



## Watercraft Rental Agreement

This is a contract of rental by and between Lanier Boat Charter, LLC hereinafter referred to as "LBC", and located at Aqualand Marina (the "Premises") and the following named person or persons, hereinafter referred to as "Renter". Renter hereby agrees to accept equipment rental (rental boat, watercraft, and any equipment or other items received by Renter from LBC shall be hereafter referred to collectively as "Equipment") subject to the following terms, conditions and certifications. If an entity, including but not limited to a corporation, limited liability company, partnership, or other registered or not registered business is responsible for any conditions contained herein, then the undersigned Renter must have actual authority and be empowered to obligate said entity as well as himself/herself.

**Rules and Regulations:** The following Rules and Regulations are provided for your safety and comfort. The Rules and Regulations are an integral part of this Agreement and a violation of any of them shall constitute a breach of contract giving LBC all the rights and remedies herein provided, including repossession of Equipment. 1) Renter must be at least 25 years of age and have valid identification. 2) Renter is not under the influence of alcohol or narcotics, or operate Equipment under the influence of alcohol or narcotics nor allow anyone else to do so. 3) Renter will not allow, cause, or attempt the alteration or modification of any of the Equipment in any way. 4) All persons using Equipment will be required to wear a U.S. Coast Guard approved life saving device. 5) Renter shall not possess or allow to be possessed any firearms, fireworks, gas or charcoal grills, or other potentially hazardous and/or inflammable substances upon Equipment. 6) Renter shall be responsible for insuring that all members of his/her party comply (the Renter and everyone the Renter allows to use the Equipment shall be the "Participants") do not smoke while using the Equipment, while near or around any gas docks, or when on LBC premises. 7) Renter shall not exceed or allow to be exceeded the lower of the total number of persons in the party stated in the Agreement and/or the total passenger capacity of the boat. 8) Renter shall not allow anyone beyond boat safety rails while the boat is in motion or the engine is running. 9) Renter shall be held responsible for the conduct of his/her guests and shall see that they conduct themselves so as not to create an annoyance, hazard or nuisance. 10) Renter shall not take rental Equipment off Lake Lanier, Georgia. 11) Beaching rental boats, tying up with other boats, and towing other boats are dangerous practices and shall not be undertaken except in the case of an emergency. 12) All Equipment shall be kept and maintained in a safe and seaworthy condition. 13) Renter shall maintain a minimum of 100 ft distance away from all other watercraft, swimmers and docks and obstructions on the lake and observe all navigational rules of the water. 14) Renter shall not allow pets upon the Equipment at any time. 15) Fire extinguishers are for use only in the event of an emergency. Renter must immediately report to LBC the discharge of any fire extinguisher and any and all accidents, incidents, or citations. 16) On expiration or earlier termination of this Agreement, Renter shall return Equipment to LBC by returning it to the location where it was accepted. Equipment must be checked in by attendant prior to Agreement. 17) This Agreement is a demise charter and LBC maintains no control, possession, or command whatsoever of the Equipment during the period of the charter, and the Renter shall have exclusive possession, control and command of the Equipment during the term of the Agreement. Renter shall indemnify and hold LBC harmless against and from all costs, expenses, claims, actions, proceedings, damages, and liabilities arising from or connected with Renter's possession, use, and return of the Equipment. 18) Renter shall be responsible for seeing that all Participants are aware and understand all Rules and Regulations governing the use of the Equipment, public lands and water. All Rules and Regulations of the State and Federal government and LBC are by reference made a part of this Agreement and the most restrictive rule in all cases shall apply.

**Renter's Duties & Indemnifications:** 1) Renter acknowledges and certifies that he/she recognizes there are various risks from both man and nature incidental to the use of the rental Equipment and public waters which may adversely affect their safety and enjoyment and Renter hereby specifically assumes such risks without reservation or limitation. RENTER ACKNOWLEDGES HE/SHE AND HIS/HER GUESTS ARE USING EQUIPMENT, AND LAKE FACILITIES AT THEIR OWN RISK. 2) Renter certifies that he/she shall indemnify and hold LBC, any employees, members, managers, officers, directors, or agents, (the "Released Parties") harmless against any and all claims, actions, suits, proceedings, controversies, costs, expense, damages, and liabilities, including reasonable attorney's fees arising out of, connected with, or resulting from use of the Equipment or Renter's rental of the Equipment or conduct

of the Released Parties. 3) Renter agrees to indemnify and hold harmless the Released Parties from and against any and all liabilities, losses, costs, damages, and expenses, including reasonable attorney's fees, claims, suits, and judgments in connection with the injury or death of any person or persons or loss or damage to any property, including but not limited to the property of the Renter, arising out of or related to the Equipment or conduct of the aforementioned entities, regardless of whether such injury, death, loss or damage results from negligence of, tort liability of, or breach of any duty owed under contract or statute by the aforementioned Released Parties. 4) Renter further certifies that he/she is solely responsible for any property left or stored upon Equipment or Premises regardless of who received, stored or handled the property. 5) Renter certifies that LBC shall have no liability for any indirect, special or consequential damages arising in connection with the furnishing, performance, or use of the Equipment or for any claim based upon the failure to honor a reservation requested by the Renter. 6) If collision, accident or casualty occurs, Renter agrees to furnish LBC with a complete report of same immediately in writing, including the names and addresses of all witnesses and persons involved. Renter also agrees that in event of accident he/she will file accident report as required by the State of Georgia Department of Natural Resources and the U.S. government. 7) Renter certifies that he/she is knowledgeable, experienced, qualified, and competent in the operation of the Equipment and agrees to operate same in a careful and prudent manner and in accordance with the Navigational Rules of the water as promulgated by the U.S. Coast Guard. 8) Renter further certifies that he/she is familiar with the use, care, maintenance, and potential dangers of all the related Equipment provided, including but not limited to life vests, outboard motors, water skiing, personal watercraft, etc. 9) Renter certifies that he/she will not operate nor allow anyone to operate Equipment under the influence of alcohol or narcotics and that he/she will accept full responsibility for anyone else operating Equipment during the term of this demise charter. 10) Renter certifies that he/she has inspected the Equipment and found items to be clean, seaworthy, and fit for the Renter's purpose. Further, Renter acknowledges and concedes that mechanical breakdown is a possibility which shall be considered part of the adventure of boating and acknowledges that in the event of a breakdown none of the provisions, terms, and conditions of this Agreement shall abate. 11) Renter understands that Lake Lanier is a manmade lake and that Renter must pay careful attention to reef markers and changes in the water color. Renter agrees to observe navigational buoys. Renter agrees to comply with all applicable laws. Renter understands the Equipment has NO BRAKES and that Renter must proceed cautiously, particularly around docks, shallow water and swimmers. Renter will **always** turn motor off when people are boarding or near the propeller. Renter certifies Renter has been given thorough instruction. Renter certifies Renter is capable and knowledgeable on how to safely operate the Equipment. Renter certifies if there are any questions or problems operating this Equipment at any time, including mechanical difficulties, Renter agrees to ask for further instruction and/or return the Equipment to the Premises at once. Renter will not operate the Equipment in disregard of the safety of any person or property and **will never jump the waves or intentionally follow the wake of other boats.** 12) Renter will use only regular gas and understand it is Renter's responsibility to be aware of fuel availability. Renter certifies he/she is a good swimmer and am capable of swimming to shore if necessary. Renter will only carry passengers who can swim. If applicable, Renter will press the "stop" button whenever the Equipment is in less than 4 feet of water.

**Warranties:** LBC is not the manufacturer of the Equipment and has not made and does not make any representation, warranty, or covenant expressed or implied with respect to the condition, quality, durability, or suitability of the Equipment. LBC makes no express or implied warranty of any kind whatsoever with respect to the Equipment, including but not limited to the merchantability of the Equipment, its fitness for any particular purpose, the design or condition of the Equipment, the workmanship of the Equipment, the compliance of the Equipment with any law, rule, specification, or contract pertaining thereto or latent defects.

**Inspection:** LBC shall have the right at any time to enter into and upon the Equipment wherever it may be located for the purpose of inspecting the same or observing its use. LBC shall have the authority at any time to cancel the Renter's right without refund of rent, to use the Equipment if in the judgment of LBC Equipment is being used in an unsafe or careless manner or in violation of any navigational rules as set forth by the State of Georgia, the U.S. Government, or other rules relating to the use of LBC's Equipment.

**Acceptance:** Renter will examine the Equipment prior to use and agrees that the Equipment is in good condition and repair except for any defects which the Renter shall list in writing prior to Renter's departure. It shall be conclusively presumed upon the Renter's acceptance of possession that the Renter deems the Equipment satisfactory and acceptable to the Renter in all respects. RENTER AGREES TO RETURN AT ONCE ANY EQUIPMENT NOT FUNCTIONING NORMALLY TO LBC. FURTHER, RENTER AGREES TO RETURN ALL EQUIPMENT TO LBC IN THE SAME CONDITION AS RECEIVED, AND TO PAY FOR ANY LOSS OF OR DAMAGE TO EQUIPMENT INCLUDING ALL RETAIL COSTS TO REPAIR DAMAGE, REPLACE THE LOSS AND RETURN EQUIPMENT TO USE AND DAILY RATE OF CHARTER (DAILY RATE OF CHARTER / DAILY RATE OF CHARTER FEE IS DEFINED AS AN EIGHT (8) HOUR SEASONAL RENTAL RATE AS POSTED IN THE

LBC RENTAL OFFICE.) WHILE EQUIPMENT IS BEING REPAIRED OR REPLACED. If loss or damage exceeds deposit, Renter must pay difference at time Equipment is or should have been returned. If LBC at its sole discretion determines Equipment is not repairable to its original condition, Renter will be required to pay for replacement cost in exchange for the damaged Equipment. LBC may only obtain second opinion if deemed necessary by LBC by a factory authorized repair facility; however daily charter fee will accrue in addition to repair cost until repair is completed. No Equipment shall leave LBC Premises unless paid for in full.

**Use:** Renter agrees that he/she shall not leave Equipment unattended. Renter agrees not to sublet or loan Equipment to any other person and agrees to return Equipment to LBC by the time shown. Upon the failure to return Equipment when due, Renter shall be liable for any and all penalties contained in the Agreement, and in addition, shall be deemed to have converted Equipment to his/her own use.

**Risk of Loss:** All risk of loss, damage, theft of, or to each item of Equipment shall be borne by the Renter. No such loss, damage, theft, or destruction of the Equipment in whole or in part shall diminish the obligations of the Renter under the Agreement, all of which shall continue in full force and effect.

**Credit Card Charge:** Renter agrees his/her credit card charge or charges shall be made for the performance of his/her obligations hereunder, including the timely return of Equipment in good, clean serviceable and undamaged condition.

**Default:** If Renter fails to pay any rent or any other amount herein provided after the same is due and payable or if Renter fails to observe, keep, or perform any other provisions of this Agreement required of him/her and if Renter fails to remedy, cure, or remove such failure in payment or such other failure in observing, keeping, or performing any provisions of this Agreement, LBC shall have the right to exercise any one or more of the following remedies: a) to declare the entire amount of charges hereunder immediately due and payable as to any and all items of Equipment without notice or demand to Renter, b) to sue for and recover all rents and other payments then accrued or thereafter accruing with respect to any or all items of Equipment, c) to take Possession of any or all items of Equipment without notice or demand wherever same may be located without any court order or process of law and Renter hereby waives any and all damages occasioned by such taking of possessions. d) to terminate this rental as to any or all items of Equipment, e) to pursue any other remedy at law or in equity. Notwithstanding, any said repossession or any other action which LBC may take, Renter shall be and remain liable for the full performance of all obligations on the part of the Renter to be performed under this Agreement.

**Concurrent Remedies:** No right or remedy herein conferred upon or reserved to LBC is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative or every other right or remedy given hereunder or not or hereunder or existing at law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

**Irrevocability:** Rent is irrevocable for the full term thereof and until the aggregate rentals provided for herein have been paid by the Renter. Rent shall not abate during the term hereof because Renters right to possession has terminated or because Equipment has been repossessed or for any other reason.

**Entire Agreement:** This Agreement, together with the Rules and Regulations and Release of Liability and Rental Agreement, which are specifically incorporated herein by reference, constitutes the entire Agreement between the parties and all prior or contemporaneous oral or written representations or Agreements are merged herein. It may not be modified by any oral statements and may be amended only by a written Agreement signed by Renter and LBC. Renter agrees that the provisions of this agreement shall apply whether the Equipment is leased to him/her for a fee or is made available to him/her without a fee.

**Penalties:** Renter shall be liable for penalties including but not limited to: a) late charges at the rate of \$50.00 per every fifteen minutes that the Renter is late in returning after their scheduled return time, b) a minimum cleaning fee of \$75.00 for excessive uncleanliness, c) a minimum retrieval fee of \$150.00 if LBC staff is dispatched to locate and/or retrieve Equipment due to Renter's violation of any terms of this Agreement, including but not limited to Renter's failure to refuel as necessary.

**Payment:** Renter fees and charges are payable in advance. Renter shall be responsible for payment on demand of all charges assessed under this Agreement. Renter consents to the reservation of credit, by a credit card receipt, if applicable, in Renter's name, for all charges including but not limited to charges for rental, damages, penalties, due under this agreement. All charges are subject to final audit, and if an error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error. Renter will pay 18% interest or the highest rate permitted by law on any past due charges and will also pay collection costs, including reasonable attorney's fee, if all charges are not paid when due.

**Cancellation:** LBC, and only LBC, without limitation, restriction, or liability, may cancel any reservation, delay the departure of any Equipment or recall any Equipment from the lake due to weather or other conditions beyond the control of LBC. LBC, without limitation, restriction, or liability, may cancel any reservation if in the opinion of LBC the Renter may not be capable of safely operating the Equipment.

**Governing Law and Venue:** The laws of the state of Georgia shall govern this agreement and any dispute arising hereunder. Any suit brought to enforce the terms shall be undertaken in Hall County, Georgia.

**Rules and Regulations:** I acknowledge that I have carefully read each of the above conditions. I understand what each means. I am not under the influence of alcohol or drugs at this time. I am not forced or coerced or unduly influenced by anyone to sign this agreement, but do so voluntarily and of my own free will and state that I intend to and will abide by each and every one of these rules. I agree to forfeit my security deposit if I violate any of these provisions. I am 25 years of age or older and have furnished you a positive, legitimate identification.

There will be a minimum cleaning fee of \$150.00 for any excessive dirt, clay, food, etc. on the boat when it is returned. Renter hereby agrees to all terms and provisions as outlined in the Agreement. Only the people who have received instruction from LBC and whose names are on the Agreement have the consent of LBC to operate the Equipment. Renter may only have additional guests as passengers if he is not exceeding the maximum capacity of the vessel and if he obtains their signature on Rider Release prior to boarding. No one is permitted to board the Equipment prior to signing the Release. Renter agrees to return original Release to LBC at the end of the rental.

**Renter Information**

Renter Name	_____	Phone	_____
Address	_____	City	_____
State	_____	Zip	_____
Email	_____		

**Credit Card Release**

I will be required to pay for any damages caused during my possession of the Equipment and give permission to Lanier Boat Charter, LLC to charge any damages to my credit card on file for this Watercraft Rental Agreement. Damages exceeding the limits provided on my credit card do not release me from my responsibility for full damage reimbursement.

**Signature & Approval**

<b>Renter Signature</b>	_____	<b>Date:</b>	_____
<b>Print Name</b>	_____	<b>LBC Signature:</b>	_____