



Renters Agreement

Personal Information:

Name:		Date:	
Address:			
City:	State:	Zip Code:	
Cell Phone:	Email:		
Drivers License State:	DL Number:	DOB:	

Boat Information:

Boat Make/Type:		Boat Number:	
Boat Hours OUT:	Boat Hours IN:	Fuel OUT:	
Life Jackets Needed: YO SM MD LG XL List Number Needed of Each Size		E 1/4 1/2 3/4 F	
		Fuel IN: E 1/4 1/2 3/4 F	
Leave Time:	Return Time:	Boat must be returned with same amount of fuel. Failure to do so will result in a \$30 per quarter tank charge.	

Boat Inspection:

	Pre-Release Inspection	Final Inspection
Stereo & Speakers		
Exterior & Bimini Top		
Seats		
Floors		
Upholstery		
Ladder		
Jet Pump		

Inventory Checklist:

Item	Qty.	Cost Per Unit (If Not Returned)	Item	Qty.	Cost Per Unit (If Not Returned)

Renter is responsible for watercraft and all accessories for the entire rental period until watercraft is returned to rental company including, but not limited to, the event of weather or unforeseen circumstances which make it necessary to leave watercraft secured in water. Renter should be mindful that any damage occurring from watercraft not being secured properly under any circumstances is the renter's responsibility.

Renter Initials: _____

Estimated Cost of Damages:

Following is a list of potential damages that may occur due to renter's negligence during the rental period. For each item listed, there is an **estimated** cost of replacement and/or repair. All damages will be repaired by a certified marine mechanic and the cost absorbed by the renter will include total cost of invoice plus 25%. This list is not all inclusive and any additional damages incurred that are not listed herein will be repaired and charged to the renter as stated above with the same stipulations of cost.

- Front navigational lights- \$35
- Rear navigational lights - \$75
- Seat tear - \$350 minimum (if seat has to be replaced the cost could exceed \$1,500)
- Stereo - \$350
- Stereo speaker - \$150
- Antenna - \$100
- Carpet/Flooring stain or burn - \$75 minimum (if stain can't be removed, renter will be responsible for total carpet/flooring replacement at a cost that could exceed \$1,500)
- Jet pump damage - \$850
- Ladder damage - \$225
- Bimini top damage - \$750
- Scratches or damage to gel coat - \$300 minimum (cost could exceed \$3,000)

Please note: We don't allow smoking on our watercraft. Pets are not allowed on the boats. Red mud stains will result in automatic cleaning cost of \$100 minimum.

Renter Signature

Date

Waiver/Release of Liability/Assumption of Risk/Indemnity

I. Disclaimer

YOU MUST BE 25 YEARS OF AGE OR OLDER TO RENT ANY BOAT. ANYONE UNDER 25 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT AT ANY TIME DURING THIS RENTAL PERIOD.

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 waiver and release, the term “rental company” includes all employees, agents, representatives, servants, assigned successors, insurers, and subsidiaries of rental company). The undersigned agrees that he/she is also signing the release on behalf of any minor children for whom he/she is parent, guardian, or otherwise responsible for care, custody, and 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 if 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 individual, even if such damages arise out of the negligence or fault of rental company. Rental company is not responsible for any injuries or damages to undisclosed operators and passengers, and undisclosed operators or passengers are not allowed to use any watercraft or equipment of the rental company.

II. Express Assumption of Risk

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 have willingly and voluntarily decided to participate. I have no health restrictions, which would prevent me from participating in any activities including those I feel uncomfortable with, or which I feel cannot be completed safely by me. I knowingly and voluntarily assume all risk of injury, illness, damage or loss, both known and unknown, 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 of Liability

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 parent, legal guardian, 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 incurred 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.

IV. Covenant Not to Sue

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.

V. Liability to Third Parties

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.

VI. Renters Consent to Payment of Rental Watercraft Losses and Damages

A valid credit card number shall be retained by the rental company and will be used to provide full compensation for failing to return said rental watercraft in as good condition as when received by renter. Compensation includes, but is not limited to, reimbursement of articles damaged, missing or broken. Renter authorizes the rental company to charge renters credit card for these items in such case. In the alternative or in addition to the charges to renters credit card, the rental company, in its sole discretion, may demand that the renter pay such charges in immediately available funds such as cash or certified check. The amount available on the balance of the credit card shall in no way be considered a limitation on the amount of damages, reimbursements, or rental charges owed to the rental company by the renter.

Renter hereby acknowledges and understands that the watercraft is without damages or defects including, but not limited to, dents, scratches, tears, stains and propeller damage. An inspection of the watercraft will be conducted by both the rental company and renter prior to the rental period whereby any existing damages will be noted and acknowledged in writing on the attached boat rental agreement form. Upon return of the watercraft, the rental company will conduct a final inspection. Renter will be held responsible and liable for the total cost of any and all damages to the watercraft that were not noted during the initial inspection. Rental company has up to 48 hours after this rental & prior to being rented again to discover and inform renter of damage found. Renter acknowledges and understands that all rental watercraft include accessory items and all Georgia department of natural resources required equipment including, but not limited to personal flotation devices, fire extinguishers, throw devices, anchors, etc. All items including the values of each item will be noted between the rental company and the renter prior to launching the rental watercraft. By signing the inventory list, the renter acknowledges and accepts full responsibility for all items listed. Upon return of the rental watercraft, the rental company and the renter will count all returned items. Any items missing or damaged from the signed agreement will be paid for by the renter as stated herein.

Early returns or cancellation due to the negligence of the renter will not result in a refund. Absolutely no refunds will be given due to mechanical failure until rental company has had the opportunity to check the unit for operator negligence and or abuse. If it is determined that the renter has caused damage to the unit, the rental company reserves the right to charge the renter's credit card without any further notification or authorization from the rental company. Renter will be responsible for any revenue loss due to watercraft being unrentable due to damage caused during this rental period.

VII. General Terms and Conditions

I certify that I have received adequate and proper safety and operational instructional 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 (a) for any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; (d) to carry passengers or property in excess of the craft's rated capacity; (e) in a race or competition; or (f) in violation of the instructions I received from rental company.

This 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 agreement and merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this agreement, and there is no further consideration to be paid by any part to any other party other than as recited herein.

If any provision or part of a provision of this agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain valid and enforceable by any party. This agreement shall be governed by and construed under the laws of the state of Georgia 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 the rental company for its litigation expenses, including reasonable legal fees and court costs. Any suit or dispute must be pursued through arbitration in Hall County or Lumpkin County instead of through the courts.

RENTER READ CAREFULLY:

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

I have read the terms of this rental agreement, waiver and release of all claims including the provisions regarding assumption of risk, release of liability, disclaimer of express and implied warranties and the covenant not to sue, 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 agreement freely and voluntarily without any inducement.

I agree to assume responsibility, even those risks arising out of negligence by rental company, other passengers, riders, and/or all participants on the watercraft. My and our participation in the activity is purely voluntary. I assume full responsibility for myself and all passengers on the watercraft, including any minor children, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of passengers, riders, guests and other passengers on the watercraft and even if caused, in whole or in part by the negligence or other fault of the rental company, its officers, directors, employees, agents, subsidiaries, legal representative and assigns (collectively the "releasees").

Read this entire 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 and are signing this document on behalf of all the operators/passengers as listed below. Furthermore, any passengers/operators not listed on this document.

RENTER:

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE TERMS, CONDITIONS AND RELEASE OF LIABILITY

Print Name

Signature

Date

ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFETY AND OPERATIONAL PROCEDURE.

PARTICIPANTS:

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ AND AGREE TO ALL OF THE ABOVE TERMS, CONDITIONS, AND RELEASE OF LIABILITY. FOR ANYONE UNDER 18, A PARENT/GUARDIAN MUST SIGN.

	Print Name	Age	Signature/Guardian Signature
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____
7)	_____	_____	_____
8)	_____	_____	_____
9)	_____	_____	_____
10)	_____	_____	_____
11)	_____	_____	_____