

BOAT RENTAL AGREEMENT

SouthEastTennesseeBoatRentals.com

v1.011922

Date: _____

Customer Information

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

INSURANCE

I acknowledge that SoutEast Tennessee Boat Rentals has made available to me INSURANCE to cover any damage, destruction or loss of the vessel. I am renting and the equipment attached hereto, except while under tow. I understand this insurance will assure against expenses, including the loss of rental income or damage to the vessel or its equipment over the prepaid amount that I am paying above the rental cost of the vessel. I hereby invoke this coverage with respect to property damage only, and understand that this insurance does not cover me or my party, or other persons for personal injury, loss of life, either to me or to other persons who may be victims of an accident caused by this vessel. Any irresponsible behavior on my behalf, i.e. being intoxicated, negligent or noncompliance of maritime laws, rules and regulations will make this said insurance null and void.

I acknowledge that the Marine Insurance Coverage available was explained to me and

INITIAL
TO DECLINE

NO, I do NOT wish to purchase the said coverage, and by declining to do so I DO AGREE TO PAY IN FULL ALL EXPENSES NECESSARY TO REPAIR DAMAGES TO SAID BOAT INCLUDING LOSS OF RENTAL.

I agree that if not any alternative on the insurance has been initialized then it will be understood that NO insurance will be in affect and the consequences of this will prevail. A deposit of minimum of **\$5000.00** will be required. I further agree that I have completely read this agreement, including Terms and Conditions, and understand the potential dangers incidental to engaging in power boating and am fully aware of the legal consequences of signing this document.

Signature: _____ Date: _____

Renter & Captain

Date OUT: _____	To be Returned: _____	BOAT: _____	
Rental: _____ Day(s)	x	Rate: _____ / Day	= _____
Insurance: _____ Day(s)	x	Rate: _____ / Day	= _____
		1 Toy Included \$25 Each Additional \$45 All 4 per Day	
Toys <input type="checkbox"/> Wake Board <input type="checkbox"/> Surf Board <input type="checkbox"/> Knee Board <input type="checkbox"/> Tube	_____ Day(s)	x Rate: _____ / Day	= _____
Deliver to: _____	Pickup At: _____	Rate: _____ + _____	= _____
Time: _____	Time: _____	TOTAL RENTAL:	= _____
			Prepaid Booking Fee: - _____
			Sub Total: = _____

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: _____

Charges to be Deducted from Deposit or Additional Charges	Deposit:	=	_____
Fuel: _____ Gal x Rate _____	Fuel:	=	_____
	Fueling Fee:	+	_____
Other: _____		- / +	_____
Damages: _____		+	_____
		+	_____
Date: _____ Charge <input type="checkbox"/> Refund <input type="checkbox"/>		=	_____

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 wakeboat 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

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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: _____

The Signer assumes all responsibility of all passengers. I understand, consent, and agree to all terms set forth in this release. I hereby release SouthEast Tennessee Boat Rentals from any injury or death that could result to passengers.

Signature of Parent or Guardian (if under 18)

Date

Parent or Guardian Address: _____

PERSONAL WATERCRAFT (PWC) SAFETY GUIDE

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Personal watercrafts (PWCs), also commonly referred to as their brand names like Jet Ski, WaveRunner or Sea-Doo, have evolved from unique, niche vehicles to one of the most popular categories of boats currently on the water. But while the fun factor is high, and cost and hassles comparatively low, PWC should never be dismissed as a big kid's toy. Their unique design, propulsion, and maneuverability demand that operators both understand and respect the craft's abilities.

Here's how to have a fun—and safe—PWC experience.

Before You Ride

Familiarize yourself with the owners' manual and all safety warnings, paying particular attention to the operation of the jet pump. PWC manufacturers recommend neoprene shorts or wetsuits to protect lower-body openings from impact with the water during a high-speed fall or the powerful thrust produced by the pump.

Never attempt to board when the engine is running, and keep loose clothing and long hair clear of the pump intake. As with any type of boating, thoroughly understand boating laws and the rules of the road. Many states impose stricter age restrictions on personal watercraft use. Check local boating laws for the specifics in your area.

Different size PWC have different passenger and weight capacities; exceeding either could negatively affect the handling of the craft. Familiarize yourself with the handlebar steering, throttle control and safety lanyard. Never operate a PWC without the safety lanyard attached to both craft and driver's wrist or life jacket. Remove the lanyard whenever the craft is unattended to prevent unauthorized use. Driver and passengers should always wear a Coast Guard-approved life jacket.

Eyewear will block the force of wind and water spray that could impair vision.

Gloves and footwear offer welcome additional grip and traction.

Wetsuits or windbreaker-style jacket/pant combos are advisable for cooler weather because PWC riders are far more exposed to the elements than the typical boater.

Familiarizing Yourself with Your Personal Watercraft

Take time to familiarize yourself with a PWC's unique handling. Choose a quiet area and practice using the throttle, carving through turns, and coming to a stop. If equipped, put the craft into reverse and note how it steers when backing.

Understand that throttle is required to make a turn. Rather than a rudder, personal watercraft use directed thrust produced by the jet pump to steer. If you stop that thrust by releasing the throttle or stopping the engine, the driver will lose directional control over the craft. Because releasing the throttle and turning the handlebars fully to one side is a common reaction in a collision-avoidance situation, manufacturers long ago addressed this scenario by having craft automatically apply a small amount of thrust should the driver perform those actions. That minimal amount of thrust is enough to initiate a turn in the direction the driver intended and possibly avoid an obstacle, but manual throttle input is essential for true directional control.

Like any boat, a PWC will not rapidly slow but rather will coast to a gradual stop when the throttle is released. In the case of a fast-moving PWC, that distance can be 250 feet or more. Many newer models provide stopping power by electronically linking the reverse bucket to a handlebar-mounted control lever. Applying the lever at higher speeds drops that bucket partially into the flow of water exiting the craft's jet pump, redirecting thrust forward and to the sides to rapidly slow forward motion.

Safely Riding Your PWC, Jet Ski, WaveRunner or Sea-Doo

Pay close attention to nearby boat traffic, remembering that other boaters might not be prepared for a PWC's quick response and short turning radius.

Before initiating a turn, look to both sides, as well as behind, to make sure no boats are overtaking your craft. Always give other boaters ample space, as well as stay a safe distance from shore.

Never follow directly behind another watercraft, jump boat wakes, or attempt to spray other boaters, swimmers or beachgoers. Falls can and will happen, especially during the learning process. Should you start to fall, don't be tempted to hang on. It's safer to get clear of the watercraft. Re-board only with the engine off, with the driver boarding first and then passengers.

PERSONAL WATERCRAFT (PWC) SAFETY GUIDE

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In the event the craft flips, look for a sticker on the stern detailing the proper way to flip the craft upright to avoid engine damage. Though a PWC might be able to operate in shallow conditions, avoid environmentally sensitive areas. While PWC might not have any rudder or propeller extending below the hull bottom, the extreme pressure of water exiting the jet pump can still do damage in shallow conditions. Riding in shallow waters can also cause damage to your craft because the suction of the pump can draw in sand, rocks and other debris in waters less than 3 feet deep.

Finally, never operate a personal watercraft at night. Not only are personal watercraft not equipped with navigation lights, their unique design exposes riders to a greater chance of falling off the craft, a situation that could be dangerous in low visibility.

Required Safety Equipment for a PWC

- A life jacket for each operating passenger, and person being towed
- A Coast Guard-approved B-1 fire extinguisher
- An approved sound-signaling device such as a whistle or horn
- An emergency engine cutoff lanyard attached to the operator
- Proper display of registration numbers, letters and validation decals
- Vessel registration, to be displayed when requested
- A functioning backfire flame arrestor and passive ventilation system

Signature: _____
Renter & Captain

Date: _____