

1. No reservation is confirmed until we (Sea Horse) have received a deposit & you (renter) have received a written confirmation.
2. We must have your name, phone number, e mail address (or fax number), credit card number, boat size/type, pickup location, arrival & return date & time, location where you will be staying in Abaco, ** See Note 1 **.
3. To reserve a boat ahead of time you must book for a minimum of 3 consecutive days, we cannot reserve boats for just one or two days way in advance, however see below for our short term rentals policy.
4. Reservations for boat pickup & return on Sundays during the Discount periods are subject to certain availabililitys.
5. With your reservation you are committing to the specified dates, should you wish to change your reservation certain fees & restrictions may apply. If you decide you don't wish to use the boat because of what you deem "bad weather" you will still be financially responsible for the above commitment. If the weather is too "bad" for safe boat operation (usually 20 + MPH) & you contact us you will not have to pay for that day.
6. ½ day rentals only on that day & only after 11:30 AM in the busy season. Price is 35% off the 1 day rate (plus 35% more in discount period).
7. 1-2 day rentals only on that day (or arranged the day before) either by phone or walk-in. You pay in full, in advance, with no refund, unless we can get another renter for the same time period.

**** NOTE # 1: No reservation if you are staying at Green Turtle Cay or Treasure Cay as these locations are OUTSIDE our allowed cruising area. Guana Cay OK only if you have GOOD docking for the boat with GOOD protection from the weather.**

Deposits Policy

Deposits are non-refundable unless you contact us 4 weeks or more ahead of the rental period. Should you need to cancel/change plans with less than 4 weeks till your reservation we can: [A] Apply the full amount of your deposit to a future rental or [B] Refund you if we can obtain a similar rental for your reserved time period. For any rental that falls within an Official Storm Warning Period (Hurricane) we will refund your deposit in full.

Rental Agreement Terms

This Rental Agreement consists of the terms & conditions listed below, the separate rental document signed by the renter & any return document with the final charges (Agreement). This Agreement is for the rental of the boat described on the separate rental document & includes all its equipment, accessories, parts & keys (boat). This agreement is between the person signing this Agreement (You or your) & Sea Horse Boat Rentals Company Limited (Sea Horse). You agree to all terms & conditions, both written & printed, of this Agreement.

[A] Nature of this Agreement

You guarantee that the boat will be operated as required by this agreement. Except for ordinary wear & tear, You must return the boat in the same condition You received it, to the Sea Horse location on the return date & time noted, or earlier if requested by Sea Horse & pay all fees & charges due under this agreement, even if you did not specifically authorize the driver of the boat to incur the charges. You agree to dock, anchor or secure the boat & equipment as

appropriate to prevent damage to the boat, motor & equipment & / or dock, other boats or property as a result of existing or changing weather conditions. You agree to defend, indemnify & hold Sea Horse harmless from & against any & all loss, liability or damages whatsoever, caused by or arising out of the maintenance , use or operation of the boat during your rental. You will not repair the boat without the consent of Sea Horse. Further You agree to stop operating the boat should the Tachometer warning lights become illuminated during the rental period & You agree to inform Sea Horse of the problem as soon as possible. You further agree not to tamper with the boat's hour meter. The boat is in good overall condition with no apparent defect.

[B] Who may operate the boat?

The boat may only be operated by an Authorized Driver (You) Under this Agreement an authorized driver is the person whose signature appears on this Agreement as primary renter & any additional person who appears at the time of the rental & signs this Agreement. An authorized driver must satisfy the age requirements of Sea Horse, have a valid Government issued photo identification & fulfill other rental requirements. You must present a valid credit card at the time of the rental. By signing this Agreement You represent You are a capable boat driver 25 years of age or older. You further agree to operate the boat in accordance with all the rules & regulations controlling the operation of boats in the Bahamas. The primary renter is primarily liable for all charges relative to this Agreement. If the primary renter directs a billing to another person, firm or organization including a credit card issuer & such party upon being so billed fails to make payment, primary renter shall promptly pay said charges.

[C] Damage or loss

YOU ARE ABSOLUTELY LIABLE FOR ANY LOSS OF OR DAMAGE TO THE BOAT, EVEN IF SOMEONE ELSE CAUSED IT OR THE CAUSE IS UNKNOWN, WHETHER DUE TO STORM, SINKING, THEFT, VANDALISM, FIRE, OR ANY OTHER CAUSE WHATSOEVER. YOUR LIABILITY WILL NOT EXCEED THE FULL VALUE OF THE BOAT, ACTUAL TOWING & STORAGE CHARGES, LOSS OF USE & REASONABLE ADMINISTRATION FEES. IT IS YOUR RESPONSIBILITY TO CHECK THAT THE BOAT IS UNDAMAGED PRIOR TO YOUR DEPARTURE. NO REPRESENTATION OF PRIOR DAMAGE WILL BE CONSIDERED UNLESS SUCH DAMAGE IS INDICATED AT THE START OF THE RENTAL & NOTEED ON THIS AGREEMENT.

[D] Insurance

1. Sea Horse agrees to waive Your responsibility for loss or damage to the boat if you purchase insurance (subject to the terms of the insurance option purchased) & sign or initial acceptance of this optional item at the beginning of the rental. Any use of the boat in violation of section E of this Agreement will make you fully liable for all loss or damage including attorney's fees even if insurance was purchased. The insurance policy covers the boat & motor only when used in compliance with the terms & conditions set out in this Agreement. The insurance does not apply to any personal injury arising from the use of any of Sea Horse's equipment & You further agree to indemnify & hold harmless Sea Horse, its principals, employees & agents against all injury of any kind which may occur to any person or property arising directly or indirectly howsoever during Your rental of the boat, motor & equipment.

2. You may choose the "No Insurance" option at the beginning of Your rental period & by doing so You understand that with Your signature on this Agreement You acknowledge that You will be completely liable for the boat, motor & equipment listed on the Agreement (ranging in value from \$15,000 to \$60,000) & should any damages occur during your rental period You will be required to pay cash in full for all damages or replacement of equipment regardless of fault. Sea Horse is authorized to notify & release information to the Royal Bahamas Police Force, Ministry of Fisheries, Bahamas Court system or any Government Agency relating to Your use of the boat.

[E] Prohibited uses of the boat

The boat may not be used: (1) After sunset or before sunrise, (2) On the Atlantic Ocean side of the Cays excluding Fowl & Johnnies Cay area, (3) To go no further North than the North end of Great Guana Cay or no further South than Little Harbour, (4) To pull or tow anything, (5) While the driver is under the influence of alcohol or drugs, (6) For any illegal purpose, (7) In a race or similar type contest, (8) To cause damage to the boat intentionally, or by willful, reckless or wanton misconduct, (9) By anyone other than an authorized driver. For the purposes of this Agreement willful or wanton misconduct includes, but is not limited to the following conduct or use: (A) If the boat is used in violation of the Bahamas Fisheries Regulations, (B) If the boat is improperly loaded or used to transport weight exceeding the boats maximum capacity, (C) If you rent a Sea Horse boat without knowing how to properly & safely operate such a boat, (D) If the operator of the boat allows passengers to sit on the bow or sides of the boat while underway. ANY PROHIBITED USE OF THE BOAT VIOLATES THIS AGREEMENT & VOIDS OR DEPRIVES YOU OF BENEFITS, PROTECTION & OPTIONAL COVERAGES, IF ANY, TO WHICH YOU WOULD HAVE OTHERWISE BEEN ENTITLED UNDER THIS AGREEMENT. FURTHERMORE, NEGLIGENCE WHICH RESULTS IN THE LOSS OR DESTRUCTION OF THE BOAT SUCH AS FAILURE TO SECURE THE BOAT PROPERLY OR FAILURE TO SAFEGUARD THE BOAT KEYS WILL RESULT IN THE VOIDING OF ANY OPTIONAL COVERAGE & LEAVE YOU WITH THE FULL RESPONSIBILITY FOR THE VALUE OF THE BOAT, MOTOR & EQUIPMENT.

[F] Payment of charges

1. If you pay for the charges with a credit card, You consent to the reservation of credit with the card issuer for the amount specified in the rental Agreement upon Your signature. You will willingly sign & leave blank a credit card slip, for the purpose of security during your rental period. You consent to allow Sea Horse to be able to charge Your account in the event of your absence all agreed upon rental fees & other charges relating to Your rental. You further give

Sea Horse “after the fact permission” to charge your credit card for any & all rental fees, gasoline & oil, or damages occurring to boat, motor & equipment during Your rental period.
2.

All charges are subject to final audit. If errors are discovered, You will pay the corrected amount due. If You agree to make payment with a credit card, Sea Horse is authorized to correct the charges with the card issuer. 3. It is Sea Horse policy not to accept checks.

[G] Calculating the rental charges

1. You agree to pay Sea Horse the time & Rates on the separate rental document & boat & equipment check sheet. Daily rates are based on a twenty four hour day beginning at the time of the reservation You made. The boat is to be returned to the Sea Horse location You agreed upon at the beginning of Your rental. If You are unable to return the boat, Sea Horse will pickup the boat upon notification of same. You may be required to pay a pickup charge. You are fully responsible for the boat until Sea Horse has taken possession of the boat. The minimum charge is one rental day plus gas & oil.

2. A refueling fee may apply for all fuel & oil not replaced at the time of the return & will be based on the hours used or the amount of gallons of gas to refill the tank times the rate stated on this Agreement.

3. You will pay the charges for the optional items You selected at the beginning of the rental, such as insurance, at the daily rate for each full or partial day you keep the boat.

4. Sea Horse reserves the right to access damages, including, but not limited to, damages found on the boat returned via Sea Horse’s after hours check in system &/or other justifiable charges incurred for violation of this agreement. You agree to pay a reasonable fee for cleaning the interior of the boat for excessive stains or dirt attributable to Your use.

5. You will accept & pay any appropriate service charges for services required as a result of Your carelessness or neglect, or for service required outside our normal business boundaries.

6. You will pay all costs & expenses of any kind incurred by Sea Horse to collect any

amounts due under this Agreement. This includes, but is not limited to costs & expenses to regain possession of the boat & attorney's fees, plus actual costs to repair the boat (where applicable), storage costs & administrative expenses.

[H] Renters Third Party liability Responsibility

You agree that You &/or Your insurance company will be responsible for handling, defending, & paying all third party claims for bodily injury, death or property damage caused by or arising from the use or operation of the boat during the rental & You & any additional authorized driver(s) agree to defend, indemnify & hold Sea Horse harmless from & against any & all such third party claims. If Sea Horse is required by law to provide third party protection in spite of the terms of this agreement, it shall be secondary over & above any coverage provided to You or any additional drivers or passengers under all other policies of insurance, whether such policies are primary or excess policies &, if so imposed, shall only provide such protection in excess of all other coverage in an amount necessary to satisfy the minimum limits required by applicable law or statute.

[I] Handling damages & other occurrences

1. In the event of an accident causing damage to the boat or motor You must contact Sea Horse as soon as possible. FAILURE TO REPORT AN ACCIDENT OR INCIDENT, HOWEVER MINOR, WILL VOID ALL COVERAGES & RENDER YOU LIABLE FOR ALL DAMAGES. Sea Horse reserves the right to a reasonable time allowance for the purpose of obtaining costs estimates with relation to any damages to the boat or motor. Sea Horse reserves the right to refuse the granting of a replacement boat to any renter who has had an accident, breakdown or who has violated the law.

2. In the event of a mechanical problem with the boat or motor You will contact Sea Horse as soon as possible. You will not attempt to execute any repairs unless instructed to by an authorized representative of Sea Horse.

[J] Other provisions

1. Regardless of fault, Sea Horse is not responsible for any loss or damage to any property left in the boat or on any of Sea Horse's premises, or for any loss of time, expenses, or any other loss occurred by You due to mechanical breakdown, accident or any other cause, whether or not said loss or damage was caused by or related to the negligence of Sea Horse, its principals, employees or agents. You hereby assume all risk of loss or damage & agree to defend, indemnify & hold Sea Horse harmless from all claims arising out of such loss or damage. ANY CLAIMS YOU MAY MAKE AGAINST Sea Horse will be settled in a Bahamian Court of law, if needed.

2. You agree to return the boat on the due back date & time, or upon Sea Horse's demand, if sooner. Further You agree that Sea Horse may repossess the boat at any time at your expense for just cause. In no event may you keep the boat longer than twenty eight days unless You execute another rental Agreement which will be separate & apart from this Agreement.

3. You may not sublet the boat, nor may You transfer or assign this Agreement.

4. No term of this Agreement may be waived or changed, except by a written Agreement signed by an authorized representative of Sea Horse. No modification may be made to this Agreement unless in writing signed by both parties.

5. You will be provided with a set of key(s) which are to be surrendered upon demand. You are responsible for the replacement of lost or broken keys.