

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

Boat Rental Agreement

Lessee: _____ Cell Phone: _____

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

Emergency Contact _____ Relationship _____ Phone # _____

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

The following individuals certify that they are hereby the only 2 authorized operators of the rental watercraft.

Print Name	Signature	Driver's License State and #

Date Rented: _____ Time Rented: _____ Watercraft: _____

Rental Fee: _____ *plus tax and fuel (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.)

CC# _____ EXP _____ CVC _____ Zip _____

RENTAL TERMS AND CONDITIONS:

LESSEE= Persons renting watercraft; LESSOR= Holden Beach Marine Group LLC dba Holden Beach Marina

Cancellation Policy: Cancellations made less than 48 hours from reservation will be charged 100% of rental fee. Cancellations made less than 7 days from reservation, will be charged 50% of rental fee. Cancellations made more than 7 days from reservation will be refunded in full minus a \$25 processing fee.

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.

LIMITS: I, the LESSEE, will operate that said watercraft within the Intracoastal Waterway ONLY! Boats are allowed from Southport, NC to Little River, SC; Jet Skis are allowed between HB Marina and Mile Marker 71A ONLY! OPERATING IN THE OCEAN IS FORBIDDEN! WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF WATERCRAFT IS FORBIDDEN, NO EXCEPTIONS.

NO WAKE ZONES: I, the LESSEE, am aware of No Wake areas and am responsible for any damaged caused by my wake and will operate at idle speed in all No Wake Zones.

OVERAGE: In the event the watercraft is not returned at time specified herein, LESSEE agrees to pay OVERTIME rate of \$75.00 per each half-hour.

CLEANING FEES: LESSEE agrees to pay a cleaning fee of \$125 if the watercraft is not returned in the same condition, other than saltwater spray, ordinary wear and tear excluded, as when received.

I have read and understand page 1. Initial: _____

SAFE OPERATION: LESSEE agrees not to use, nor permit the use:

- of the rental craft for any unlawful purpose;
- of the rental craft in a careless, reckless, or negligent manner;
 - Reckless or negligent operation of a watercraft shall include but not be limited to:
 - Weaving through congested traffic;
 - Jumping the wake of another vessel unreasonably or unnecessarily close to such other vessel or when visibility around other vessel is obstructed or restricted;
 - Becoming airborne or completely leaving the water while crossing the wake of another vessel within 100 feet of the vessel creating the wake;
 - 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;
 - Operating contrary to navigation rules including following too closely to another vessel
- of the rental craft while under the influence of alcohol, narcotics, or any other drugs;
- by any other person not the signatory of the agreement
- of the rental craft with a greater number of persons onboard that is shown on the capacity plate

MALFUNCTIONS: 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. 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.

RESPONSIBILITY: 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. LESSEE further assumes the responsibility to see that their friends, family, and guests adhere to these terms and conditions. LESSEE agrees to hold LESSOR owners and agents from and against any and all claims for loss of or damage to property or injury to person's (including death) resulting from the use, operation or possession of said watercraft. LESSEE further agrees to hold LESSOR owners and agents harmless should loss or damages occur to any other of the LESSEE personal property while carried on, or in, the watercraft including loss or damage caused by fire, water, theft, or any other cause whatsoever for anyone on board.

SUBSTITUTIONS: 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. LESSOR reserves the right to substitute a comparable watercraft. If no substitution is available, then the reservation will be cancelled and LESSEE will receive a full refund of rental fees paid plus a 10% discount towards a future rental.

UNSAFE CONDITIONS: 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.

PETS: Only dogs under 20lbs are allowed on rental boats. LESSEE agrees to pay a cleaning fee if any accidents happen on the boat and for excessive pet hair.

AUTHORIZATION: I, the LESSEE hereby authorize any medical treatment deemed necessary in the event of an injury while renting a watercraft or boat slip and/or medical services, as may be incurred on my behalf. Any film or photographs of LESSEE as a participant become LESSORs property and may be used for promotional or commercial purposes.

I have read and understand page 2. Initial: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of services of Holden Beach Marine Group LLC dba Holden Beach Marina, their agents, owners, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HBM"), I hereby agree to release, indemnify, and discharge HBM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. **WARNING:** I acknowledge that my participation in jet skiing and boating activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles, or other watercraft; boat capsize and entrapment; accidental drowning; watercraft are slippery when wet and accidents can occur getting in or out; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck and back injuries; wrist, arm, or shoulder injuries; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, HBM personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and wet suit bottom (or clothing that provides equivalent protection) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HBM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HBM's equipment or facilities, including any such claims which allege negligent acts or omissions of HBM.
4. Should HBM or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HBM, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by court of law to have waived my right to maintain a lawsuit against HBM on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at HBM.

I have read and understand page 3. 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 HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

LESSEE SIGNATURE: _____ **DATE:** _____

LESSEE PRINT NAME: _____

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

PAYMENT AUTHORIZATION

I authorize Holden Beach Marine Group LLC, to charge my credit card indicated on page 1 for the Watercraft Rental Fees, Fuel Charge, Sales Tax, damages or loss of equipment, late fees, cleaning fees 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.)