**CAPITAL RALLY RENTALS LLC.**
**LESSEE AGREEMENT/DAMAGE WAIVER**

LESSEE STATES: I am an adult of 21 years of age. I have rented the Vessel and/or Equipment from the Lessor above. I agree to the following: To pay rental per Lessor's schedule, that the equipment and/or Vessel will be kept in a safe place when unattended by me personally, I will not beach the Vessel on land, and the Vessel will be used solely by me, personally for the lawful purposes, AND TO PAY FOR ALL DAMAGES OR LOSS OF VESSEL AND/OR EQUIPMENT (REASONABLE WEAR AND TEAR EXCEPTED). I agree to return the vessel and/or equipment described above on the date and in the condition specified above or pay the cost of any repair or replacement of equipment lost, plus a penalty for being late.

LESSEE AGREES:

1. Acceptance or use of the vessel by Lessee will be deemed to be acknowledgement that the Vessel is seaworthy and in good operating condition.

2. Lessee herby assumes all risk of loss and damage to Vessel. In the event that you return the vessel with extensive damage, you will be charged any down time incurred for repair of damaged vessel at the daily rental rate. This charge is in addition to the repair cost for damage to the vessel. Please be careful!

3. Lessee shall not bring extra fuel or firearms on Vessel.

4. AUTHORIZED OPERATORS: Only the Lessee and those people whose signatures appear below will operate the Vessel during this charter (collectively "Operators") each operator certifies that he/she has or will review Lessor's written material on operation of the Vessel and participate in the orientation regarding the same before operating the Vessel.

5. Lessee shall have exclusive possession, control and command of said Vessel during this period.

6. Lessor is not responsible for any property left, stored, lost or transported by Lessee or any other person in, on or upon Vessel before, during or after charter.

7. Lessee covenants to indemnify and hold Lessor harmless for any and all liability resulting from damage or injury to any person (including death) or property suffered on, in or about the Vessel by reason of Lessee's use, navigation or operation of Vessel.

8. INSPECTION OF VESSEL AND ACCESSORIES: Lessee agrees to inspect the Vessel and its accessories prior to departure and to advise Lessor of any defects or deficiencies. Failure to notify Lessor as to any defects or deficiencies with respect to the condition of the Vessel or its accessories shall constitute an acknowledgement that the Vessel and its accessories were received in satisfactory condition.

9. VESSEL RETURN-LESSEE LIABILITY FOR LOSS OR DAMAGE: Lessee agrees to return Vessel and all gear to Lessor in the same condition (ordinary wear and tear excepted) in which it was received AT THE STATED RETURN TIME. Lessee shall be liable to Lessor for all loss or damage to the Vessel or gear. Failure to return the Vessel or gear, or any damage thereto may result in forfeiture of any security deposit. Retention of the security deposit by Lessor does not limit Lessor from pursuing any other remedy at law.

10. COMPLIANCE WITH ALL LAWS, REGULATION AND POLICIES: During the period of this lease, Lessee shall abide by all Vessel rental policies, maritime, federal, state and local laws and regulations, and shall not conduct any illegal activities while using the Vessel. *California's BUI law makes it a crime to operate any Vessel while under the influence of alcohol or drugs. This is the BUI equivalent of Vehicle Code 23152(a) VC driving under the influence.

11. LESSEE'S EXCLUSIVE REMEDY: In the event of a breach of this lease by the Lessor, the Lessee's exclusive remedy shall be to return the Vessel and receive payment by the Lessor of all, or, in the case of partial breach, a pro rated share of the deposit or lease payments that have been paid by the Lessee at the time of the breach. Repayment of the deposit or proportional lease payment shall discharge lessor from all obligations under this lease.

12. COMMERCIAL USE-NON-COMMERCIAL USE OF BOAT, EQUIPMENT AND ACCESSORIES: Lessee agrees that he/she will not use the Vessel for any commercial purpose without the prior expressed written consent of Lessor.

13. EXCLUSION OF WARRANTIES AND LIMITATION OF DAMAGES: Other than the obligation of Lessor expressly set forth herein, LESSOR DISCLAIMS ALL WARRENTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRENTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF BREACH OF THE CONTRACT, LESSOR SHALL NOT BE LIABLE FOR INCIDENT OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUCH BREACH. In the event that any other term of this agreement is found unenforceable for any reason, or any exclusive remedy fails of its essential purpose, this provision of waiver by agreement of consequential and incidental damages shall continue in full force and effect.

14. ACKNOWLEDGEMENT OF RISKS, RELEASE AND AGREEMENT TO ARBITRATE ('ACKNOWLEDGEMENT AGREEMENT'): Lessee has read and agrees to the terms of the Acknowledgement Agreement, the terms of which are incorporated by reference herein.

THIS VESSEL IS RENTED SUBJECT TO THE TERMS AND CONDITONS SET FORTH ABOVE. OPERATORS HAVE READ AND AGREE.

DATED this _____ day of _____, 20_____

DATE:_____LESSEE SIGNATURE:_____PRINTED NAME:_____

DATE:_____LESSEE SIGNATURE:_____PRINTED NAME:_____

DATE:_____LESSEE SIGNATURE:_____PRINTED NAME:_____