agrees to return the Craft on or before the expiration of the Rental Period in the same condition it was at the beginning of the Rental Period EXCEPT AS FOLLOWS:

If the Craft is damaged or lost, Lessor shall have the option of requiring the Lessee to assume all costs for the repair of the accessory equipment or the Craft, as the case may be, or to replace the Craft or equipment with a similar craft or equipment in a similar working condition.

LESSEE agrees to use the Craft in conformity with Lessor directives, written and verbal, and not to use, nor permit the use:

- a. of the Craft for any unlawful purpose;
- b. of the Craft in a careless or negligent manner;
- c. of the Craft while under the influence of alcohol and or narcotics;
- d. by any other person than the Lessee, unless approved in writing by Lessor.

LESSEE'S RESPONSIBILITY: Lessee hereby accepts to be held responsible at all times if he/she omits to assure the safe and proper operation of the Craft and the safety and welfare of other craft operators and persons. It is **AGREED AND UNDERSTOOD BY LESSEE** that Lessor, Zerve, Inc. and the tour guide if any, shall not be held liable for loss, damages, inconvenience or time lost caused by accident, breakdown or malfunction of the Craft while rented or used in a guided tour. **LESSEE FURTHER AGREES** to indemnify and hold harmless Lessor, Zerve, Inc., its subcontractors and guides from and against any and all claims that may occurred for loss or damages arising to property or for bodily injury (including death) resulting from the use, operation or possession of the Craft. **LESSEE FURTHER AGREES** to hold LESSOR, Zerve, Inc. harmless should loss or damages occur to any of the Lessee's personal effects while carried in, or on, the Craft, including, without limitation, loss or damage caused by fire, water, theft, Act of God or any other cause whatsoever.

In the case Lessee is in default in respect of any obligation herein, Lessee hereby agrees in advance to indemnify and hold Lessor, Zerve, Inc., its subcontractors and guides harmless of, from, and against any and all loss, costs and damages in connection with the enforcing of the provisions of this Agreement, including legal costs and expenses incurred for collecting any amount due by Lessee to Lessor.

In the event of malfunction or breakdown of the Craft, or if any defect occurred while the Rental Period, Lessee shall immediately report the same to Lessor. Continued use of the Craft in any of these circumstances shall be entirely at Lessee's risk and Lessee shall then be under the obligation to assume any and all liabilities resulting from bodily injury, loss or damage caused to all persons and property that may become involved into any accident.

RESERVATION: Lessor's ability to provide the Craft, if previously reserved, is contingent upon and subject to the return of the said Craft by the previous lessee, or any other cause beyond Lessor's control.

MISCELLANEOUS: Lessor reserves the right to cancel this Agreement due to inclement or impending bad weather. Rental Payment will be prorated based on the time used. The rules and regulations as posted in the office and/or on the Craft, are for the safety and welfare of every user(s) of the Craft. Lessee certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules and regulations and any and all obligations arising from this Agreement.

LIABILITY AND INDEMNITY: Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge, the Craft owners, tour guides, **CHOKOLOSKEE ENTERPRISES INC.**, Zerve, Inc., its employees, subcontractors, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and legal costs, which Lessee or Lessee's heirs, personal representatives or assigns may have, or may claim to have, for negligence created by or arising from the use, operation, handling, or transportation of the Craft by Lessee or anyone else during the Rental Period or if Lessee or anyone else should fail to respect any of the provisions herein. Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless, Craft owners, tour guides, **CHOKOLOSKEE ENTERPRISES INC.**, Zerve, Inc., its employees, subcontractors, agents and assigns from any and all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of Lessee's operation of the Craft during the Rental Period. Lessee also agrees to pay any and all claims brought by any third party as a result of the operation and/or use of the Craft during the Rental Period.

Should any term or condition of this Agreement be held void or unenforceable, then that term or condition shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

You also agree to allow EAT to use your likeness, photos, videos, etc. in marketing, promotional and sales efforts.

Read this form completely and carefully. You are agreeing to let your minor child engage in potentially dangerous activity. You are agreeing that, even if EAT uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participation in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from EAT in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have to right to refuse to sign this form, and EAT has the right to refuse to let your child participate if you do not sign this form.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT.

LESSOR: CHOKOLOSKEE ENTERPRISES INC.

Charles Wright Name (printed) _____ Signature

LESSEE: _____
Name (printed)

SIGNATURE _____

DATE _____

EMAIL _____