

Boojum's Marine Rental, LLC
Boat Rental Contract

8576 NC-226A
Marion, NC 28752
(828) 559-1108

rentals@boojumsrentals.com

Name: _____ Date: _____

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

Home Phone: _____ Cell Phone: _____ E-Mail: _____

Drivers License #: _____ State: _____

Proof of North Carolina Boating Class/Card: _____

*****ALL RENTERS MUST BE AT LEAST 25 YEARS OF AGE AND PROVIDE PROOF OF AGE*****

Proof/Copy of North Carolinadivers license: _____

_____ On file

Credit Card Number: _____ Exp: _____

A Boat Rental Will Not Be Accepted Without A Credit Card Number

Exact Name on Credit Card: _____

Cancellation Policy: Reservations canceled inside 10 days will forfeit \$75.00 of deposit.

Deposit: Reservations require a security deposit of \$300.00 per Boat. Your security deposit will be authorized 48 hours before your trip.

_____ Cancellation policy explained to customer

_____ Deposit Explained to Customer

_____ Reservation taken by

_____ In computer _____

_____ On calendar _____

_____ Deposit Collected

Date Rented: _____ Number of people: _____ Rental Fee: _____

WaterCraft Name: _____ N.C. Number: _____

Full Day: _____ Time Out: _____ Time In: _____

\$500.00/day/boat rental Deposit:\$ _____ Date: _____ Employee: _____

Confirmation information (10 days prior to rental)

Date Confirmed: _____ Left Message Date & initials: _____ Employee Initial: _____

Rental Fees:

Maximum of 9 people

Full Day 9:00AM-5:00PM

\$300.00 + fuel consumption +

3% process fee + tax

LESSEE to read all pages of this agreement and initial each clause before signing this document.

In consideration of the agreement herein, Boojum's Marine Rental, LLC (hereinafter to as the LESSOR) agrees to lease to the undersigned (hereinafter referred to as the LESSEE) the craft and equipment described herein. In the event the craft is not returned at time specified herein, Said LESSEE agrees to pay for overtime at a rate of \$25.00 per every 15 minutes. **Initial:**_____

You will need boating education in North Carolina if you were born on or after 1988 and will be operating a motorized vessel over 10HP on North Carolina Waters. We will provide a 20 - minute short course on NC and Town regulations, water safety and boat operation when we check you in on the boat. You may also visit ncwildlife.org or boatus.org/courses and obtain boat certification through their quick online offerings. Please present your certificate at the start of your rental period. You must be at least 25 years old to rent a boat. North Carolina now requires anyone operating a motorized boat to carry a Boater Safety License. Your reservationist will go over the details of how to obtain this after your reservation has been made. **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 posted on the craft, and further certifies that he/she has read and understands said rules and regulations. **Initials:**_____

LESSEE agrees to report any accident, malfunction or breakdown of rental craft to LESSOR immediately in accordance with the malfunction/breakdown clause which follows. **Initials:**_____

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 in this rental agreement. I, the LESSEE (s) am/are aware of NO WAKE areas and am/are responsible for any damage caused by my wake. I, the LESSEE(s) will not remove any equipment from Burk/McDowell county and will operate that said craft within Lake James, NC. I (we) have familiarized myself with a chart of the area. **Water skiing, towing, and beaching of rental boat and equipment is forbidden. No exception, LESSEE is liable.** **Initials:**_____

I authorize and allow Boojum's Marine Rental, LLC to charge my credit card for any damages or loss of equipment. Boat rental price does not include refueling, oil or tax. Boat must be refueled before returning. **Initials:**_____

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. **Initials:**_____

A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) in the amount of five hundred dollars (\$300.00) shall be retained by the LESSOR 48 hours before your trip as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluding, as when received: for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE. **Initials:**_____

We require a 100% deposit to secure your boat. We require the credit card be in the name of the person who signed the rental agreement. Only the person who signs the rental agreement as an renter/operator may drive the boat.

Initials: _____

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 liquor or narcotics: or any other drugs.
- d. By any other person not the signatory of the agreement, or not equally qualified.
- e. Of the rental craft after dark.

Initials: _____

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 retail craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents, affiliates and personnel from, and against any against and all claims for loss of 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 damage 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.

Initials: _____

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.

Initials: _____

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 be entirely 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.

Initials: _____

If LESSEE is broken down, out of gas or impaired, LESSEE to call Noah's Landing 828-707-2174 (no text) for towing and gas delivery. Pre-pay is required before service will depart.

\$250/ hr 7am-7pm, \$300/hr 7pm-7am, \$150/hr Fuel Delivery 5 gallons **Initials:** _____

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unity by previous lessee, or any other cause beyond LESSOR'S control.

Initials: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather.

Initials: _____

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

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed served from this Agreement and the unenforceable, then that term shall be deemed served from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect. **Initials:**_____

THE TERMS AND CONDITIONS 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 THE RENTAL AGREEMENT.

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

LESSOR: Boojum's Marine Rental, LLC, by:_____ DATE:_____

LESSEE:_____ DATE:_____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

DISCLAIMER - This Waiver and Release Agreement is applicable to all renters, operators, passengers and users of equipment provided by "Boojum's Marine Rental, LLC"... *(For purposes of this Waiver and Release, the term " Boojum's Marine Rental, LLC" includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors and subsidiaries of Boojum's Marine Rental, LLC.) If any other rental agreement is supplemented with this release, the provisions of this Release will prevail over any clauses in the rental agreement that are inconsistent with this Release. The undersigned agrees that he/she is also signing this Release on behalf of undersigned's minor children. Renter agrees that he/she will disclose to Boojum's Marine Rental, LLC operator, passengers, and users of said rental equipment. Renters further agrees that in an event that he/she fails to notify Boojum's Marine Rental, LLC of operator, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, **even if such damages arise out of the negligence or fault of Boojum's Marine Rental, LLC.**

Initials: _____

II. ACKNOWLEDGEMENT OF RISKS - The undersigned hereby acknowledges that some, but not all of the risks of participating in watersport activities include: 1) Changing water flow, tides, currents, wave action of ship's wakes; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, and manmade or natural objects; 3) Collision, capsizing, sinking or other hazard which result in wetness, injury, expose to the elements, hypothermia, drowning and /or death; 4) Attack by or encounter with insects and marine life forms; 5) Equipment failure or operator error; 6) My sense of balance, physical coordination, ability to operate equipment, swim and /or follow directions; 7) Wind, inclement weather, lighting, variances and extremes of wind, weather, and temperature, 9) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

Initials: _____

III. EXPRESS ASSUMPTION OF RISK - The undersigned hereby agrees that he/she is renting, operating or using equipment provided by Boojum's Marine Rental, LLC at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment. The undersigned assumes full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; head , neck , and/or injuries; animal or insect bite or attack; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risk and assumes all risk injury, illness, damage or loss that might result, regardless of the cause, **even if the risk arise out of the negligence or fault of Boojum's Marine Rental, LLC.**

Initials: _____

IV. WAIVER/RELEASE OF LIABILITY - By the execution of this Release, the undersigned voluntarily releases, forever discharges and agrees to indemnify and hold harmless Boojum Marine Rental, LLC from any and all liability of any nature for any and all injury or damage arising from personal injury sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Boojum's Marine Rental, LLC, regardless of the cause. The Undersigned assumes full responsibility for any such injuries or damages, which may occur, and further agrees that Boojum's Marine Rental, LLC shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that Boojum's Marine Rental, LLCs shall not be liable for such injuries, damages, loss or theft. EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Boojum's Marine Rental, LLC, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Boojum's Marine Rental, LLC.

Initials: _____

V. LIABILITY TO THIRD PARTIES - The undersigned hereby agrees that he/she will indemnify and hold harmless Boojum's Marine Rental, LLC, for all personal injuries, property damages to any and all third parties, including but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care and control as a result of any all activities related to the rental, operation, or use of equipment provided by Boojum's Marine Rental, LLC, even if such damages arise out of the negligence or fault of Boojum's Marine Rental, LLC.

Initials: _____

VI. ACKNOWLEDGEMENT OF WAIVER AND RELEASE - The undersigned states that he/she has had sufficient time to review the Waiver and Release and asked any questions associated with said Release. The undersigned further stated that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. The undersigned warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Boojum's Marine Rental, LLC, with the knowledge that knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. The undersigned further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Boojum's Marine Rental, LLC for Boojum's Marine Rental negligence.

Initials: _____

RENTER/OPERATOR Date

PASSENGER

PASSENGER