

WATERCRAFT RENTAL AGREEMENT

1. AGREEMENT PARTIES

This Rental Agreement is entered into by **PrimePoint Group LLC** (referred to as "the Company"), Operating under the brand **BoatsSharing**, and the individual making the booking (referred to as "the **Renter**"). The Renter agrees to comply with the terms and conditions outlined in this agreement.

2. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings:

- "**Renter**" refers to the individual or entity entering into this Agreement who is responsible for the rental, operation, care, and return of the Watercraft in accordance with the terms of this Agreement.
- "**Watercraft**" refers to any boat, jet ski, personal watercraft (PWC), or other vessel rented under this Agreement, including all accessories, attached Equipment, and any additional items specified in the Order Summary.
- "**Equipment**" refers to any items provided with the Watercraft by the Company, including, but not limited to, life jackets, anchors, ropes, safety gear, tools, water skis, wakeboards, tubes, and other accessories necessary for water sports activities.
- "**Company**" refers to **PrimePoint Group LLC**, operating under the brand **BoatsSharing**, which is the provider of the Watercraft and related rental services under this Agreement.
- "**Rental Period**" refers to the duration during which the Renter has possession of the Watercraft, as specified in the booking confirmation or the Order Summary.
- "**Order Summary**" refers to the document provided to the Renter through the Company's booking system, containing details of the rental, including the Renter's information, pricing information, the Rental Period, the Watercraft(s) rented, list of Participants, applicable fees, and any additional terms or conditions.
- **Participant** – any guest or invitee of the Renter who joins the boating or personal watercraft (PWC) activities with the Renter during the Rental Period.
- "**Damage Deposit**" refers to the refundable amount collected by the Company from the Renter to cover potential damage to the Watercraft or Equipment during the Rental Period. The refund of the Damage Deposit is subject to the Company's inspection of the Watercraft upon its return.
- "**Waiver**" refers to the **Participant Agreement, Release, and Assumption of Risk** form that must be signed by all participants prior to engaging in any watercraft activities, acknowledging the inherent risks involved and releasing the Company from liability.

3. ORDER SUMMARY REFERENCE

The terms of this Rental Agreement are directly associated with the booking details provided in the Order Summary generated through the booking platform. The Order Summary, including the Renter's name, contact details, Rental Period, rented Watercraft(s), list of Participants, payment information, pricing information and collected Damage Deposit amount forms part of this Rental Agreement. By completing the booking and accepting the Order Summary, the Renter acknowledges that they have read and agreed to this Rental Agreement and accompanying Waiver and understands that this acceptance legally binds them to the terms outlined herein.

4. PARTICIPANTS

The Renter confirms that all Participants have signed the "**Participant Agreement, Release and Assumption of Risk**" (referred to as "the Waiver"). The Renter understands that it is his responsibility to ensure that no Participant who has not signed the Waiver boards the Watercraft. The Renter acknowledges that allowing any Participant without a signed Waiver to board the Watercraft is a violation of this agreement, and they are fully liable for any consequences arising from such non-compliance. No refund will be provided in such cases.

5. FUEL POLICY AND USE OF SECURITY DEPOSIT

If the renter selects the "**Prepaid Fuel**" option at the time of booking, **one full tank of fuel is included** with each jet ski or boat rental. No additional refueling is included under this option.

If the "**Prepaid Fuel**" option is **not selected**, the renter is responsible for the cost of fuel actually consumed during the rental period. **The rate is \$3.50 per used gallon.**

Fuel usage will be determined based on **fuel gauge readings** and/or refueling receipts and will be documented for renter review upon request.

The cost of fuel used will be taken from the renter's security deposit post-rental.

6. RENTAL PROPERTY OPERATION

The **Renter warrants** that they are qualified operator of the Watercraft(s). The Renter further acknowledges that they are aware of and will adhere to the Watercraft Safety Rules, which is an integral part of this agreement. The Renter understands and agrees that they are the **primary responsible party** for the operation of the rented Watercraft(s) during the Rental Period. The Renter may allow other Participants listed the Order Summary to operate the Watercraft(s), provided that they:

- Possess a **valid boating license** or meet the legal requirements to operate the Watercraft;
- Have been **instructed on the safety rules** and terms of this agreement;
- Operate the Watercraft **under the Renter's supervision and responsibility.**

The Renter assumes full responsibility for the actions of any Participant operating the Watercraft. The Renter agrees that any damage, injury, or legal violation caused by another Participant while operating the Watercraft will be considered the Renter's responsibility. The Renter also agrees to ensure that **no unlicensed or unauthorized individuals** operate the Watercraft during the Rental Period.

Recreational Use ONLY. The Renter agrees that the Watercraft(s) will be used exclusively as a recreational watercraft for the sole and proper use of himself, family, guests and servants during the term of this Agreement. The Renter shall not transport passengers for hire, transport cargo, or engage in any trade nor in any way violate the revenue laws, or any other laws of the United States or Navigation Limits. The Watercraft shall only be used within the Navigation Limits set by all Local, State and Federal laws and US Coast Guard regulations. Violation of these limits shall be considered as a theft of the Watercraft and treated accordingly.

Running Expenses. The Renter agrees to pay all running expenses during the Rental Period, including but not limited to:

- dockage and consumable goods and any other expenses necessary to maintain the Watercraft(s) and its occupants in good order during the Rental Period;
- Fuel;
- The repair of any damage to the Watercraft(s) incurred during the Rental Period.

Location of Safety Equipment. The Renter acknowledges that they have read and understood the information about the location of the safety equipment in the Watercraft(s). This information is available in the Watercraft Safety Rules, which is an integral part of this agreement. The Renter will not, at any time, permit any person(s) to use, operate, or be carried in the Watercraft(s) without an approved personal floatation device if required by the law. A personal floatation device is provided for each person on board.

Compliance With Laws. The Renter shall ensure compliance with all Local, State and Federal laws and US Coast Guard regulations during the Rental Period as well as the laws and regulations of any jurisdiction into whose waters the Watercraft(s) shall enter during the course of this Agreement. If the Renter or any Participant shall commit any offense contrary to the laws and regulations of any jurisdiction which results in the Watercraft(s) being detained, arrested, seized or fined, the Renter shall indemnify the Company against all loss, damage and expense incurred by the Company as a result and the Company may, by notice to the Renter, terminate this Agreement forthwith. The Renter shall be liable for fines, penalties, damages and forfeitures as a result of negligence or intentional acts of Renter or Participants, and Renter shall indemnify, hold harmless and defend Company for such acts.

Alcohol and Drugs. The Renter warrants and agrees not to operate the Watercraft(s) nor allow the Watercraft(s) to be operated by any operator that is under the influence of alcohol or drugs. Zero Tolerance for Drugs or Contraband. The Renter acknowledges and has been informed of the U. S. Coast Guard's policy of "zero tolerance" of drugs aboard Watercraft(s) and warrants to Company that there will be no illegal drugs or other contraband brought aboard the Watercraft(s) at any time during the Rental Period or extension thereof. The Renter further agrees to fully indemnify the Company for any losses the Company suffers in the event that the Renter breaches this covenant. The Renter further agrees to indemnify the Company from any and all losses, fines, penalties, damage, and any other type of loss, including legal fees and costs through the appellate level, incurred by Company in defending any action brought against the Company by a governmental agency, whether local, state, Federal, or foreign as a result of the violation of any governmental regulation or contraband laws.

No Beaching. The Renter shall not beach or allow the Watercraft(s) to be beached at any time during the Rental Period as this significantly increases the risk of debris entering the impeller, potentially causing serious damage.

No Watercraft operation allowed from dusk to dawn.

Watercraft Survey / Inspection. If the Renter desires, as part of this Agreement, Renter may request a survey of the Watercraft(s) at Renter's expense to take place before the Rental Period and again at the end of the Rental Period to assess the Watercraft(s)'s condition, or Renter may waive this right.

The Renter acknowledges that they have the right to visually inspect the Rental Watercraft(s) upon receiving it. The Renter may document any pre-existing damage by submitting geotagged pictures or videos to booking@boatssharing.com prior to operating the Watercraft. This documentation must be submitted before the Rental Period begins. Failure to submit such documentation in a timely manner will be considered acceptance of the Watercraft's condition as is. The Renter agrees that they may be held responsible for any damages not documented and reported before operating the Watercraft.

Watersport activities. The Renter is aware that the watersport activities are inherently dangerous. In the event of any swimming, SCUBA diving, snorkeling, tubing, waterskiing, or wakeboarding from the rented Watercraft(s) during Rental Period, Renter held full sole responsibility for all the the potential injuries or damages or death. The Renter confirms that they

and all the Participants have appropriate medical insurance to cover any medical expenses in the event of injury or damage, and further agrees that under no circumstances will require compensation for damages, losses, injuries or death caused by watersport activities from the Company, regardless of whose equipment was used for these activities.

Watercraft Weight Limit / Capacity. The Renter agrees that the maximum number of passengers aboard the Watercraft and their weight at any time will not exceed the lesser of the maximum passenger or weight capacity indicated on any safety warning signs displayed on the Watercraft.

Watercraft(s) Usage Tracking. The Renter agrees that the Company is authorized to track the location and movements of the Watercraft(s) during the Rental Period through the use of electronic tracking devices. The Renter acknowledges that such tracking is conducted for the purposes of ensuring the safety and security of the Watercraft, as well as enforcing compliance with the terms of this Agreement

6. LIABILITY

Operator Eligibility and Responsibility

The **Renter certifies** that they are legally eligible to operate the rented boat and/or jet ski, either because they are exempt from licensing requirements or possess a valid boating license, certificate, or deferral.

The **Renter accepts** full responsibility for compliance with all applicable laws and acknowledges that the Owner is not responsible for verifying eligibility.

The Renter assumes all liability for any damages, injuries, or penalties arising from improper or unauthorized operation, and releases the Owner from any related claims.

The Renter shall be solely liable for any and all claims of any kind arising out of or related to this Agreement and the Renter's use of the Watercraft, howsoever caused except those due to gross negligence or intentional conduct of the Company.

The **Waiver** is an integral part of this Agreement and must be signed by each Participant prior to using the Watercraft. The Renter is responsible for ensuring that all Participants sign the Waiver before engaging in any activities involving the Watercraft. Failure to obtain signed Waivers from all Participants may result in the Renter being held personally liable for any incidents involving non-signing Participants. The Renter also understands that failure to ensure the Waiver is signed by all Participants will be considered a violation of this Agreement, which may result in the Watercraft not being provided and no refund being issued.

Damages to the Equipment

The Renter is required to pay a security deposit for each rented Watercraft. This deposit will be applied towards the cost of repairing any and all damages to the Watercraft(s). The security deposit will be returned 48 hours after the Rental Period is completed, provided there is no damage to the Watercraft. If the cost of damages exceeds the Damage Deposit, the Renter agrees they are fully responsible for the remainder of the costs incurred to repair, excessive cleaning or replace the equipment to the same condition as the time the Rental Agreement was started.

Should any damages exceed the Damage Deposit, Company will provide an itemized repair bill, including lost rental time (Only applies to rental time begins with the date of the itemized repair bill and stops when the unit is once again available for rental). The itemized repair bill including lost rental time must be paid in full upon Renter's presentation of the bill. The security deposit shall not bear interest. Renter shall be responsible for damages at and beyond the Damage Deposit, in this case payment might be charged from Renter's credit card. The Renter agrees to

immediately report any accident, loss or damage to the Company and further agrees to cooperate and provide written and/or verbal statements to the Company representative.

Please be aware. While the number of potential issues is limited, the costs of repairs can be significant. For example, damage to the impeller caused by debris being sucked in can result in repair costs of several hundred dollars. More serious damage, such as engine failure due to overheating caused by debris, can result in costs of several thousand dollars.

Theft or Loss

In the event of theft or loss of the Watercraft(s) or any additional Equipment provided with the leased Watercraft, the Renter shall be fully responsible for the replacement value of the items. In the case of abuse, misuse, or damage to the Watercraft or Equipment, the Renter will be charged for the necessary repairs or replacement of the affected items

Insurance

The Commercial Liability Insurance Policy provided by the Company is subject to the following requirements:

- Participant Registration: All Participants must be listed in the Rental Agreement.
- Waiver Requirement: All Participants must sign the "Participant Agreement, Release, and Assumption of Risk" form provided by the Insurer's risk management department. Any Participant under the age of eighteen (18) must have the Waiver signed by their parent or legal guardian.
- Protective Wetsuit Requirement for Personal Watercraft (Jet Ski):
If a personal watercraft (jet ski) is rented, all Participants must wear a wetsuit bottom or clothing that provides equivalent protection to prevent severe internal injuries that can occur if water is forced into body cavities as a result of being near the jet thrust nozzle.
- If a Participant refuses to wear a wetsuit bottom or equivalent protective clothing, they must sign the Protective Wetsuit Refusal form approved by the Insurer.
- Exclusion of Equipment Coverage: The rented Watercraft(s) and additional Equipment are not covered under the Commercial Liability Insurance Policy. The Renter agrees to be fully responsible for any damage, loss, or theft of the Watercraft(s) or Equipment during the Rental Period, including any associated repair or replacement costs.

Repairs and service calls

The Renter acknowledges and understands that the Company cannot guarantee against mechanical failures of the Rental Equipment during the Rental Period, even if the Watercraft(s) were in good working condition during the inspection and check-out process. The Renter agrees to immediately notify the Company of any defective or non-working units. The Company will make every reasonable effort to repair or replace defective units as quickly and efficiently as possible.

Repairs due to normal wear and tear on the Watercraft(s) will be handled by the Company at no additional cost to the Renter. However, if a repair person is called to inspect or repair the Rental Watercraft(s) and it is determined that the equipment is in working order and the issue was caused by the Renter's oversight, neglect, or misuse, the Renter agrees that the cost of the service call may be deducted from the security deposit. If the security deposit is insufficient to cover the cost, the Renter agrees to pay the remaining balance.

Loss of the Renter's and Participant's property

It is expressly agreed that the Company shall not be liable for the loss of or damage to any personal property belonging to the Renter or any Participant during the Rental Period or for any property left or stored in or upon the Watercraft or Equipment after it has been returned to the Company. The Renter agrees to hold the Company harmless from and against any such claims, including claims for lost, stolen, or damaged personal property.

8. RETURN OF THE EQUIPMENT

The Renter acknowledges and agrees to return the Equipment to the agreed-upon location at the agreed-upon time on the end date of this Agreement. Any changes to the return location or time must be mutually agreed upon by both parties through written communication. Text messages, emails, or other forms of written communication confirming such changes will form an integral part of this Agreement.

9. ARBITRATION, APPLICABLE LAW & VENUE.

Any controversy or claim arising out of or relating to this Agreement, including any breach thereof, shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. This Agreement shall be governed by the United States General Maritime Law, or, where Maritime Law is silent, by the laws of the State of Texas. The venue for any arbitration or legal proceeding shall be Denton County, Texas, unless otherwise agreed in writing by the parties.

10. ENTIRE AGREEMENT

The Renter and the Company acknowledge that this Agreement constitutes the full and complete understanding between the parties regarding the subject matter contained herein. There are no oral, written, or implied agreements, representations, or warranties that are not expressly set forth in this Agreement. This Agreement supersedes all prior agreements, discussions, negotiations, or understandings, whether written or oral, relating to the subject matter herein.

The parties further agree that this Agreement may only be modified through a written amendment or memorandum signed by both parties.

Renter confirms that Renter has reviewed the entire Rental Agreement, including the Waiver, and agrees to be bound by its terms.

Renter acknowledges that Renter has read, understood, and agreed to the terms and conditions outlined in this Rental Agreement, which are binding upon execution.

BoatsSharing contacts:

Site: boatssharing.com

Phone: (945) 304-9277

E-mail: booking@boatssharing.com

WATERCRAFT SAFETY RULES

1. GENERAL SAFETY RULES

- Do not enter the water without wearing a **lifejacket**, turning off the engine, and removing the key.
- Maintain a **safe speed** at all times and **drive defensively** by monitoring your surroundings.
- Avoid **aggressive maneuvers** such as sharp turns, donuts, or high-speed spins.
- Always maintain a **safe distance** from other watercraft, objects, and people.
- **Avoid shallow areas** to prevent damage to the Watercraft and impeller.
- Follow **local navigation laws, regulations, hazards, and markers** to avoid accidents.
- Conduct a **head count** before starting the engine to ensure all Participants are accounted for.
- **Remain seated** while the Watercraft is in motion.
- **Do not sit** on the bow, sides, or stern of the Watercraft.

2. WATERCRAFT HANDLING RULES

- **Watercraft do not have brakes** – stopping the engine will not immediately stop the Watercraft.
- **Steering control is lost** when the throttle is released or when the engine is shut off.
- Never **apply throttle** if any Participants are in the water near the Watercraft.
- **Loose items** (such as ropes, clothing, hair, or stones) can be sucked into the jet drive intake, causing damage or injury.

3. TOWING SPORTS SAFETY

- **Lifejackets are mandatory** for all water activities, including tubing, wakeboarding, and skiing.
- Follow the **recommended speed limits** for each towing activity.
- Keep a **safe distance** from other watercraft, objects, and people at all times.

4. PERSONAL WATERCRAFT (PWC) SAFETY

- **Review all safety stickers and content** provided by the Company and the manufacturer before use.
- **Wetsuit bottoms are required** to prevent severe internal injuries caused by water being forced into body cavities by the jet thrust nozzle.
- **No horseplay is allowed** – this includes spraying or splashing others and wake or wave jumping.
- In the event of a **PWC capsizing**, the Watercraft must be righted strictly as quickly as possible in accordance with the manufacturer's instructions, indicated on the underside of the unit.

5. REFUELING SAFETY

- **The Renter is responsible** for ensuring that refueling is conducted safely and in compliance with all local, state, and federal laws, as well as U.S. Coast Guard regulations.
- Use the **engine blower** (if applicable) before starting the engine after refueling to prevent any fuel vapors from igniting.

6.SAFETY EQUIPMENT

Each Watercraft is equipped with the following safety equipment, which must be used in accordance with applicable laws and regulations:

1. **Personal Flotation Devices (PFDs/Lifejackets)**

For **boat rentals**: PFDs are located under the seats.

For **Personal Watercraft (PWC) rentals**: PFDs are provided directly to the Renter.

Mandatory Use: All Participants must wear a PFD at all times while operating or riding on a PWC.

Jet Boat Requirement: Children under 13 years of age must wear a PFD at all times while onboard the boat.

2. **Lanyard / Engine Cut-Off Switch**

Must be worn by the operator at all times to ensure the engine stops in case the operator falls overboard.

3. **Whistle**

The whistle is attached to the key fob and must be used in emergency situations to signal for help.

4. **Fire Extinguisher**

Located under the seats or inside the console of the boat. The fire extinguisher must be readily accessible and in good working condition at all times.

5. **Throwable Device**

The throwable device must be used in emergency situations to assist a person in the water.

ACKNOWLEDGMENT

The Company has provided the Renter with access to all necessary safety materials, including written instructions, video tutorials, and guidelines on operating the Watercraft safely. These materials cover safety protocols, navigation limits, applicable laws, and emergency procedures. The Renter confirms that he has reviewed all provided materials through the Company's website and clarified any questions before the start of the Rental Period.

The Renter confirms the following safety-related acknowledgments:

Instruction and Self-Training: The Renter confirms that he has reviewed all safety instructions, video tutorials, and operating guidelines provided on the Company's website or in person. The Renter acknowledges that it is his responsibility to understand these instructions and to operate the Watercraft in compliance with all applicable laws and safety protocols.

Participant Waivers: The Renter confirms that all Participants listed during the booking process have signed, or will sign, the Participant Agreement, Release, and Assumption of Risk (Waiver) form prior to the start of the Rental Period. The Renter acknowledges that no additional Participants will be permitted to board the Watercraft without signing the Waiver.

Prohibition of Intoxicated Operation: The Renter understands that the operation of the Watercraft is strictly prohibited by anyone under the influence of alcohol, legal drugs, or illegal substances.

Nighttime Operation Prohibition: The Renter understands that the operation of the Watercraft is not permitted between dusk and dawn.

Emergency Procedures: The Renter confirms that he has reviewed the emergency procedures provided by the Company, including the use of safety equipment and emergency contact numbers. The Renter acknowledges that it is his responsibility to follow these procedures in the event of an incident.

Opportunity for Questions: The Renter acknowledges that he has been provided with the opportunity to contact the Company to clarify any questions regarding the safe operation of the rented Watercraft prior to the start of the Rental Period.

Renter confirms that renter has reviewed all safety materials provided by the Company through its website, including written instructions, video tutorials, and emergency procedures. Renter acknowledges that Renter is fully responsible for the safe operation of the Watercraft in compliance with the safety guidelines provided and applicable laws. Renter understands that failure to adhere to these safety protocols may result in the immediate termination of the rental without a refund.

Renter understands and agrees that by signing this Acknowledgment, Renter releases the Company (PrimePoint Group LLC), its owners, employees, and agents from any and all liability, claims, demands, or causes of action that may arise from my use of the Watercraft, including but not limited to personal injury, property damage, or death, whether caused by negligence or otherwise.

Renter acknowledges that renter is solely responsible for my safety and the safety of all Participants during the rental period. Renter further agrees to indemnify and hold harmless the Company from any claims or legal actions brought by third parties as a result of renter's use of the Watercraft.