

PADDLE SPORTS RENTAL AGREEMENT (1 OF 3)

Located at Marina Bay
1602 Marina Road
Irmo, SC 29063

LESSOR
Better Boating, LLC
803-407-2929

Mailing Address
PO Box 386
Ballentine, SC 29002

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE, whether one or more) the watercraft and additional equipment described herein. LESSEE agrees said watercraft will not be occupied by greater number of persons than shown below and indicated on the maximum capacity plate located on the watercraft.

LESSEE: John Doe
Address: 1234 Boating Drive
City/State: Ballentine, South Carolina
Craft (1): Kayak (Qty 1)
Craft (2):

Cell Phone: 803-321-1234 Reservation Date: 3/24/15
Email: fun@betterboatingllc.com
Zip: 29002 From: 10:00 AM
To: 12:00 PM

ADDITIONAL EQUIPMENT PROVIDED (Per Watercraft)

<u>KAYAKS/TANDEM</u>	<u>PADDLEBOARDS</u>	<u>ELECTRIC BOATS</u>
PFD's (Qty=Craft Capacity)	PFD's (Qty=Craft Capacity)	PFD's (Qty=Craft Capacity)
Paddle (1 or 2) Whistle (1)	Paddle (1) Whistle (1)	Whistle (1)

CHARGES

Watercraft: 36.00
Discount: 0.00
Subtotal: 36.00
SC Sales Tax: 2.88
TOTAL RENTAL: 38.88
*Reservation Deposit: 0.00
BALANCE DUE: 38.88

***RESERVATION DEPOSIT:** Receipt of payment to be applied on the rental of the watercraft and equipment described herein for the rental period stated above. This deposit is fully earned, and a refund is NOT guaranteed per Section (1) & (2) of this Agreement.

ALL SALES ARE FINAL AND SUBJECT TO THE TERMS AND CONDITIONS HEREIN!

SECURITY HOLD, ADDITIONAL CHARGES, RULES, AND REGULATIONS

ADDITIONAL CHARGES

- A. Prior to outing, LESSEE will provide a credit card for LESSOR to place a "security hold" equivalent to the total cost of the rental pending safe return of the watercraft and additional equipment per Section (4) of this Agreement.
- B. Prior to outing, LESSEE will examine the Rental Watercraft and Additional Equipment and document on the Check Out/In Form anything missing or not acceptable and suitable for the purpose for which it is leased. Failure to inspect does not relieve LESSEE of this obligation. He/she will maintain both watercraft and additional equipment in a clean, safe, dependable condition while in his/her custody or be subject to additional charges per Section (4) of this Agreement.
- C. In the event the watercraft is not returned by the time specified herein, said LESSEE agrees to pay OVERTIME AT \$25 PER 15-MINUTES. EARLY RETURN WILL NOT RESULT IN A REFUND OR PRORATED RATE!
- D. LESSEE is responsible for the safe and proper operation of the watercraft per Section (8) of this agreement and as instructed in the Paddle Sports Orientation AND in accordance with all Better Boating Rules and Safety Regulations AND SC Department of Natural Resources laws and regulations.

Add'l Hrs @ \$ ___ ea: _____
Equipment: _____
Late Fee: _____
Other: _____
Other: _____
Subtotal: _____
SC Sales Tax: _____
TOTAL DUE: _____
Refund Due: _____
Amount Paid: _____
BALANCE DUE: _____

***SIGNATURES REQUIRED BELOW AND ON THE SC WAIVER FORM FOR ALL PARTICIPANTS AGE 18 AND OVER..**

A PARENT/GUARDIAN MUST SIGN FOR ALL PARTICIPANTS UNDER AGE 18 ON THE SC WAIVER FORM.

*PARTICIPANT: X _____ AGE: _____ *PARTICIPANT: X _____ AGE: _____
*PARTICIPANT: X _____ AGE: _____ *PARTICIPANT: X _____ AGE: _____

Every person signing this Agreement shall be jointly and severally liable and responsible for the performance of all duties and obligations of the Agreement. YOUR rights and privileges under this Agreement shall not be deemed to be increased or expanded in any way whatsoever as a result of more than one (1) person signing this Agreement.

I/WE HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AS SET FORTH ON BOTH PAGES AND THAT I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. I/WE CERTIFY THAT I/WE ARE EXPERIENCED AND CAPABLE OF HANDLING AND OPERATION OF A WATERCRAFT SUCH AS THE ONE BEING RENTED DESCRIBED ABOVE.

LESSOR: Better Boating, LLC *Note: Only those signing this agreement are authorized to use the watercraft.

*LESSEE: X _____ DATE: _____

PADDLE SPORTS RENTAL AGREEMENT (2 OF 3)

THE LEASE ON PAGE 1 HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS
The LESSEE (whether one or more) further agree (continued from the page 1 of this agreement):

1. RESERVATION DEPOSIT (from the charges section on page 1 of this agreement) is required as a deposit to reserve watercraft and additional equipment. This payment is fully earned by the LESSOR at the time of reservation and shall be retained by the LESSOR as a deposit. On the day of outing, this deposit shall be applied to the rental of the watercraft and additional equipment.
2. CANCELLATIONS: Reservations cancelled more than 5 days in advance of reservation date will result in a full refund. Reservations cancelled less than 5 days in advance of reservation date will result in a 100% cancellation fee. Failure of LESSEE to request a cancellation or to appear for rental will result in charges equivalent to the full rental rate, and LESSEE shall have no further rights under this agreement.
3. LESSOR reserves the right to cancel this agreement due to inclement or impending bad weather. If LESSEE has concerns about weather conditions, he/she should call LESSOR as soon as possible; however this does NOT obligate LESSOR to cancel the agreement. Failure of LESSEE to request a cancellation or to appear for rental will result in charges equivalent to the full rental rate, and LESSEE shall have no further rights under this agreement.
4. SECURITY HOLD: Prior to outing, LESSEE will provide a credit card for LESSOR to place a "security hold" equivalent to the total cost of the rental pending timely and safe return of the rental watercraft and additional equipment in as good condition as when received - ordinary wear and tear excluded. Upon return of the watercraft by LESSEE, the LESSOR can charge this credit card for unpaid late return fees, reimbursement of articles damaged, or missing or broken equipment. The foregoing does not limit LESSOR's ability to seek further damages at law or equity.
5. LESSEE agrees that he/she will abide by all Rules and Safety Regulations as posted on the dock and/or on the watercraft. This includes but is not limited to agreeing not to use, nor permit the use of the rental watercraft: (a) by any other person other than listed on this agreement; (b) by anyone ages 13 to 17 without signature of Lessee and Guardian; (c) by anyone ages 8 to 12 unless directly supervised by Lessee and Guardian; (d) by any person under the age of 8; (e) while under the influence of alcohol or drugs; (f) in a careless or negligent manner; (g) for any unlawful purpose.
6. The Rules and Safety Regulations contained herein and as posted on the dock, on the watercraft, and/or on the grounds by LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read, understands and has received a copy of said rules and regulations, and further assumes the responsibility to see that his/her family and/or guests will obey these rules.
7. Any fine or penalty levied by law enforcement officers against the LESSEE while operating the rented watercraft will be the responsibility of the LESSEE, and the LESSOR has no responsibility whatsoever for any fines levied.
8. LESSEE acknowledges his/her responsibility for the safe and proper operation of the watercraft; and for the safety and welfare of other persons and boaters. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rented watercraft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental watercraft - even if those claims arise out of negligence or fault of the Lessor or other party. LESSEE further agrees to hold LESSOR harmless should loss or damage occur to any of the LESSEE's personal property while carried in or on the rental watercraft, including loss or damage caused by fire, water, theft, or any other cause whatsoever.
9. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with enforcing this agreement by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions, and/or provisions hereof. It is understood and agreed that the Venue of any action hereunder shall be in the county and state of LESSOR. This agreement shall be governed by the laws of the state of the LESSOR.
10. In the event that malfunction, breakdown, or damage is discovered after acceptance of the watercraft, LESSEE will immediately report same to LESSOR. Continued use of watercraft shall be at the LESSEE's risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by continued use.
11. LESSOR's ability to provide a rental watercraft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR's control.
12. Should any term or condition of the agreement be deemed void or unenforceable, then that term shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
13. THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT, THE RULES AND SAFETY REGULATIONS, AND THE PADDLE SPORTS DOCK FORMS (6 PAGES INCLUDING CHECK OUT/IN, ORIENTATION AND SC WAIVER) CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT, EXCEPT THAT LESSEE EXPRESSLY REPRESENTS AND WARRANTS TO HAVE READ AND UNDERSTOOD ALL RATE INFORMATION PROVIDED BY THE LESSOR VIA DOCUMENTS, EMAIL, WEBSITE OR POSTINGS.

LESSEE: X _____ (initial) PARTICIPANTS: X _____ X _____ X _____ X _____

Reservation ID: WRSA-A6S7M

Reference:

PADDLE SPORTS RENTAL AGREEMENT (3 OF 3)

The following Rules, Safety Regulations, & Orientation of Better Boating, LLC (Lessor), shall be applicable to and fully binding upon all LESSEES from the date hereof until modified, changed, or amended:

RULES & SAFETY REGULATIONS

1. Only participants listed on the Paddle Sports Rental Agreement and SC Waiver and Release Form and have completed the Paddle Sports Orientation provided by LESSOR are permitted to operate or ride on the the watercraft and are subject to the following age restrictions:
 - (a) Minimum age is 18 to rent Paddle Sports equipment or sign as the parent/legal guardian of a watercraft operator under the age of 18.
 - (b) Operators ages 13 to 17 must have a parent or legal guardian rent and sign all applicable paperwork.
 - (c) Operators ages 8 to 12 must be supervised at all times by the parent or legal guardian who rented the the water craft.
 - (d) No one under the age of 8 years old is allowed to operate kayaks, paddleboards or electric boats.
2. No person shall be allowed to reserve, use, or operate any watercraft of the LESSOR who is intoxicated or has impaired judgement as a result of the use of alcohol or any narcotic drug or is in the possession of any illegal drug or substance.
3. The following activities are prohibited while on the LESSOR'S WATERCRAFT OR DOCKS:
 - (a) ELECTRIC BOATS are NOT fishing or pet friendly.
 - (b) NO HORSEPLAY and NO HEAD FIRST DIVING from any watercraft or dock.
 - (c) NO TOWING of any watercraft ... and NO BEING TOWED.
 - (d) NO WEAPONS of any kind to include concealed weapons or hunting weapons.
4. LESSOR reserves the right to refuse service to any person(s) or anyone in their party acting in a way that we deem detrimental to the rights and privileges of other customers and marina patrons including but not limited to possession of excessive amounts of alcohol, rude or boisterous behavior including excessive loud or foul language.
5. ALL PADDLE SPORTS must stay within the cove of the Marina and never go beyond the No-Wake bouys at the south end of the cove.
6. A Coast Guard approved flotation device MUST be worn at ALL TIMES - regardless of age or experience.
7. LESSEES shall immediately report any damage to the watercraft they are using to the LESSOR. Early detection generally results in less damage and less cost to repair. DO NOT attempt to make your own repairs.
8. DO NOT EXCEED the maximum capacity or maximum weight limit per watercraft.

ORIENTATION

1. ALL PADDLE SPORTS
 - Walk around watercraft; locate and document any damages.
 - It is highly recommended to carry a cell phone with you... If you do not, you must remain insight of the marina.
 - DO NOT cut in front of or get within 50 feet of boats or PWCs... Beware of your surroundings.
 - **Stay with capsized watercraft.** It draws immediate attention. Swimming to the shoreline is much farther than it looks.
 - Should weather turn inclement while you are on the water, return immediately to the marina or nearest safe shelter. **Advise Lessor of your status by calling (803) 407-2929.**
 - Return watercraft to the rental hut where you picked it up and an employee will assist you in docking. DO NOT board or unload without assistance from dock staff.
 - Watercrafts must be back to the Rental Hut on time. **LATE RETURN will be charged \$25 for each 15 minute interval - NO WARNINGS GIVEN!**
2. KAYAKS AND PADDLEBOARDS
 - Safe Boarding Tips - Board from the launch ramp or the water. DO NOT board from another watercraft.
 - Paddling Tips - Posture, Hand Placement, and Paddling.
 - Always begin and end your paddling from a kneeling or sitting position. DO NOT approach while standing.
3. ELECTRIC BOATS
 - Safe Boarding Tips : (Handing over Bags) Board by kneeling into the center of the boat.
 - Battery: State of charge indicator and when to return boat... Bimini Top: Explain how to engage.
 - CRAFT HANDLING: - Power "GO" button... Forward/Reverse (reminder to NOT change direction without releasing the "GO" button)... Speed Control (reminder to limit speed to #4 if boating for more than 2 hours)... and Steering handle.

Lessee: X _____ Participant(s): X _____ X _____

RESERVATION ID: WRSA-B5WEQ DATE: 3/24/15 REFERENCE: