

AFTER HOURS EMERGENCY PHONE NO.: (864) 207-8388

SUNSET MARINA  
BOAT RENTAL AGREEMENT  
900 Gap Hill Rd  
Six Mile, SC, 29682  
(864) 481-9400  
Hours: Mon - Thu: 9AM - 6PM  
Fri - Sun: 9AM - 8PM

For and in consideration of the terms and conditions contained herein, Mountain Lakes Marina, LLC, a South Carolina limited liability company (hereinafter referred to as "MLM") leases the Watercraft, as that term is hereinafter defined, to the person(s) identified below (hereinafter referred to as "Renter", individually and collectively) effective as of the date and time the last party signs this boat rental agreement (hereinafter referred to as the "Agreement").

1. RENTER

Renter: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
State, Zip Code: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Cell Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Emergency Contact Phone Number: \_\_\_\_\_  
Renter's Boating Experience (Hours and Detail): \_\_\_\_\_

2. WATERCRAFT

Pontoon No.: \_\_\_\_\_ Maximum Capacity: \_\_\_\_\_ (No. of Persons)  
Equipment Included: Type II or III Personal Flotation Device/PFD ( \_\_\_\_\_ x Adult, \_\_\_\_\_ x Child), One (1) Type IV Throwable PFD, One (1) Whistle, One (1) Air Horn, One (1) Fire Extinguisher, One (1) Anchor w/ Line, Two (2) Dock Lines, Two (2) Fenders, One (1) Paddle, and One (1) Lake Map.

The boat and its motor and all equipment, listed above and on the boat at the time of departure, to be used by Lessee are hereinafter collectively referred as the "Watercraft". Lessee agrees the boat shall neither be occupied by more persons nor loaded with a total weight greater than the limits shown above and indicated on the maximum capacity plate on the boat.

Initial Acceptance \_\_\_\_\_

3. RENTAL RATE AND DURATION

- a. The Watercraft is rented for the following dates and times:  
\_\_\_\_\_, 20\_\_ (date) from \_\_\_\_ a.m./p.m. (departure time) until \_\_\_\_ a.m./p.m. (return time).
- b. The rental rate for the boat is \_\_\_\_\_/day or hour, and is due immediately upon execution of this agreement. Any pre-payment made in the amount of \$\_\_\_\_\_ through credit card last four digits ending \_\_\_\_\_ shall be honored in accordance with the renter's credit card agreement and obligations.
- c. Sales Tax \_\_\_\_%: \$\_\_\_\_\_.
- d. Balance due is \$\_\_\_\_\_.
- e. Balance Paid: \$\_\_\_\_\_. Cash \_\_\_\_ or Last four digits of CC used: \_\_\_\_\_
- f. Approval #: \_\_\_\_\_
- g. Grand Total tendered: \$\_\_\_\_\_.
- h. Overtime Rate is \$100.00/hour (See No. 7 Below).

4. RESERVATION REQUIRES PAYMENT IN FULL

MLM requires Renter to pay the full amount listed above at the time of reservation to reserve the Watercraft. This payment is non-refundable and fully earned by MLM except as provided by this Agreement. MLM shall apply the reservation this payment to the balance due by Renter for the rental of the Watercraft at departure.

## 5. CANCELLATIONS

If Renter cancels this Agreement at least thirty (30) days in advance of the departure date, then MLM will refund Renter 100% of the total amount paid, excluding the reservation deposit. If Renter cancels this Agreement less than thirty (30) days prior to the departure date or fails to appear on the departure date, then MLM shall retain the total amount paid as charges for the full rental rate due from Renter who then shall have no further rights under this agreement. MLM reserves the right to cancel this Agreement due to inclement or impending bad weather or for other imminently unsafe conditions as determined solely within the discretion of MLM.

Renter acknowledges and agrees that MLM's ability to provide the Watercraft reserved by Renter is contingent upon the return of the Watercraft by the previous renter and any other condition beyond the control of MLM. If MLM cancels Renter's reservation because the Watercraft is unavailable, then MLM shall refund all deposits and monies paid to Renter.

## 6. SECURITY DEPOSIT

MLM requires a security deposit of \$\_\_\_\_.00 to rent the Watercraft that is immediately due upon execution of this agreement to be held pending the timely and safe return of the Watercraft. Unless prior arrangements are made for payment by different means, Renter authorizes MLM to charge Renter's credit card on file for the full amount of the security deposit, along with any other costs incurred by Renter in accordance with the terms of this agreement. Any unused portion of the security deposit will be released after completion of the rental period, provided Renter did not damage the Watercraft or accrue additional charges as set forth in this agreement, the balance for which Renter expressly authorizes MLM to apply the security deposit.

## 7. SCHEDULING TIMES

Renter agrees to arrive at Sunset Marina at least thirty (30) minutes prior to Renter's scheduled departure time to complete all paperwork, tender payment, and participate in hands on safety training and orientation. If Renter arrives late, then the scheduled safety orientation time allotted will be deducted from Renter's scheduled rental time, and Renter agrees that MLM shall not be obligated to adjust any charges because of Renter's tardiness. If Renter returns the Watercraft later than the scheduled return time, MLM will charge Renter an additional fee of \$100.00 per hour until Renter has returned the Watercraft, unless Renter has pre-arranged with MLM for a delayed return. Furthermore, Renter agrees that the additional hours are not prorated, i.e. fifteen (15) minutes late = one (1) billable hour, and so on. Renter agrees and understands Renter's punctuality is paramount to preventing additional charges.

## 8. FUEL COSTS

When returning to Sunset Marina, the dock master and/or MLM staff will assist Renter in replenishing the fuel consumed during the rental. After the boat is fully refueled, MLM will require Renter's payment for the fuel via Renter's previously provided credit card, or Renter may pay in cash. MLM is neither responsible nor does MLM provide the fuel for the rental of the Watercraft, except at departure as provided in this Agreement. Renter assumes the cost of fuel at current market value.

## 9. INSPECTION AND CONDITION OF WATERCRAFT

MLM certifies the Watercraft is in good mechanical and physical condition, and any known damage or problems will be listed on any check-out sheet prior to Renter's departure. Renter will rent the Watercraft without any additional representation or warranty by MLM. Renter will inspect the Watercraft and report any discovered issues to MLM prior to departure. Renter will verify the Watercraft is equipped with a full tank of gas prior to departure. Renter's failure to inspect the Watercraft shall not relieve Renter of any obligations under this Agreement.

Renter acknowledges and agrees that Renter shall maintain and return the Watercraft to MLM clean and undamaged, and in the same condition as it was at commencement of the rental period, subject to normal wear and tear. Renter acknowledges and agrees that Renter shall be responsible for the costs of any repairs, replacement, or special cleaning of any damaged, lost, or soiled part of the Watercraft necessary to maintain or return the Watercraft or any part thereof to its condition at the commencement of the rental period, and Renter authorizes MLM to use any security deposit of Renter for payment of such costs or to charge Renter's credit card on file for such costs exceeding Renter's security deposit.

## 10. OPERATION INSTRUCTIONS

Renter acknowledges and agrees to that Renter has the requisite knowledge, skill, and physical capability for the safe operation of the Watercraft. Renter further acknowledges and agrees that Renter will not allow any person any person who is unqualified to operate the Watercraft, including any person under the age of 25 unless such person is under the supervision of the Renter and if less than 18 years old has also passed a boater education course approved by the South Carolina Department of Natural Resources. Renter agrees that Renter shall remain responsible under this Agreement regardless of who may operate the Watercraft.

## 11. USCG SAFETY CHECKLIST

Renter has been adequately shown the locations and procedures of how to access and utilize all safety equipment aboard the boat to Renter's satisfaction. Renter has been provided a copy of the signed United States Coast Guard Boat Safety (USCG) Checklist for further review if necessary. Renter is confident of Renter's knowledge and physical capacity to execute the procedures outlined within the attached 2 (two) page USCG Boat Safety Check List.

## 12. RULES FOR USE OF THE BOAT AND EQUIPMENT

Renter agrees that Renter shall use the Watercraft for personal and recreational purposes only, with safety always in mind and Renter's first priority in accordance with the rules set forth as follows:

- a. Renter SHALL obey all federal, South Carolina, and local laws, ordinances, rules or regulations including with respect to the use and operation of the Watercraft or any related activities, e.g. fishing or water sports, and shall obey all lawful directives of the Sunset Marina dock master and emergency or law enforcement personnel while operating the Watercraft.
- b. Renter SHALL be solely responsible for any fine or penalty levied by law enforcement against Renter while operating the Watercraft or during the rental period when the Watercraft is under Renter's control.
- c. Renter and any operator of the boat SHALL NOT consume, nor be under the influence of, any intoxicant (including but not limited to alcohol or any other controlled substance not to exclude prescription drugs that may make a person drowsy and/or impair a person's judgement) while operating or using the Watercraft.
- d. Renter SHALL require a Type III PFD to be worn by all persons who are under 12 years of age and anyone riding on water towable.
- e. Renter SHALL follow all posted speed limits, including obeying the NO WAKE ZONES and rules of navigation while on the water, and furthermore, shall stay clear of all other boats in operation on the water. Renter shall not attempt to board another vessel from the boat. Renter shall take care not to allow the boat to collide or damage other vessels that may be docked or in operation on navigable waters.
- f. Renter SHALL NOT, at any time, hang Renter's legs off the sides of the boat while the engines are started and/or in motion. This action is against the law and extremely dangerous which may cause a person to be pulled under the boat resulting in serious injury or death.
- g. Renter SHALL close and secure any door with all riders safely inside prior to insertion of the key into the ignition and starting the engine.
- h. Renter SHALL ensure the motor is turned off and in the down position with the key out of the ignition before anyone is allowed to enter the water, and/or engage in any in water activities around the boat.
- i. Renter SHALL ensure any ladder is properly stowed prior to starting the engine.
- j. Renter SHALL use the fold up ladder attached to the boat as the sole access point to and from the water.
- k. Renter SHALL NOT throw trash or litter from the boat, into the water or otherwise, and acknowledges that they may be operating in environmentally sensitive areas. All trash or litter must be secured to keep it from accidentally falling into the water and upon the end of the rental, all trash and litter shall be deposited in the appropriate trash receptacles.

Initial Acceptance \_\_\_\_\_

## 13. MALFUNCTION AND MECHANICAL FAILURES

Renter acknowledges and agrees that MLM cannot guarantee against malfunction or mechanical failure of the Watercraft. Renter shall immediately notify MLM of any malfunction, mechanical failure, or defect of the Watercraft. Any continued use of the Watercraft by Renter after discovery of any malfunction, mechanical failure, or defect shall be solely at Renter's risk, and Renter assumes all liability for injury or damage to all persons or property resulting from Renter's continued use of the Watercraft with such issues.

After receiving notification from Renter of any malfunction, mechanical failure, or defect of the Watercraft or any portion thereof, MLM will make commercially reasonable efforts to repair or replace the Watercraft or its part(s) as quickly and efficiently as possible. Repairs or replacement required due to normal wear and tear of the Watercraft will be made at the sole cost of MLM. If any repair or replacement of the Watercraft be necessary because of the Renter's neglect, misuse, or abuse, or a repair person determines the Watercraft to be in working order and not requiring repair or replacement, then Renter shall be solely responsible for all such costs to repair or replace the Watercraft or any part thereof including, without limitation, any costs for labor or a service call, and Renter authorizes MLM to charge such costs against Renter's security deposit or credit card on file per the terms of this Agreement. Only persons authorized by MLM may repair or make mechanical adjustments to the Watercraft.

## 14. WAIVER AND INDEMNIFICATION

Renter agrees that Renter has read and fully understands the attached Liability Waiver and furthermore agrees to pay for any and all repair costs and other physical damages that may occur to the Watercraft during Renter's rental, operation, or other use of the Watercraft from any cause whatsoever whether deliberate or unintentional as specifically set forth as follows:

- a. Renter authorizes MLM the right to immediately charge Renter's credit card in the event there is any damage to, accident, or incident of any kind regarding the rented Watercraft during the rental period including, without limitation, any and all damage done to the Watercraft as a result of beaching, running aground, reckless operation, negligence, equipment loss, or violation of the rules per this Agreement. Renter understands that MLM will conduct an estimate for repairs by a reputable licensed repair company of MLM's sole choosing and provide Renter with a copy for review. Renter further covenants and agrees not to challenge the charge and recognizes that MLM has a good faith basis for requiring this provision as it is the only way to protect MLM from Renter canceling any credit card or challenging the charges in the event of damages to the watercraft.
- b. If Renter's credit card is declined, Renter agrees to reimburse MLM immediately for any and all accidental and/or intentional damages incurred while the Watercraft is in Renter's possession. Renter further agrees to make MLM whole again for any

losses MLM incurred as a result of any damage, accident, or incident of any kind regarding the Watercraft including, without limitation, all consequential losses, collection costs, attorney fees, and court costs. Renter further agrees to cooperate with MLM affiliates or representatives including, without limitation, any insurance providers, underwriters, investigators or attorneys.

Initial Acceptance \_\_\_\_\_

15. PRIVACY

MLM neither sells nor shares Renter and/or their guest's information with anyone. Only in the event of an emergency would MLM share Renter's name with the proper authority personnel cooperating with rescue, emergency and/or criminal investigation efforts.

16. MISCELLANEOUS

Renter agrees that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remaining terms shall survive and continue in full legal force and effect.

This Agreement shall be construed, and the rights of the parties under this Agreement will be determined, in accordance with the laws of the State of South Carolina regardless of conflict of laws principles. Renter agrees that Pickens County, South Carolina, shall be the venue for any dispute between the parties, and Renter hereby waives any right to a jury trial and agrees that any action shall be referred to the Pickens County Master in Equity or a Special Referee for a final determination.

No waiver by the MLM of any breach of this Agreement shall be a waiver of any preceding or succeeding breach.

To the extent permitted by law, the operation or boarding of the Watercraft by any person with the permission of Renter (hereinafter referred to as "Guest") shall be such Guest's affirmation that (i) Renter provided a copy of this Agreement to such Guest or informed such Guest of the terms and conditions contained herein and (ii) such Guest agrees with the terms and conditions contained in this Agreement including, without limitation, those contained in the Liability Waiver.

This Agreement shall be binding upon Renter and any Guest and their personal representatives, heirs, and assigns and shall inure for the benefit of MLM and its agents, officers, employees, successors, heirs, representatives, and assigns.

THE UNDERSIGNED RENTER EXPRESSLY WARRANTS AND REPRESENTS THAT (I) BEFORE EXECUTING THIS AGREEMENT RENTER READ AND FULLY UNDERSTANDS THE TERMS, CONDITIONS, AND EFFECT OF THIS AGREEMENT AND THE LIABILITY WAIVER, INCLUDING ANY ATTACHED EXHIBITS, RELYING SOLELY ON RENTER'S OWN JUDGMENT, AND (II) RENTER ENTERS INTO THIS AGREEMENT AND THE LIABILITY WAIVER FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

RENTER:

MOUNTAIN LAKES MARINA, LLC (Authorized Staff):

\_\_\_\_\_  
(Sign on the line above)

\_\_\_\_\_  
(Sign on the line above)

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_