

POWERBOAT 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 vessel, equipment and towables described herein. LESSEE agrees said vessel will not be occupied by greater number of persons than shown below and indicated on the maximum capacity plate located on the vessel.

LESSEE: John Doe	Cell Phone: 803-321-1234	Reservation Date: 3/24/15
Address: 1234 Boating Drive	Email: fun@betterboatingllc.com	From: 10:00 AM
City: Ballentine	State: South Carolina Zip: 29002	To: 5:00 PM
Boat Description: 24' Pontoon 115HP Alpha Reg No. SC-2735-CF Max Cap = 13 _____	(initial)	Captain:
Captain:	Captain:	

ADDITIONAL EQUIPMENT PROVIDED

Anchor Rode (1)	Paddle (1)	Fire Extinguisher (1)
Dock Lines (2)	Throwable (1)	Safety Box w/whistle,flag,map
Fenders (4)	Child PFD's (5)	Adult PFD's (Qty=cap of boat)

CHARGES

Vessel: 125.00
Towables: 0.00
Discount: 0.00
Subtotal: 125.00
SC Sales Tax: 10.00
TOTAL RENTAL: 135.00
*Reservation Deposit: 0.00
BALANCE DUE: 135.00

***RESERVATION DEPOSIT:** Receipt of payment to be applied on the rental of the vessel, equipment and towables 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

- Prior to outing, LESSEE will provide one or more credit cards for LESSOR to place a "Security Hold" totaling \$1000 pending safe return of the vessel, equipment and towables per Section (4) of this Agreement.
- Prior to outing, LESSEE will examine the Rental vessel, equipment and towables and document on the Check Out/In Form anything that is 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 vessel, equipment and towables in a clean, safe, dependable condition while in his/her custody or be subject to additional charges per Section (4) of this Agreement.
- In the event the vessel, equipment and towables are not returned by the time specified herein, said LESSEE agrees to pay OVERTIME AT \$50 PER 15-MINUTES. EARLY RETURN WILL NOT RESULT IN A REFUND OR PRORATED RATE!
- LESSEE is responsible for the safe and proper operation of the vessel, equipment and towables per Section (8) of this agreement and as instructed in the PowerBoat Orientation AND in accordance with all Better Boating Rules and Safety Regulations AND SC Department of Natural Resources laws and regulations.
- Prior to outing, LESSEE will verify that the vessel they are renting is equipped with a full tank of gas. LESSEE is responsible for refueling the vessel after their rental.

ADDITIONAL CHARGES

Equipment: _____
Propeller: _____
Cleaning/Late Fee: _____
Other: _____
Other: _____
Subtotal _____
SC Sales Tax _____
TOTAL DUE: _____
Refund Due: _____
Amount Paid: _____
BALANCE DUE: _____

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.

LESSOR: Better Boating, LLC *Note: Only those signing below are authorized to operate the vessel.

*LESSEE: X _____ *LESSEE/CAPTAIN: X _____ DATE: _____
*LESSEE/CAPTAIN: X _____ *LESSEE/CAPTAIN: X _____

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 VESSEL, EQUIPMENT, AND TOWABLES AS THE ONE BEING RENTED DESCRIBED ABOVE.

Reservation ID: WRSA-9RBYQ

Reference:

POWERBOAT 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 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 vessel, equipment and towables. 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 vessel, equipment and towables.
2. CANCELLATIONS: Reservations cancelled more than 14 days in advance of reservation date receive a full refund. Reservations cancelled 7 to 13 days in advance of reservation date will result in a 50% cancellation fee. Reservations cancelled less than 7 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. Rental fees may be prorated based on time used. 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 (or cards) for LESSOR to place a "Security Hold" of \$1000 pending timely and safe return of the rental vessel, equipment and towables in as good condition as when received - ordinary wear and tear excluded. Upon return of the vessel, equipment and towables by LESSEE, the LESSOR can convert this security hold to a charge for unpaid late return fees, reimbursement of articles damaged, missing or broken equipment, or fuel if the vessel is not returned with a full tank. 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 vessel. This includes but is not limited to agreeing not to use, nor permit the use of the rental vessel: (a) by any person other than the signatory of this agreement; (b) by any person under the age of 21; (c) while under the influence of alcohol or drugs; (d) in a careless or negligent manner; (e) for any unlawful purpose.
6. The Rules and Safety Regulations contained herein and as posted on the dock, on the vessel, 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 vessel 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 vessel, equipment and towables 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 vessel, equipment or towables. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss or damage to property or injury to persons (including death) resulting from the use, operation or possession of rental vessel, equipment, or towables - 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 vessel or towable, 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 vessel, LESSEE will immediately report same to LESSOR. Continued use of vessel 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 vessel, 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 POWERBOAT 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: _____ (initial)

LESSEE/CAPTAIN: X _____ (initial)

LESSEE/CAPTAIN: X _____ (initial)

LESSEE/CAPTAIN: X _____ (initial)

POWERBOAT RENTAL AGREEMENT (3 OF 3)

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

1. Only those LESSEES who sign the Powerboat Rental Agreement and complete the Powerboat Orientation provided by LESSOR are permitted to operate the vessel.
2. No person shall be allowed to reserve, use or operate any Powerboat of the LESSOR who:
 - (a) Is under twenty-one (21) years of age;
 - (b) Is intoxicated or has impaired judgment as a result of the use of alcohol or any narcotic drug;
 - (c) Is in the possession of any illegal drug or substance;
 - (d) Has not paid LESSOR dues and charges prior to leaving the dock.
 - (e) Is guilty of repeated violations of these rules or repeated damage to vessels or equipment.
3. The following activities are prohibited while on the LESSOR'S BOATS OR DOCKS:
 - (a) Pets are only allowed on boats designated as pet friendly boats. No more than two pets are allowed.
 - (b) Fishing is not allowed from the docks and is only allowed on boats designated as fishing boats.
 - (c) NO COOKING on any boat. GRILLS ARE NOT permitted on board at any time.
 - (d) NO "RAFTING UP" with other boats.
 - (e) NO HEAD FIRST DIVING from any boat or docks.
 - (f) NO TOWING of any vessel and NO BEING TOWED by any vessel.
 - (g) NO HORSEPLAY or running on docks or boats.
 - (h) NO WEAPONS of any kind to include concealed weapons or hunting weapons.
 - (i) ENGINE Must be OFF if anyone is in the water.
4. Courtesy and respect for the rights of others to use and enjoy the LESSOR'S boats and accessories are essential. Accordingly, LESSOR reserves the right to refuse service to any person(s) or anyone in their party demonstrating activities that we deem detrimental to the rights and privileges of other customers and marina patrons including but not limited to the following:
 - (a) Rude or boisterous behavior including excessive loud or foul language;
 - (b) Excessive amounts of alcoholic beverages for the amount of people on the vessel;
 - (c) Demonstrated lack of interest or concern for learning to properly operate the vessel during the Powerboat Orientation.
5. Passengers must ride inside the boat. It's against the law to ride on the bow, sides or back of any boat.
6. Boats must be operated at idle speed (No Wake) when traveling in and around the marina.
7. Life jackets are required to be worn at all times by persons who are under 13 years of age and anyone riding on water towable. Only towables rented from the Lessor are allowed to be towed by the rental boats. Lessees are NOT allowed to bring their own towables.
8. State Law prohibits circling around a boat engaged in fishing or persons who are swimming. You are required to stay at least 300 feet away from a displayed diving flag. (Red flag with white diagonal line).
9. LESSEES are responsible for placing their trash into the containers or bags provided by the LESSOR on the vessel. Cleaning fees will be charged if their vessel is returned and requires excessive cleaning – particularly red mud. **CLEANING CHARGES START AT \$35.**
10. LESSEES shall immediately report any damage that occurs on the vessel they are using to the LESSOR. Early detection will generally result in less damage less cost to repair. In the event of a mechanical or engine failure, DO NOT attempt to make your own repairs. **REPAIR CHARGES START AT \$35.**
11. LESSEES who fail to return their vessel and/or accessories by the end of the outing period will be assessed **\$50 for each 15-minute** period until the vessel is returned.
12. The LESSOR reserves the right to delay or cancel boating activities due to inclement or impending bad weather. LESSEES are encouraged to call the LESSOR prior to leaving home if weather appears to be in question. Should weather turn inclement while you are boating, return immediately to the marina or nearest safe shelter. Advise the LESSOR of your status by calling (803) 407-2929.
13. ADDITIONAL SAFETY RULES FOR THE DOUBLE DECKER:
 - (a) ENGINE must be switched OFF if anyone is on the slide.
 - (b) NO passengers on the upper deck while the vessel is underway.
 - (c) NO running or horseplay. NO head first diving. NO head first sliding. NO jumping from upper deck.

Lessee: _____ Lessee: _____

RESERVATION ID: WRSA-9RBYQ DATE: 3/24/15 REFERENCE: