

# BOAT RENTAL AGREEMENT

TX Boat Rental · A Living My Best Life LLC Company  
Lake Travis, Austin, Texas

All rental prices below include Texas State & Local Sales Tax (8.25%).

## 1. Rental Details

<b>Renter Name</b>	_____
<b>Phone Number</b>	_____
<b>Email Address</b>	_____
<b>Date of Rental</b>	_____
<b>Rental Duration</b>	<input type="checkbox"/> 3 Hours (\$643.01) <input type="checkbox"/> 4 Hours (\$820.54) <input type="checkbox"/> 6 Hours (\$1,175.60) <input type="checkbox"/> 8 Hours (\$1,491.69)
<b>Multi-Day Rental</b>	<input type="checkbox"/> Multi-Day Rate (\$1,299.00/day) — Number of Days: _____
<b>Departure Time</b>	_____
<b>Return Time</b>	_____
<b>Departure Location</b>	<input type="checkbox"/> Lake Travis (Standard) <input type="checkbox"/> Lake Austin (+\$270.63 Delivery Fee)
<b>Number of Guests</b>	_____ of 12 max
<b>Captain Add-on</b>	<input type="checkbox"/> Yes — Add a Captain (+\$270.63) <input type="checkbox"/> No — Self-Drive
<b>Optional Add-ons</b>	<input type="checkbox"/> Ice Chest w/ Ice (\$27) <input type="checkbox"/> Floating Tube (\$55) <input type="checkbox"/> Lily Pad (\$55)
<b>Pet Fee</b>	<input type="checkbox"/> Bringing pet(s) — Add \$100 pet fee
<b>Total Rental Fee</b>	\$ _____
<b>Refundable Security Deposit</b>	\$1,000.00 (not subject to sales tax)
<b>Total Amount Paid</b>	\$ _____

Renter Initials: \_\_\_\_\_

## 2. The Vessel

The vessel subject to this Agreement is:

<b>Make / Model</b>	Harris Grand Mariner
<b>Engine</b>	Mercury V10 Outboard
<b>Maximum Capacity</b>	12 Passengers
<b>Hull Identification Number (HIN)</b>	HAMP1764J324
<b>Registration No.</b>	TX 6054 KU
<b>Home Lake</b>	Lake Travis, Austin, TX

Renter Initials: \_\_\_\_\_

## 3. Required Short-Term Watercraft Insurance

Short-term watercraft liability insurance is MANDATORY for this rental. TX Boat Rental does not provide liability insurance coverage for renters or passengers. The Renter must purchase per-trip watercraft liability coverage from

Buoy (buoy.rent) — or another qualified marine insurance provider with comparable coverage — prior to the rental date.

**Proof of Coverage Required:**

- A copy of the active policy, declarations page, or coverage confirmation must be emailed to bookings@txboatrental.com no later than 24 hours before the scheduled rental departure.
- The policy must be active and cover the full rental period.
- Coverage must include liability for bodily injury, property damage to third parties, and watercraft physical damage.
- TX Boat Rental reserves the right to cancel the rental, with no refund of the rental fee, if proof of insurance is not received in advance or if the policy does not meet the requirements above.

*Buoy offers fast online quotes and per-trip coverage at buoy.rent. The Hull Identification Number above (HIN: HAMP1764J324) will be required when purchasing your policy.*

**Renter Initials:** \_\_\_\_\_

**4. Payment Terms**

Full payment is required at the time of booking to secure the rental reservation. Bookings are not confirmed until full payment has been received and a confirmation email has been sent by TX Boat Rental. All listed rental prices are inclusive of Texas State and Local Sales Tax (8.25%); the refundable security deposit is not subject to sales tax.

**Security Deposit:**

A refundable security deposit of \$1,000.00 is required and will be collected at or prior to departure. The security deposit will be refunded within 5 business days following the rental, provided the vessel is returned on time, undamaged, in clean condition, with a full fuel tank or with fuel cost reimbursement (see Section 5), and all optional add-on items returned in original condition. Any damage charges (see Section 12 Damage Charges Schedule), fuel charges, excessive cleaning required, late return fees, missing or damaged add-on items, pet hair cleaning, or other costs will be deducted from the deposit.

*Accepted Payment Methods: Stripe (credit/debit card via secure payment link).*

**Renter Initials:** \_\_\_\_\_

**5. Fuel / Gas Policy**

Fuel is NOT included in the rental fee. The vessel will be provided with a full fuel tank at departure. The Renter is responsible for all fuel consumed during the rental period.

**At the conclusion of the rental, the Renter has two options:**

- Option A — Return the vessel with a full fuel tank. Renter must provide a fuel receipt dated the same day as the rental return.
- Option B — Return the vessel with less than a full tank. TX Boat Rental will refuel the vessel at the nearest marina, and the actual fuel cost (documented by receipt, which will be provided to the Renter) will be deducted from the security deposit. A small refueling service fee may also apply and will be disclosed at check-out.

*TX Boat Rental will document the fuel gauge level via photograph at both departure and return. Renter acknowledges and agrees to this documentation procedure.*

**Renter Initials:** \_\_\_\_\_

## 6. Optional Rental Add-ons

The following optional add-on items may be added to any rental for an additional fee (prices include Texas Sales Tax):

- Ice Chest with Ice — \$25.00
- Floating Tube — \$50.00
- Lily Pad — \$50.00

*All add-on items must be returned in the same condition as received. Lost, stolen, or damaged items will be charged at replacement cost plus a \$25 service fee and deducted from the security deposit. Receipt will be provided.*

Renter Initials: \_\_\_\_\_

## 7. Pet Policy

Pets are permitted on board subject to the following conditions and fees:

- Pet Fee: \$100 per rental (regardless of number of pets), payable at booking. This is in addition to the rental fee and security deposit.
- If pet hair is left on the vessel at the conclusion of the rental and requires additional cleaning, an additional cleaning fee of \$100 will be deducted from the security deposit.
- Pets must be supervised at all times. Renter is fully responsible for any damage caused by pets, including upholstery damage, chew damage, or stains, and such damage is in addition to the cleaning fee above.
- Pet waste must be properly disposed of. Failure to clean up after a pet will incur additional cleaning fees.
- Pets that pose a safety risk to passengers or are uncontrolled may result in the rental being terminated without refund.

Renter Initials: \_\_\_\_\_

## 8. Cancellation & Refund Policy

- Cancellation 7 or more days before the rental date: Full refund minus a \$50 processing fee.
- Cancellation 3–6 days before the rental date: 50% refund of the rental fee. Security deposit fully refunded.
- Cancellation less than 72 hours before the rental date: No refund of the rental fee. Security deposit fully refunded.
- No-show on day of rental: No refund.
- Cancellation by TX Boat Rental due to unsafe weather, mechanical issue, or failure of Renter to provide proof of insurance per Section 3: Full refund or reschedule at Renter's option (except where Renter is at fault).

*Weather Policy: TX Boat Rental reserves the right to cancel or postpone any rental due to unsafe weather conditions, including but not limited to high winds, lightning, severe storms, or LCRA lake closures. In such cases, a full refund or reschedule will be offered.*

Renter Initials: \_\_\_\_\_

## 9. Operator Requirements & Texas Law

The following requirements apply to any person operating the vessel:

- Texas law requires any person born on or after September 1, 1993 to carry a valid Boater Education Certificate when operating a motorized vessel. Renter must provide proof of certification before departure if applicable.
- Renter must be at least 21 years of age to rent the vessel.

- Renter and EVERY approved operator must possess a valid government-issued driver's license. A clear, legible copy of each operator's driver's license must be provided to TX Boat Rental prior to departure (email to bookings@txboatrental.com or present in person at check-in). Copies will be retained for our records.
- Only persons listed as approved operators below — and on file with TX Boat Rental — may operate the vessel at any time. Operation by any unauthorized person is grounds for immediate termination of the rental, forfeiture of the entire security deposit, and additional liability.
- If the Captain Add-on is selected, the hired captain will operate the vessel for the duration of the rental and the Renter shall not take the helm.

**Designated Sober Operator Requirement:**

At all times while the vessel is in operation, at least one named, approved operator on board must remain completely sober — meaning zero consumption of alcohol, cannabis, or any other impairing substance for the duration of the rental. The Designated Sober Operator must be identified before departure and is the only person who may take the helm if the original operator becomes impaired or otherwise unable to operate the vessel. The Renter agrees that operating the vessel under the influence is grounds for immediate termination of the rental, forfeiture of the security deposit, full liability for any damages, and reporting to local authorities (Boating While Intoxicated is a criminal offense in Texas).

**Approved Operator(s):**

1. Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Designated Sober Operator

2. Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Designated Sober Operator

3. Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Designated Sober Operator

**Renter Initials:** \_\_\_\_\_

**10. Renter Responsibilities**

- Renter is responsible for the safe operation of the vessel and the conduct of all passengers for the duration of the rental.
- Renter agrees to comply with all LCRA regulations, TPWD rules, and applicable federal and state boating laws at all times.
- All no-wake zones must be strictly observed.
- Renter is responsible for any fines, citations, or penalties incurred during the rental period.
- The vessel must be returned to the agreed departure location by the agreed return time.
- Late Returns: Late returns will be charged at \$150 per hour (or partial hour) beyond the agreed return time, deducted from the security deposit. Returns more than two (2) hours past the agreed return time may result in forfeiture of the entire security deposit.
- Renter agrees to return the vessel in the same condition as received, clean and free of excessive trash or damage.
- Water Sports & Towable Activities: Renter assumes full personal and financial responsibility for any water sports activities undertaken during the rental, including but not limited to tubing, wakeboarding, water skiing, swimming, lily pad use, and use of any other towable or floating equipment. All such activities are at the Renter's and participants' sole risk.
- Renter is responsible for fuel as described in Section 5.

- Renter is responsible for ensuring all optional add-on items (Section 6) are returned in original condition.
- Renter is responsible for ensuring all passengers (and parents of any minor passengers) have signed the required Passenger Waivers (Section 15) before boarding.

Renter Initials: \_\_\_\_\_

## 11. Rules & Prohibited Activities

The following are strictly prohibited on board:

- Smoking of any kind (cigarettes, cigars, vaping) anywhere on the vessel.
- Glass bottles or glassware of any kind on board.
- Consumption of alcohol by any person under 21 years of age.
- Operating the vessel under the influence of alcohol or any controlled substance.
- Overloading the vessel beyond the maximum capacity of 12 passengers.
- Anchoring in unauthorized or restricted areas.
- Tying up to, rafting with, or being secured to any other vessel (whether moving or stationary), unless explicitly approved in writing by TX Boat Rental for a specific event or location.
- Beaching the vessel — including, but not limited to, intentionally running the vessel onto sand, rocks, gravel, dirt, vegetation, or any shoreline. The vessel must remain in water at all times. Beaching causes damage to the pontoons, propeller, lower unit, and hull, and any damage resulting from beaching will be billed at full repair/replacement cost in addition to the Damage Charges Schedule in Section 12.
- Playing music at volumes that disturb other boaters or residential areas.
- Spray tanning products, self-tanners, bronzers, or similar substances on board: these chemicals permanently stain pontoon upholstery and seating. If spray tan, self-tanner, or bronzer residue is found on the vessel at return, a cleaning fee (or upholstery replacement cost, if stains are permanent) will be deducted from the security deposit per the Damage Charges Schedule in Section 12.
- Any illegal activity of any kind.

**Life Jackets: Coast Guard approved life jackets are provided for all passengers. All children under the age of 13 MUST wear a life jacket at all times while on board. Adults are strongly encouraged to wear life jackets at all times.**

Renter Initials: \_\_\_\_\_

## 12. Damage, Loss & Liability

Renter assumes full financial responsibility for any damage to the vessel, engine, equipment, accessories, or add-on rental items that occurs during the rental period beyond normal wear and tear. This includes but is not limited to:

- Collision damage to the hull, pontoons, or engine.
- Damage caused by running aground.
- Loss or damage to onboard equipment, electronics, or accessories.
- Damage to third-party property, docks, or other vessels.
- Damage to or loss of optional add-on rental items (ice chest, tube, lily pad).
- Excessive cleaning required due to spills, vomit, spray-tan/bronzer residue, pet hair, or improper use.

Renter agrees to notify TX Boat Rental immediately of any incident, collision, injury, or damage that occurs during the rental. Failure to report an incident may result in forfeiture of the security deposit and additional liability.

**Damage Charges Schedule:**

The following minimum charges apply for the items below. Actual charges may exceed the minimums listed depending on the severity of damage, replacement parts required, or third-party repair costs. Receipts will be provided for all third-party charges.

Item / Damage	Charge
Propeller damage (chips, bends, or replacement required)	<b>\$1,000 minimum or replacement cost (receipt provided)</b>
Upholstery cleaning (stains, spills, excessive soiling)	<b>\$200</b>
Spray tan / self-tanner / bronzer cleanup	<b>\$250 minimum</b>
Pet hair cleaning fee	<b>\$100</b>
Lost or damaged equipment (anchor, key, fob, electronics, life jacket, accessories, add-on items, etc.)	<b>Replacement cost + \$25 service fee</b>
Late return	<b>\$150 per hour (or partial hour) past return time</b>
Failure to refuel (see Section 5)	<b>Actual fuel cost + refueling service fee</b>
Excessive trash / general cleanup	<b>\$100 minimum</b>

TX Boat Rental is not responsible for any personal injury, illness, loss of personal property, or death that occurs during the rental period. Renter and all passengers participate at their own risk.

**Responsibility for Third Parties:**

The Renter assumes full personal and financial responsibility for any injury, illness, death, or property damage caused by the Renter, the designated Operator, any passenger, or by the operation of the vessel — whether such injury, death, or damage occurs to a person or to property on the vessel, on another vessel, in the water, or on shore. This includes (without limitation) harm caused to swimmers, persons on other vessels or watercraft, persons on docks, shorelines, or fixed structures, persons engaged in water activities (such as paddle boarders, jet skiers, kayakers, or persons being towed), and harm to other vessels, docks, structures, marine equipment, or any other property. The Renter agrees to compensate any such third party for injury or damage caused, and agrees that TX Boat Rental and Living My Best Life LLC bear no responsibility for any such third-party injury or damage. Renter's required short-term watercraft insurance (Section 3) is intended to provide coverage for these third-party liabilities.

Renter Initials: \_\_\_\_\_

**13. Force Majeure & Unforeseen Events**

Neither party shall be held liable for any failure or delay in performance under this Agreement to the extent caused by events outside the reasonable control of that party, including but not limited to: severe weather conditions (high winds, lightning, hurricanes, tornadoes, severe storms), flooding or drought-related lake closures, LCRA-mandated restrictions, acts of God, fire, government orders, public health emergencies, civil unrest, acts of war or terrorism, mechanical failure of the vessel beyond normal operating conditions, or any other event that makes the rental impossible, illegal, or unsafe to perform.

In the event of a force majeure occurrence affecting the rental, TX Boat Rental will offer the Renter a full refund or a reschedule at no additional cost, at the Renter's option. Neither party shall be liable to the other for any consequential, incidental, or indirect damages arising from a force majeure event.

Renter Initials: \_\_\_\_\_

## 14. Indemnification & Release of Liability

By signing this Agreement, Renter, on behalf of themselves and all passengers, agrees to release, indemnify, defend, and hold harmless TX Boat Rental, Living My Best Life LLC, its members, officers, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- The use or operation of the vessel during the rental period.
- Any injury, illness, or death of any passenger.
- Any injury, illness, or death of any third party (any person who is not a passenger on the vessel) — including but not limited to swimmers, persons on other vessels, persons on docks or shorelines, and persons engaged in water activities — caused by, contributed to, or resulting from the actions of the Renter, the Operator, any passenger, or the operation of the vessel.
- Any property damage caused by Renter, the Operator, or passengers, including damage to third-party property such as other vessels, docks, structures, or marine equipment.
- Renter's violation of any applicable laws or regulations.
- Any breach of the terms of this Agreement.

Renter acknowledges that boating involves inherent risks and voluntarily assumes all such risks associated with the rental.

Renter Initials: \_\_\_\_\_

## 15. Passenger Waivers — Required from All Passengers

In addition to this Agreement (signed by the Renter), every adult passenger boarding the vessel must sign an individual Passenger Liability Waiver & Assumption of Risk form ('Passenger Waiver') prior to boarding. The Passenger Waiver is a separate document and addresses, at minimum, each passenger's acknowledgment of the inherent risks of boating, voluntary assumption of those risks, and release of TX Boat Rental, Living My Best Life LLC, its owners, employees, agents, and the Renter from any and all claims, damages, penalties, costs, or causes of action arising from the passenger's participation in the rental.

### Required Waiver Provisions for Every Passenger:

- Acknowledgment of the inherent risks of boating, swimming, water activities, and being on or near a motorized vessel — including but not limited to drowning, collision, falls, propeller injury, weather-related hazards, and equipment failure.
- Voluntary assumption of all such risks, with full knowledge that boating activities can result in serious injury, illness, property loss, or death.
- Full release, waiver, indemnification, and hold-harmless of TX Boat Rental, Living My Best Life LLC, its officers, members, employees, agents, the Renter, and other passengers from any and all claims, demands, damages, penalties, lawsuits, or causes of action — whether known or unknown, foreseeable or unforeseeable — arising from the passenger's presence on or near the vessel.
- Acknowledgment that the passenger takes full personal responsibility for their own safety, conduct, and decisions during the rental.
- Confirmation that the passenger is not under the influence of any impairing substance at the time of boarding and will follow all safety instructions of the Operator and Captain (if applicable).

### Minors (Under 18):

Any passenger under the age of eighteen (18) must have their Passenger Waiver signed by a parent or legal guardian. The signing parent or legal guardian thereby acknowledges, assumes, and accepts all of the risks and

responsibilities set forth in the Passenger Waiver on behalf of the minor, and agrees to release and indemnify TX Boat Rental and all related parties as described above on behalf of themselves and the minor passenger. No minor may board the vessel without a properly signed Passenger Waiver from their parent or legal guardian.

*Renter agrees to ensure that every passenger (or, in the case of minors, every parent or legal guardian) has signed a Passenger Waiver prior to boarding. Signed Passenger Waivers must be submitted to TX Boat Rental (in person at check-in, or emailed to bookings@txboatrental.com in advance) before the vessel will be released for use. No exceptions.*

Renter Initials: \_\_\_\_\_

## 16. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising under this Agreement shall be resolved in Travis County, Texas. If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

Renter Initials: \_\_\_\_\_

## 17. Entire Agreement

This Agreement, together with all signed Passenger Waivers required by Section 15, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings. No modification of this Agreement shall be valid unless in writing and signed by both parties.

Renter Initials: \_\_\_\_\_

## 18. Agreement & Signatures

By signing below, Renter acknowledges that they have read, understood, and agree to all terms and conditions set forth in this Boat Rental Agreement. Renter confirms that all information provided is accurate, that they have submitted proof of required insurance per Section 3, that they have submitted (or will submit before boarding) signed Passenger Waivers from all passengers per Section 15, that they have submitted driver's license copies of all approved operators per Section 9, and that they are authorized to enter into this Agreement on behalf of themselves and all passengers.

### RENTER

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### TX BOAT RENTAL — AUTHORIZED REPRESENTATIVE

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EMERGENCY CONTACTS & INFORMATION

Lake Travis LCRA Emergency: (512) 473-4083  
Texas Game Warden (TPWD): (800) 792-4263

Emergency / 911: Call 911 immediately for any life-threatening emergency on the water.

TX Boat Rental Contact: [bookings@txboatrental.com](mailto:bookings@txboatrental.com)

Buoy Insurance: [buoy.rent](http://buoy.rent)