



Lakes End Marina Watercraft and Equipment Rental Agreement

2018

17838 Wayah Road, Tipton, NC 17838

Rental/Lease Agreement

STATE OF NORTH CAROLINA COUNTY OF MACON

AGREEMENT, made and entered into this _____ day of _____, 2018 by and between Lakes End Marina, a stayNantahala, LLC, a limited liability company, (hereinafter referred to as "LEM") and _____ (hereinafter referred to as "Renter"), with an address of:

Address: _____ **Phone:** _____

Email: _____

Driver's License Number: _____

Watercraft/Product Rented: _____

WITNESSETH:

LEM hereby rents to Renter, and Renter agrees to rent from LEM, the watercraft designated by LEM for the use of the watercraft, and only the watercraft, described hereinafter, subject to such rules and regulations as LEM may make respecting the use of watercraft and marina facilities and grounds, and subject further to the following terms and conditions:

LEM and Renter agree to the following terms and conditions of rental.

- LEM will provide a watercraft in reliable operating condition, full of necessary fluids, including fuel and oil, and outfitted with all necessary safety equipment required by the State of North Carolina. In the case of rental equipment (tube, water skis, kneeboard, etc.), LEM shall provide same in reliable operating condition.
- LEM, with Renter, will review condition of watercraft, fluid levels, presence of safety equipment and NC Vessel Operating Guide and operating instructions prior to Renter departing the dock.
- LEM does not provide tow ropes with rental equipment. Renter shall either supply its own or purchase same from LEM's ship store, in which event the tow rope becomes, and shall be, the property of Renter.
- Renter agrees that no one under the age of 18 will operate any motorized vessel.



Renter agrees that anyone under the age of 26 operating a motorized vessel is responsible to obtain NASBLA approved boating education course before operating any vessel propelled by a motor of 10 HP or greater in the State of North Carolina (N.C. §75A-16.2).

5. Renter acknowledges they have read North Carolina Vessels Safety Guide and will adhere to the guidelines and laws described. _____ (Initial Here)
6. Renter agrees to return watercraft/equipment in the same condition as when same was rented, as acknowledged below. Renter agrees that it is to return watercraft full of fuel or alternatively, LEM staff will fill watercraft with fuel on Renter's behalf and charge same to Renter at published dockside rates.
7. Renter acknowledges and agrees that the entire deposit shall be forfeited if the reservation is cancelled within 3 days of commencement (or 7 days for full or multiday rentals), regardless of the circumstances.
8. Renter agrees to return watercraft by the expected return time, as specified below, or will be subject to a late fee, as stated below, and in no event will Renter return a watercraft later than 9:00 PM on either a full day rental or the last day of a multi-day rental term. Such late return will also be subject to the late fee of \$150.00. This fee may be deducted from deposit.
9. Renter agrees to return watercraft in a broom clean condition, free of trash, mud and sand or Renter will be subject to a \$75 cleaning fee. This fee may be deducted from deposit.
10. Renter agrees that if watercraft/equipment is damaged, or if rental associated equipment is lost, the cost of such damage or replacement shall be deducted from Renter's deposit or deductible. Renter is responsible to pay LEM any outstanding balance, to include but not limited to third party damages, late fees, cleaning fees, etc.
11. Renter agrees to stay clear of the shoreline so as to reduce the likelihood of propeller damage. Renter shall be responsible for the condition of the boat and propeller(s) upon return.
12. Renter agrees to not use watercraft/equipment after dark without proper lighting.
13. Renter agrees to operate watercraft/equipment in compliance with the laws of the State of North Carolina and the rules of LEM, Duke Energy, the North Carolina Game and Wildlife Commission and in an otherwise reasonable and responsible manner.
14. Renter agrees that it shall be the sole operator of the watercraft and is solely responsible for the safety of self, others on board, those around the watercraft, the watercraft/equipment and all other watercraft, docks, etc around watercraft.
15. Renter agrees to never operate watercraft with more than the maximum number of occupants allowed.
16. Renter understands and acknowledges that boating, canoeing and all other water sports in which Renter and its guests may engage bring with them inherent known and unknown dangers and that Renter bears full responsibility for assumption of those risks and whatever injuries, accidents or damages that may result, regardless of type, nature or description.



17. Renter hereby voluntarily agrees to release, indemnify, hold harmless and discharge LEM, its owners, agents, managers and employees and owners of the land leased by LEM from any and all liability, claims, demands, actions or rights of actions, whether personal to Renter or a third party, and whether related to injury, death, damages, loss or whatever other kind, nature or description, which are related to, or arise out of, in any way, Renter's rental, use or operation of a watercraft or equipment from LEM or Renter's presence on the grounds and facilities of LEM. Renter agrees to reimburse LEM for any attorney fees and costs, which may be incurred by LEM in the defense of any such liability, claim, demand, action or right of action. Renter agrees that this clause shall be binding upon its heirs, successors, assigns, executors or administrators.
18. Renter agrees that any disputes shall be governed by the laws of the State of North Carolina and further submits to binding arbitration.
19. LEM reserves the right to substitute equipment of same or larger size.
20. Renter acknowledges and hereby certifies that it has had sufficient opportunity to read all terms and conditions of this document, does understand same, has reviewed the watercraft/equipment condition, safety equipment presence and condition, fluid levels and watercraft/equipment operating instructions with LEM staff. Renter acknowledges that it has no further questions regarding any of the aforementioned and agrees to be fully bound by all terms and conditions of this agreement.

I have read and agree to the terms in this Watercraft and Equipment Rental Agreement. In addition, I understand the following terms apply to ALL EQUIPMENT and WATERCRAFT rented.

_____ All Boats must be returned by contracted time, or a late fee per 15 minutes will apply.

_____ Gas is NOT included in the rental price. I understand I am responsible to return the boat with a full take of gas.

_____ Please make sure your boat is returned clean. There will be a cleaning fee assessed of \$75.00 if the boat is returned dirty.

You must complete the Rental Damage Waiver. Should you not select coverage, you agree you are responsible for all damages, including but not limited to lost revenues.

Acknowledged by Renter: _____ Date: _____

Acknowledged by Marina Operator: _____ Date: _____



Lakes End Marina Watercraft and Equipment CHECK OUT/CHECK IN

NAME: _____

Guest Initials

Watercraft/Equipment: _____

Return Date/Time: _____

Safety Equipment on Boat

Life Jackets

Throw Cushion

Paddle

Fire Extinguisher

Horn/Whistle

Gas Level – Full Tank

Prop – Good Working Order

Boat Clean

No Wake Zone and Shoreline Acknowledgment

Acknowledged by Renter: **X** _____ Date: _____