

FOSTER CITY ELECTRIC BOAT RENTAL AGREEMENT

RENTAL GUIDELINES AND SAFETY CHECKLIST

SAFETY: The renter is the CAPTAIN and retains full responsibility for the safety of the boat and its passengers. Captain has a copy of the ABCs of California Boating and is familiar with California Boating Law and Safety. Captain must participate in Safety Briefing prior to each rental. The renter is required to have a working cell phone. Renter and driver of the boat must be at least 21 years old. Children under the age of 13 must wear life vests at all times.

RULES of the ROAD: Motorized Vessels must yield right of way to non-motorized vessels and swimmers.

WATERWAY ROUTE: Navigation is restricted to the main channel (wide water) of the Foster City Lagoon and must maintain a minimum of 50 feet from shore. Docking is only permitted at designated public docks: Ryan Park, Catamaran Park (west end only), Marlin Cove floating dock, Boat Park, and Edgewater Place docks. No docking is permitted at any private dock or seawall unless you are the owner or lessor. No transit is allowed under the E. Hillsdale Blvd. Bridge or in any of the side channels.

GARBAGE DISPOSAL: It is illegal to dispose of any garbage in the Foster City Lagoon.

ALCOHOLIC BEVERAGES: Alcohol use on the rental boat is permitted. Operating the vessel under the influence of alcohol (.08% and over) or other drugs is strictly prohibited. Smoking on the vessel is strictly prohibited.

SAFETY CHECKLIST (Renter must initial all items and sign before release of vessel):

- _____ Rules of the Road; ABC's of California Boating
- _____ Location and use of Safety Equipment
- _____ Navigation Guidelines: Map and hazard areas
- _____ Permissible docking locations
- _____ No transit zones
- _____ Common Courtesy – keep right; 5 MPH speed limit (no wake)
- _____ Drinking and driving – consistent with auto laws
- _____ Boat operation and docking procedure
- _____ Rental Terms and Conditions and Safety Checklist
- _____ Emergency Numbers:

Emergency: Call 911

Edgewater Marine (650) 766-9155

DRIVER LICENSE

I have read, understand and agree to all terms and conditions on both sides of this contract.

Signature: _____ **Date:** _____

EDGEWATER MARINE LLC – RENTAL TERMS AND CONDITIONS

By renting this vessel, you acknowledge that boating poses various hazards which can cause serious injury, death or property damage.

AT ALL TIMES:

- 1) You must remain aware of weather, visibility, water levels, current wind and other factors which may affect your ability to navigate the vessel safely.
- 2) You must adhere to all applicable nautical rules of the road.
- 3) You must take reasonable measures to avoid risk of collision with other vessels, docks, buoys, swimmers or other objects or things whether fixed or floating.
- 4) You must give the right of way to swimmers and non-motorized vessels, such as canoes, kayaks, paddleboats, windsurf and stand up boards.

You acknowledge that in addition to the normal hazards associated with boating the Foster City Lagoon poses its own hazards. You must pay careful attention to boats coming in and out of side channels and docks, shallow water, floating debris, fishing lines and other vessels.

As the operator of the vessel you are the Captain. As Captain you accept responsibility if you surrender operation of the vessel to other passengers on board. You are fully responsible for assuring that you and your passengers and guests adhere to all safety rules. By state law, all children under thirteen years of age must wear a life jacket at all times while on board the vessel. All passengers must keep all body parts in the boat at all time.

ABSOLUTELY NO RIDING ON THE BOW OR THE STERN OF THE BOAT. REMOVAL OF THE SURREY TOP OR WINDOWS IS NOT ALLOWED AT ANY TIME AND SUBJECT TO ADDITIONAL CHARGES.

Beaching the vessel, swimming or fishing from the vessel are prohibited. Further you must operate the vessel in the main channel of the Foster City Lagoon only. You must remain a minimum of 50 feet from all private property bulkheads. You may not operate the vessel in the smaller side channels. You may not navigate under the E. Hillsdale Blvd. Bridge. Docking is permitted only at public docks: Ryan Park, Boat Park, Marlin Cove Floating Dock, and Edgewater Place Docks. You may not dock at any private dock or seawall unless you are the owner or lessor of the property. If you have any questions about these navigation restrictions, you

must ask the rental representative prior to using the vessel.

Operating the vessel under the influence of alcohol (.08% and over) or other drugs is strictly prohibited.

NO SMOKING on the vessel at any time!

Renter shall defend, indemnify and hold harmless City of Foster City and Edgewater Marine LLC and its officers, employees, co-working, co-partners, landlords or lessors from and against any damage, loss, theft or destruction of any equipment or property, and against all accidents and losses, liability and property or personal damages., injuries, claims, demands, action, causes, litigation or lawsuits, cost and expense of every kind and nature whether or not covered by insurance, including legal fees and disbursement arising out of an in connection with the use condition or operation of the vessel. Renter assumes all responsibility.

ACCEPTANCE OF TERMS AND CONDITIONS

In the event of late return, extra cleanup required, rescue or any other losses or damage to the vessel, I authorize Edgewater Marine LLC to charge the Credit Card or Debit Card provided for this rental. In addition Edgewater Marine LLC expressly reserves all other rights and remedies against you.

Late Return is subject to a late fee of double the standard rental rate rounded up to the next half hour.

Extra Cleanup is subject to \$50 extra charge at the sole discretion of Edgewater Marine LLC

Rescue Fee of \$100 minimum is chargeable if boat is disabled due to violation of safety rules or operator negligence.

Charges for losses or damage to the vessel will be calculated at Edgewater Marine LLC standard service and parts rates. Minimum charge \$500.

No refunds will be issued if the boat is returned before the rental time has expired.

Edgewater Marine LLC is not responsible for personal belongings.