

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT – VESSEL RENTAL**

This endorsement modifies insurance provided under the following:

PROTECTION AND INDEMNITY COVERAGE FORM  
VESSEL PHYSICAL DAMAGE COVERAGE FORM

The following is added to **OTHER POLICY CONDITIONS AND WARRANTIES**.

### **Vessel and Personal Watercraft Rental**

As a condition of coverage, when renting, loaning, entrusting or operating a “vessel” or personal watercraft “you” must comply with the following requirements:

1. All “vessels” and personal watercraft must have Coast Guard approved life preservers of type and size sufficient for each person on the “vessel” or personal watercraft; and
2. All “vessels” and personal watercraft must be equipped with required Coast Guard safety equipment in good working order; and
3. The rented, loaned, or entrusted “vessel” or personal watercraft shall not be fueled while any persons are on board that “vessel” or personal watercraft; and
4. “You” must go over the operation of the “vessel” or personal watercraft prior to releasing it to the person(s) using the “vessel” or personal watercraft. “You” must have written rules that prohibit:
  - a. Racing, and
  - b. Navigation in swimming areas, and
  - c. Diving from the “vessel” or personal watercraft, and
  - d. Hot dogging, and
  - e. Reckless operation, and
  - f. Presence or consumption of alcoholic beverages or narcotics

These rules must be part of the rental agreement and all customers must acknowledge these rules by their signature; and

5. All persons renting, borrowing, or operating a motorized “vessel” must be at least 21 years of age and possess a valid driver’s license; and
6. All persons renting, borrowing, or operating a motorized personal watercraft must be at least 25 years of age and possess a valid driver’s license; and
7. All persons renting, borrowing, or operating a non-motorized “vessel” must be at least 16 years of age; and
8. All customers must sign a rental agreement (Jenkins Business Forms Boat Rental Agreement or equivalent) which contains a release of liability provision against the “insured”. Should any minor be renting, borrowing, or operating a non-motorized “vessel”, that minor’s parent or legal guardian must also sign said agreement. “You” must retain each signed agreement for at least 6 years and furnish a copy to “us” upon “our” request.
9. “Vessels” and personal watercraft shall not be rented, loaned or entrusted to anyone who is intoxicated, under the influence of alcohol, under the influence of illegal or mind or reflex altering substances, has alcohol beverages in their possession, or has illegal or mind or reflex altering substances in their possession.

This insurance does not apply to “bodily injury” or “property damage” arising out of or resulting from the failure of the “insured” to comply with the requirements as stated above. “We” will have no duty to defend or indemnify any claims or suits seeking damages for “bodily injury” or “property damage” arising out of or resulting from the failure of the “insured” to comply with the requirements as stated above.

All other terms and conditions of this policy remain unchanged.

**SPECIMEN**