

BOAT RENTAL AGREEMENT

SouthEastTennesseeBoatRentals.com 423-506-8694

v1.61421

Date: _____

Customer Information

Name: Renter & Captain _____	Phone : _____
Address: _____	Phone : _____
City: _____ State: _____ Zip: _____	Email: _____

RENTAL CHARGES

Date OUT: _____ To be Returned: _____ BOAT: _____

Rental: _____ Day(s) x Rate: _____ / Day = _____

Misc: _____ Day(s) x Rate: _____ / Day = _____

Toys Wake Board Surf Board Knee Board Tube _____ Day(s) x Rate: _____ / Day = _____

1 Toy Included | \$25 Each Additional | \$45 All | 4 per Day

Deliver to: _____ Pickup At: _____ Rate: _____ + _____ = _____

Time: _____ Time: _____

Signature: _____ Date: _____

Renter & Captain

TOTAL RENTAL: = _____

Prepaid Booking Fee: - _____

Sub Total: = _____

Charges to be Deducted from Deposit or Additional Charges

Deposit: = _____

Fuel: _____ Gal x Rate _____ Fuel: = _____

Fueling Fee: + _____

Other: _____ - / + _____

Damages: _____ + _____

_____ + _____

_____ + _____

_____ + _____

Date: _____ Charge Refund = _____

PAYMENT

VISA MC AMEX CASH OTHER

CC # _____

Expires: _____ CCV: _____

Name: _____

By Signing this document below I will assume the payment responsibilities for this agreement as per 'Terms and Conditions' unless otherwise agreed (even if card holder is other than renter or captain) The prepaid amount may be used towards and costs including fuel and/or damages. I decline the right to dispute any of these charges. A fair bill will be presented to me in due time and any remaining amount is to be refunded.

Signature: _____

BE SAFE!
HAVE A GOOD TIME!

TERMS & CONDITIONS

SouthEastTennesseeBoatRentals.com

AGE & LICENSE REQUIREMENTS

The renter must be at least 25 years of age.

The driver must be 21 years of age and meet the following requirements:

Prior boating experience is required to rent with SouthEast Tennessee Boat Rentals, The driver must have a valid driver's license and if required, either a TN boating license, or proof of boating safety checklist. By law according to the Tennessee Wildlife Resources Agency, anyone born after January 1, 1989 must have an approved boater education certificate. Please call us if you have any questions or need assistance with attaining needed requirements.

LATE ARRIVAL & CANCELLATION POLICY

Weekday rentals with a \$150 cancellation charge, can be canceled 72 hours in advance of scheduled rental time, All other monies will be refunded.

Weekend rentals with a \$150 cancellation charge, can be canceled 2 weeks in advance of scheduled rental time. All other monies will be refunded.

If you are late to your scheduled reservation departure time, you will forfeit that time on the water. The boat must still be returned at the end of the designated rental time.

BOAT SAFETY

Grilling is prohibited.
 Pets are prohibited.
 Fireworks and firearms (including flares) are prohibited.
 Fishing and fishing equipment on the boat is prohibited.
 Children 12 and under are required by law to wear a life jacket.
 Children sizes are available upon request, however a life jacket for a child under the age of 3 must be provided by a parental guardian.

FUEL

The boat must be returned with a full tank of gas. Failure to refuel the boat will result in a \$100 fee plus the cost of fuel.
 Marine grade gas only

If staff of SouthEastTennesseeBoatRentals.com is needed to bring you gas to refuel while on water, a \$500 charge will be applied.

CLEANING

Upon return, all trash must be removed from boat and placed in the appropriate trash or recycling receptacles.

If the boat is returned in a manner in which the boat will take extra effort to clean, there will be a charge of \$150.

DAMAGES

The Renter is responsible for all damages incurred during the rental period. The Renter must submit a credit card or check at the beginning of the rental for SouthEast Tennessee Boat Rentals of \$1,500 in addition to the rental charge. This money will be kept on hold until the boat is returned. Any money owed to SouthEast Tennessee Boat Rentals due to damages incurred or violations of contract will be taken from this at return of the rental. If any other charges occur they will be charged to the credit card on file.

If no damages are incurred and the contract has not been violated, all money beyond the rental charge, will be released upon the boat's return. A professional assessment of damages will be made to determine repair cost and the renter will be notified within five (5) business days.

If any damages occur as result of the Authorized Driver or any other party members on the boat while the boat is on the water, which results in needing a tow, a \$500 charge will be applied.

A late fee of \$25 every 15 minutes will be charged on credit card on file, if the boat is not back, refueled and ready, by the end of your rental.

If due to negligence, there is damage to the boat resulting in it being taken out of rental availability you can be held responsible for both damages and revenue lost while boat is being fixed.

INCLEMENT WEATHER POLICY

There are no refunds for inclement weather conditions. If there are inclement weather conditions, guests can move their reservation to another day during the current season.

Inclement weather is defined by the National Weather Service as high winds, lightning, or thunder. SouthEastTennesseeBoatRentals.com will determine the weather safety. If the weather turns severe while you are on the water, seek shelter immediately in a safe place or protected shoreline where you can anchor the boat.

LOCKS

The boat must stay on the same body of water where it was delivered. The boat is prohibited from traveling through any locks.

TIE OFF

It is prohibited to tie off to other vessels.

INSURANCE

The elected insurance starts once the boat is in water. During towing you must have coverage from your Auto policy to cover damages while towing. Renter is responsible for full replacement cost for any damage or loss of equipment.

Signature: _____
 Renter & Captain

Date: _____

HOLD HARMLESS WAIVER

SouthEastTennesseeBoatRentals.com

v1.6221

In consideration of SouthEast Tennessee Boat Rentals permitting me to rent a watercraft and/or participate as a passenger and/or operator in a rental from SouthEast Tennessee Boat Rentals, I, _____ (please print full name), individually, and for my personal representatives, and heirs, agree as follows:

I HEREBY UNDERSTAND AND ACKNOWLEDGE THERE ARE INHERENT RISKS, DANGERS, AND HAZARDS IN WATER SPORTS ACTIVITIES. These risks include but are not limited to serious bodily injury, death, and/or property damage. I agree I am renting, operating, and/or using rental equipment at my own risk. I VOLUNTARILY ASSUME ALL SUCH RISKS OF BODILY INJURY, ILLNESS, DEATH, DAMAGE, OR LOSS WITH FULL KNOWLEDGE AND APPRECIATION OF THE RISKS THAT MAY RESULT. _____ (Initial).

I HEREBY VOLUNTARILY AND KNOWINGLY RELEASE, WAIVE, AND DISCHARGE SouthEast Tennessee Boat Rentals, it's past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, from all liability for any such loss, damage, bodily injury or death arising out of or related to the said rental, EVEN IF SAID LOSS, DAMAGE, BODILY INJURY OR DEATH RESULTS FROM THE NEGLIGENCE OR FAULT OF SouthEast Tennessee Boat Rentals. _____ (Initial).

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to said rental, to myself or any third parties, whether foreseen or unforeseen, and agree to INDEMNIFY and HOLD HARMLESS SouthEast Tennessee Boat Rentals from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery which may accrue or otherwise be acquired on account of or related to the rental, operation or use of equipment provided by SouthEast Tennessee Boat Rentals, EVEN IF CAUSED BY THE NEGLIGENCE OR FAULT OF SouthEast Tennessee Boat Rentals OR ANY OTHER PERSON. _____ (Initial).

I HEREBY AGREE I WILL NOT ALLOW ANY NON-DISCLOSED PERSONS TO OPERATE, PARTICIPATE IN, OR USE SAID RENTAL EQUIPMENT. I HEREBY ASSUME FULL RESPONSIBILITY for all liability for any loss, damage, bodily injury, or death arising out of or related to operation or participation in rental activities by any such NON-DISCLOSED OPERATORS, PASSENGERS, AND USERS. _____ (Initial).

I agree I have reviewed the rules and regulations of SouthEast Tennessee Boat Rentals and further agree I will abide by those rules and regulations while participating in the rental offered by SouthEast Tennessee Boat Rentals. If a first-time renter and/or operator of the rental, I certify I have received an instructional orientation related to the operation of the equipment, rules of the waterway systems, and other regulations specific to personal watercrafts. _____ (Initial).

I agree that the release and discharge set forth above is a general release. I expressly state I have read this Waiver and Release of Liability, fully understand its terms, understand I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had sufficient time and opportunity to discuss and ask questions regarding this release. _____ (Initial).

Participant's Signature

Date

Participants Address: _____

I hereby state that I am the parent or guardian of the minor whose signature appears above. I am familiar with and consent and agree to the terms set forth in this release. I hereby release SouthEast Tennessee Boat Rentals from any injury or death that could result to the minor.

Signature of Parent or Guardian (if under 18)

Date

Parent or Guardian Address: _____