

I.W.S.F. CRAFT RENTAL AGREEMENT (CRA)
Company Name: Bohicket Creek Boat Rental, LLC

This craft rental is made effective between
BOHICKET CREEK BOAT RENTAL, LLC (the lessor)

and, _____

(the lessee) and states the agreement of the parties as follows:

CRAFT SUBJECT TO RENTAL: The Lessor shall rent a:
2005 Sea Pro Model 1900 Bay Boat with 115 hp Yamaha Four Stroke Outboard

RENTAL PERIOD: This rental shall initiate in: JOHNS ISLAND, SC.

At _____ (am/pm) on _____ (day of the week) _____ (date)

This rental shall terminate in: JOHNS ISLAND, SC at _____ (am/pm).

On _____ (day of the week) _____ (date)

THE LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that 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 his/her custody.

PAYMENT TERMS: Prior to initiation of the rental period, payment in full in the amount of \$ _____ is due.

SECURITY DEPOSIT: Applies to motorized craft rentals only. In addition to the rental payment, the lessee shall pay a **minimum \$300.00** security deposit (either cash or by credit card) at the time this rental agreement is signed for each motorized craft rented. If a cash security deposit is made, the Lessee must also provide the Lessor with a valid credit card. This deposit will be returned to the Lessee upon termination of the rental agreement, less any expenses incurred to retrieve the craft and/or to repair any damage caused in to this craft by the lessee or anyone else during the rental period. Should damages exceed the **minimum \$300.00** deposit, the Lessee agrees to make payment in full immediately upon **BOHICKET CREEK BOAT RENTAL, LLC** presentation of an itemized repair bill. This security deposit shall not bear interest.

INHERENT DANGER: The lessee understands and agrees that crafts and their operation is an inherently dangerous activity. The Lessee certifies that he/she understands the rules and regulations for safe operation of crafts. The Lessee further agrees not to let anyone else operate this craft without likewise instruction on the rules and regulations for safe operation of a craft.

MINIMUM AGE: The Lessee shall provide evidence that he/she is at least Twenty five(25) Years of age.

HEALTH OF LESSEE: The Lessee certifies that he/she is in good health, has no physical defects that may be a danger to themselves or anyone else, and that he/she is capable of safe operation of this craft. Furthermore, the Lessee certifies that he/she is Not under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

CARE AND OPERATION: The Lessee agrees to operate this craft only in a careful and proper manner, and to obey and comply with all laws and regulations for craft operation.

WARRENTY: The Lessor makes no warranties, express or implied, as to the craft rented. The Lessee assumes the responsibility for the condition of the craft.

RISK OF LOSS OR DAMAGE: The Lessee assumes all risks of loss or damage to the craft from any cause, and agrees to return the craft in the condition received from the Lessor, with the exception of normal wear and tear. The Lessee certifies that he/she has examined the craft and finds it acceptable and suitable for the purpose for which it is rented. The lessee agrees to return this craft on or before the expiration of the rental period in the new condition it is in now EXCEPT AS FOLLOWS:

If the craft is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the craft with a like craft in good repair.

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;
- d. by any other person not the signatory of this agreement, or not equally qualified.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft, and for the safety and welfare of other craft operators and persons. It is AGREED

AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against and all claims for loss of/or 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 damages occur to any of the LESSEE's personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.

LESSEE expressly agrees to indemnify and LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of the LESSOR.

In the event of malfunction, breakdown, or if any defect is discovered after the acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.

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

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used. The rules and regulations contained herein and as posted in the office, on the craft, and/or by the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guests (s) will obey the rules.

LIABILITY AND INDEMINITY: the Lessee hereby agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge its owners, employees, agents, from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which the Lessee or the Lessee's heirs, personal representatives or assigns may have, or claim to have, **BOHICKET CREEK BOAT RENTAL, LLC**, its owners, employees, agents and assigns including any claims for negligence created by or arising from the use, operation, handling, or transportation of the craft by the Lessee or any one else during the Lessee's rental period. Further, the Lessee hereby agrees to defend, indemnify and hold harmless, **BOHICKET CREEKBOAT RENTAL**, its owners employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of LESEE'S operation of the craft during the rental period. The LESSEE agrees to pay all claims brought by third parties resulting from the operation and/or use of this craft during the rental period.

Should any term or condition of this Rental Agreement be held void or unenforceable, than that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain if full force and effect.

THE TERMS AND CONDITONS ON THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

LESSOR: **BOHICKET CREEK BOAT RENTAL, LLC**

RETAINED DEPOSIT AMOUNT **\$300.00**

LESSEE: _____

Name (printed)

DATE OF BIRTH ____/____/____ DL# or SS# _____

month day year

Address _____

Tel. _____

Signature: _____ Date: _____

SOUTH CAROLINA RENTAL AGREEMENT:
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER

YOU MUST BE 18 YEARS OF AGE TO RENT ANY WATERCRAFT. ANYONE UNDER 16 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT UNLESS ACCOMPANIED BY AND UNDER THE DIRECT SUPERVISION OF AN ADULT OVER THE AGE OF 18.

This **Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity** (“**Rental Agreement**”) is applicable to all renters, operators, passengers, and users of equipment provided by Rental Company. *(For purposes of this Rental Agreement, the term “**Rental Company**” includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Rental Company). The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she is the parent, guardian, or otherwise responsible for care, custody or control. Renter agrees that he/she will disclose to Rental Company all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental Company of all potential operators, 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 Rental Company.**

II. EXPRESS ASSUMPTION OF RISK—CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RENTAL, OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

III. RELEASE / COVENANT NOT TO SUE—CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN. AS PART OF THE CONSIDERATION FOR USING THE CHARTERED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE RENTAL COMPANY FROM ALL CLAIMS.

IV. INDEMNITY / LIABILITY TO THIRD PARTIES—CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER 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 AND ALL ACTIVITIES RELATED TO THE RENTAL, OPERATION, OR USE OF EQUIPMENT PROVIDED BY RENTAL COMPANY, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.

INITIALS: (1)_____ (2)_____ (3)_____ (4)_____ (5)_____
(6)_____ (7)_____ (8)_____ (9)_____ (10)_____

****Initials certify that I have read and agree to all of the above terms, conditions and release of liability.**

V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft from rented from Rental Company and am capable in all aspects of the handling and operation of such equipment and watercraft and following all safety instructions. I agree not to use, nor permit the use of the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental Company.

This Rental Agreement sets forth the entire agreement and understanding between the parties, and all previous discussions, understandings, representations, negotiations, and agreements with respect to the matters included in this Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of South Carolina. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental Company for its litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgment in executing this document.

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and **I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft and equipment.** I enter into this Rental Agreement freely and voluntarily without any inducement.

CAUTION!!! READ ENTIRE TWO PAGES OF DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY

Signature below indicates that you have read this entire document and agree to its terms and conditions.

<u>Print Names:</u>	<u>Under 18? (Give Age)</u>	<u>Signature or Guardian's Signature</u>	<u>Date</u>
Renter:			
1. _____	_____	_____	_____
Operators/Passengers:			
2. _____	_____	_____	
3. _____	_____	_____	
4. _____	_____	_____	
5. _____	_____	_____	
6. _____	_____	_____	
7. _____	_____	_____	
8. _____	_____	_____	
9. _____	_____	_____	
10. _____	_____	_____	