

HOLDEN BEACH MARINA
 (HOLDEN BEACH MARINE GROUP LLC)
 3832 Pompano Street SW
 Supply, NC 28462

Watercraft Rental Agreement

Lessee: _____ Cell Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Driver's License #: _____ State: _____ Social Security #: _____

****ALL RENTERS MUST BE ATLEAST 21 YEARS OF AGE AND PROVIDE PROOF OF AGE****

The following individuals certify that they have received safety and operation training from HBM and are hereby the only authorized operators of the rental watercraft.

Print Name	Signature	Age

Date Rented: _____ Time Rented: _____ Watercraft: _____

Rental Fee: _____ *plus tax and fuel Pet Cleaning Fee: _____

CC# _____ EXP _____ CVC _____ Zip _____

Cancellation Policy: Cancellations made less than 48 hours from reservation will be charged 50% of rental fee.

In consideration of the agreement herein, Holden Beach Marine Group LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the watercraft and equipment described herein. In the event the craft is not returned at time specified herein. Said LESSEE agrees to pay for **OVERTIME at rate of \$75.00 per each half-hour.** Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON AGREEMENT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS. Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF WATERCRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS. Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown on capacity plate or posted in office. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from watercraft and will operate that said craft within the Intracoastal Waterway ONLY (**Boats are allowed from Cape Fear River to South Carolina Line; Jet Skis are allowed between HB Marina and Mile Marker 72.**) and I (We) have familiarized myself/ourselves with a chart of the area. **OPERATING IN OCEAN IS FORBIDDEN! WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION.** Initial: _____

I authorize and allow Holden Beach Marine Group LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling or tax. Boat will be refueled upon arrival and you will be responsible for fuel you have used. Initial: _____

Only pets under 20lbs are allowed on watercraft and there is an extra \$25 cleaning fee. Initial: _____

The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody. **Initial:** _____

A major credit card must be provided (VISA, MasterCard, Discover, American Express or Debit) by the LESSEE and shall be retained by the LESSOR as collateral. Cleaning fee of \$150 shall be charged if the vessel is not returned in same condition, other than saltwater spray, ordinary wear and tear excluded, as when received. FEE will be charged for any watercraft or articles damaged, missing, or broken. Should LESSOR have to come rescue LESSEE for anything other than mechanical failure, a \$300 rescue fee will be charged to LESSEE, and LESSEE agrees to said charges. **Initial:** _____

LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;
- b. of the rental craft in a careless or negligent manner;
- c. of the rental craft while under the influence of alcohol, narcotics, or any other drugs;
- d. by any other person not the signatory of the agreement;
- e. of the rental craft after dark.

Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the rental craft. LESSEE FUTURE AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates, and personnel 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 craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft, or any other causes whatsoever. **Initial:** _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR. **Initial:** _____

In the event of **malfunction, breakdown**, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely be at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use. If it is determined that the breakdown occurred due to LESSEE negligence or carelessness, the LESSEE is responsible for the cost of repairs. **Initial:** _____

LESSOR'S ability to provide a rental craft 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. **Initial:** _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used. **Initial:** _____

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules. **Initial:** _____

If your designated watercraft rental is damaged in a prior rental or not available for any reason, Holden Beach Marine Group LLC reserves the right to substitute a comparable watercraft. **Initial:** _____

Reckless operation of a watercraft shall include but not be limited to:

- a. Weaving through congested traffic;
- b. Jumping the wake of another vessel unreasonably or unnecessarily close to such other vessel or when visibility around other vessel is obstructed or restricted;
- c. Becoming airborne or completely leaving the water while crossing the wake of another vessel within 100 feet of the vessel creating the wake;
- d. Operating at greater than slow/no wake speed within 100 feet of an anchored vessel, shoreline, dock, pier, swim float, marked swim area, swimmers, persons engaged in fishing or any manually powered vessel;
- e. Operating contrary to navigation rules including following too closely to another vessel, including another personal watercraft. "Following too closely" shall be construed as proceeding in the same direction and operating at a speed in excess of 10mph within 100 feet to the rear or 50 feet to the side of another vessel which is underway, unless said vessels are operating in a narrow channel, in which case personal watercraft may operate at the speed and flow of other vessel traffic within the channel.

Initial: _____

Should any term or condition of this Watercraft Rental Agreement be held 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.

THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: HOLDEN MARINE GROUP LLC by: _____ DATE: _____

LESSEE: (sign & print) _____ DATE: _____

PAYMENT AUTHORIZATION

I, _____ authorize Holden Beach Marine Group LLC, to charge my credit/debit card indicated on page 1 for the Watercraft Rental Fees, Fuel Charge (if applicable), Sales Tax, and any other fees due upon return of watercraft.

X _____ Date: _____

(I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Holden Beach Marine Group LLC, I certify that I am an authorized user of this credit/debit card and will not dispute the transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization for and watercraft rental agreement. Should court intervention be required to enforce the terms of the watercraft rental agreement or this payment authorization form, the prevailing party shall be entitled to their attorney's fees and court costs. Venue shall be in Brunswick County, NC. Should any portion of this watercraft rental agreement or this form be deemed invalid, the remaining portions shall be in full force and effect.)