

POWERBOAT RENTAL AGREEMENT (2 pages)

Lake Murray Marina
1602 Marina Road
Irmo, SC 29063

LESSOR
Better Boating, LLC
803-407-2929

SouthShore Marina
3072 US-378
Leesville, SC 29070

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: <u>803-321-1234</u>	Reservation Date: 01/01/2019
Address: 1234 Boating Dr _____	Email: <u>_fun@betterboatingllc.com</u>	From: 10:00 AM
City: <u>_Ballentine</u>	State: <u>_SC</u> Zip: <u>_29002</u>	To: 5:00 PM
Boat Description: Alpha 22' Pontoon 90HP... SC-6991-DF... Max Cap=10 _____ (initial)	Captain: _____	Captain: _____

ADDITIONAL EQUIPMENT PROVIDED

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

***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

- A. 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.
- B. 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.
- C. 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!
- D. 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.
- E. 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.

CHARGES

Vessel: _____
Towables: _____
Discount: _____
Subtotal: _____
SC Sales Tax: _____
TOTAL RENTAL: 236.52
*Reservation Deposit: 236.52
BALANCE DUE: 0.0

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.

Booking ID:

POWERBOAT RENTAL AGREEMENT (PAGE 2 of 2)

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 will incur a \$35 cancellation fee. 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 25; (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 DOCK SHEETS (Page 1 of 6)

DEPARTING	RETURNING
Lessee: John Doe Lessee: _____ Lessee: _____ Lessee: _____ Cell Phone: _____ Vessel Alpha 22' Pontoon 90HP... SC-6991-DF Fuel: Full / Not Full Adults aboard: _____ Kids (age<13) aboard: _____	Return Time: _____ (S) 5:00 PM (A) _____ Fuel: Full / Not Full Late fee: \$ _____ Fuel Charge: \$ _____ Cleaning Charge: \$ _____ Lessee: X _____ Signature Authorizing Charges
EQUIPMENT ON VESSEL (Departing)	EQUIPMENT ON VESSEL (Returning)
<input type="checkbox"/> Ski Vests: (Qty _____) <input type="checkbox"/> PFD's (Qty = Capacity of Boat) <input type="checkbox"/> Safety Box (whistle, distress flag, map) <input type="checkbox"/> Throwable _____ Tube <input type="checkbox"/> Fire Extinguisher _____ <input type="checkbox"/> Anchor & Rode _____ <input type="checkbox"/> Fenders (4) _____ <input type="checkbox"/> Dock Lines (2) _____ <input type="checkbox"/> (Other) _____	<input type="checkbox"/> Ski Vests: (Qty _____) <input type="checkbox"/> PFD's (Qty = capacity of Boat) <input type="checkbox"/> Safety Box (whistle, distress flag, map) <input type="checkbox"/> Throwable _____ Tube <input type="checkbox"/> Fire Extinguisher _____ <input type="checkbox"/> Anchor & Rode _____ <input type="checkbox"/> Fenders (4) _____ <input type="checkbox"/> Dock Lines (2) _____ <input type="checkbox"/> (Other) _____
DAMAGE CHECK (Departing)	DAMAGE CHECK (Returning)
Prop & Skeg OK _____ Y N Comments: _____ Dock Master's Signature: _____	Prop & Skeg OK _____ Y N Comments: _____ (Use page 2 if additional space needed) Dock Master's Signature: _____

READ THE PROVISIONS BELOW CAREFULLY BEFORE SIGNING

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, The Lessee (whether one or more) have read and understand that the activities associated with use of this vessel, equipment and towables can result in injury, illness, or even death. I recognize and assume all risk inherent in operating this vessel and use of the equipment and towables.

I acknowledge that I have examined the vessel, propeller and skeg and found all to be in good condition and suitable for the purpose for which it is leased. I also acknowledge that all equipment and towables listed under the "departing" block above are on the vessel and in acceptable and suitable condition. In addition, I acknowledge that the vessel, equipment, and towables provided are suitable for the purpose for which I will be using them. Any exceptions shall be noted on this form prior to departing the dock.

I agree that if any of the equipment or towables which I checked out is lost, stolen or damaged while in my possession and/or if there is any damage to the vessel, propeller or skeg, that I will promptly pay Better Boating for its replacement or repair as set forth in the rental agreement. Bent, chipped or dinged propellers or skegs will be considered damaged and in need of repair or replacement. I further agree to be responsible for the actions of all members of my party with respect to theft or damage to the vessel, equipment and towables and to further be responsible for any damage, theft or injury caused by my party to other persons or vessels.

In the event that I experience propeller damage, skeg damage, mechanical failure, hull damage or any other defect of the vessel, equipment or towables during the time that the vessel is in my possession, I agree to promptly notify Better Boating of any such defect. The continued use of a defective vessel, equipment or towable may cause personal injury to other people and increase the damage to the vessel and/or equipment. If I continue to use the defective vessel, equipment or towable it shall be at my own risk, and I shall assume all liability for injury to all persons and property that may become involved by virtue of such continued use.

The Lessee certifies that he/she has read, understands and has received a copy of the terms and conditions of this agreement, and further assumes the responsibility to see that his/her family and/or guests will obey these terms and conditions. I certify that I am capable of handling and operating the vessel, equipment and towables which I have reserved and is indicated on this form. I certify that I have received instruction in the safe and proper operation of this vessel, equipment and towables per the Better Boating Powerboat Orientation and SC Department of Natural Resources Laws and Regulations.

**** I certify that I am NOT under the influence of alcohol or drugs at this time.**

Lessee: X _____ Lessee/Captain(s): X _____ X _____ X _____

POWERBOAT ORIENTATION

A. VESSEL ORIENTATION (Do this at the dock and on the boat at the dock)

- Safe Boarding Tips (handing over bags & coolers, holding the boat for boarding, stepping on seats, kids).
- Have LESSEE locate PFD's, Paddle, First Aid Kit, Dock Lines, Anchor, Fire Extinguisher, and Throwable.
- Engine Starting Procedures; (Trim up/down, Kill Switch, Neutral Inter-lock, Alarm & Gauges).
- NEVER start or run engine with propeller out of water. NEVER leave engine running while anyone is in the water.
- Must remain inside the vessel at all times, Arms & Legs are not to be used to stop the vessel! NEVER ride outside the rails or on the bow.
- How to engage Bimini tops.
- Walk around vessel; locate and document damages.

B. VESSEL HANDLING (At trainer's discretion)

- Demonstrate how to use throttle (forward & reverse) NEVER turn engine off while vessel is moving.
- No wake in Marina and other posted areas. (Circle=No Wake buoys, Point out examples.)
- Reading shorelines and dangerous areas. (Diamond=Danger buoys, Point our examples.)
- Running aground: If you run aground, stop engine immediately. NEVER "Give it gas" to get out. Raise the out drive and move vessel (by paddle or by getting out of vessel) to deeper water. Return SLOWLY to marina for new prop. Continued use (vibration) may cause excessive and very expensive damage.
- Rules of the Road: Similar to driving a car. When meeting head on, indicate intended course by showing color on the side of vessel. Overtake vessel on their port side w/ extra clearance. Right of way belongs to Sailboats under sail, any vessel you are overtaking or crossing in front of & ALL vessels under tow.
- Wakes: Cross at 45 deg. to near head-on. For large wakes and swells slow down but stay under power. Do NOT go to neutral and drop the bow (demonstrate what not to do). Big boat rule "The bigger the boat... The more they rule".
- Do not operate vessel within 300 feet of swimmers, fishing boats, or diving buoys. (Red flag with white diagonal line run) Discuss safe swimming (anchor must be deployed in windy conditions)
- Discuss chart/lake map and point out Susie Ebert, Goat Isl., Spence's Pt., and Bomb Isl. Discuss 60deg. compass bearing and cell towers.
- IF TOWABLES: Never back up or run over ski ropes. When retrieving a skier, approach very slowly from downwind to bring the skier along starboard side. Switch engine off (not in neutral). NEVER allow anyone to board while the engine is running.
- Anchoring, scope and line storage. (Make sure they can secure anchor line to vessel. How to dislodge anchor.) Must anchor in 10 feet of water or less. ANCHORS ARE NOT TIED TO THE VESSEL WITHIN THE ANCHOR LOCKER!

POWERBOAT ORIENTATION

C. SAFETY REMINDERS

- Always operate vessel defensively. Avoid problems even if you are right and other vessel is in the wrong. If you must, bring your vessel to a stop.
- STORMS = When you see a storm approaching, return to the Marina. If caught in storm stay in middle of lake and run very slowly into wind.
- Almost all boating accidents are alcohol and/or drowning related. Wear life vests. Children under 13 are required to wear PFD's at all times.
- Stay with capsized vessel. It draws immediate attention and help will come fast. Swimming to the shoreline is always much farther than it looks.
- **Do not tow another vessel or be towed by another vessel.** Call 803-407-2929 for assistance. (Explain why this is dangerous).

D. DOCKING AND FUELING (Have Lessee dock at the gas dock)

- Call 803-407-2929 when ENTERING THE NO WAKE ZONE.
- Prepare for docking: Note WIND direction. Attach docking LINES to appropriate side of vessel. APPROACH DOCK VERY SLOW. All passengers should remain seated with hands and legs inside of vessel during docking procedure. Do NOT use them to stop a vessel.
- Dock INTO the slip: Captain MUST REMAIN SEATED with ENGINE RUNNING! Do NOT drift forward and let bow hit dock.

E. REMINDER OF BETTER BOATING RULES AND SAFETY REGULATIONS

- Vessels must be TIED-UP at the Gas Docks on time. LATE RETURN will be charged \$50.00 for each 15 minute interval – NO WARNINGS GIVEN! **RETURN TIME: 5:00 PM**
- Vessels should be returned “reasonably” clean. CLEANING CHARGES start at \$45.00. RED MUD/DIRT = CLEANING CHARGE!

I acknowledge that I have received instruction in and understand all above items as part of my Powerboat orientation.

LESSEE/CAPTAIN(S): X_____ X_____ X_____ X_____
John Doe

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER

This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity ("Rental Agreement") is applicable to all renters, operators, passengers, and users of equipment provided by Rental Company. *(For purposes of this Rental Agreement, the term "Rental Company" includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Better Boating, LLC). The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even if such damages arise out of the negligence or fault of Better Boating.

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I acknowledge that the operation or use of a watercraft has inherent risks that may lead to bodily injury or death. I further understand that I am not bound or required to participate in any of the activities presented to me, but I have willingly and voluntarily decided to participate. I realize that I am free to refuse to participate in any or all activities including those I feel uncomfortable with or which I feel cannot be completed safely by me. I knowingly and voluntarily assume all known and unknown risk of injury, illness, damage or loss, associated with the rental, operation, or use of the watercraft, or associated rental equipment. Even if arising from the negligence, act or omission of Rental Company, and assume full responsibility for my participation.

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I hereby release and hold harmless Rental Company from all liability, claims, demands or causes of action for any injury, disability, death or loss or damage to person or property sustained by me and/or any minor children for whom I am a parent, legal guardian or, or otherwise responsible, whether caused by the negligence of Rental Company or otherwise. This includes any injury, disability, death or loss or damage to person or property sustained as a result of a hidden, latent or obvious defect on the watercraft or any of the equipment used, or any failure to properly instruct, supervise or train. As part of the consideration for using the chartered equipment, I promise not to sue or make a claim against Rental Company for any damage or loss suffered as a result of my participation in the rental activities. It is the intent of this rental agreement to fully and completely release Rental Company from all claims.

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I agree that I will indemnify and hold harmless Rental Company for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care and control, as a result of any and all activities related to the rental, operation or use of equipment provided by Rental Company, even if such damages arise out of the negligence or fault of Rental Company.

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft rented from Rental Company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental Company.

POWERBOAT DOCK SHEETS (page 6 of 6)

SOUTH CAROLINA RENTAL AGREEMENT (Page 2 of 2)

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of South Carolina. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft and equipment. I enter into this Rental Agreement freely and voluntarily without any inducement.

CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY.

Signature below indicates that you have read this entire document and agree to its terms and conditions.

<u>Print Names:</u>	<u>Age (if under 21)</u>	<u>Signature or Guardians's Signature</u>	<u>Date</u>
Lessee:			01/01/2019

1. John Doe		_____	
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Operators/Passengers:

2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	
5. _____	_____	_____	
6. _____	_____	_____	
7. _____	_____	_____	
8. _____	_____	_____	
9. _____	_____	_____	
10. _____	_____	_____	
11. _____	_____	_____	
12. _____	_____	_____	
13. _____	_____	_____	
14. _____	_____	_____	
15. _____	_____	_____	

RULES AND SAFETY REGULATIONS - POWERBOATS

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-five (25) 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 Lessor are 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 \$45.**
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: _____

Booking Id: 78b45dc Date: 01/01/2019