

Anchors Up Marine Solutions, LLC.

Rental Agreement

Signing the Rental Agreement means you agree with the following statements:

- (a) The Renter is 24 years of age or older.
- (b) The Renter must have completed an approved Boating Safety Course as required by law and/or the Rental Company to operate the rented vessel.
- (c) The Renter will possess at all times and, upon request of the Rental Company and/or law enforcement, present a copy of the Rental Agreement, proof of age, and proof of completion of an approved Boater Safety Course. All operators must comply with all state and federal laws during this rental.
- (d) One life vest (PFD) per person (minimum) and one throwable PFD MUST BE ON BOARD. These are provided at no additional cost. North Carolina statute: Children 12 years old and under must always WEAR a PFD. It is your responsibility to make sure this equipment is on board before leaving a dock at any point.
- (e) I understand there will be no refunds for leased watercraft and/or equipment returned early. I further agree that no refunds or discounts will be given due to weather after taking the vessel out for the rental time.
- (f) The operator must keep said watercraft and/or equipment in a safe place. Do NOT go to areas under 3 feet in depth or beach the boat. Do NOT leave leased watercraft and/or equipment unattended.
- (g) I will NOT allow the operation of watercraft and/or equipment in a negligent, careless, or needlessly rough manner or in violation of any laws, ordinances, or regulations. The Renter further agrees and understands it is SOLELY the responsibility of the Renter and/or all operators and/or boat drivers to know and obey all North Carolina State Boating Laws & Regulations. The Renter further agrees it is the responsibility of the Operator and/or boat driver to understand the operation of leased watercraft and/or equipment before leaving the dock. Anchors Up Marine Solutions staff will not be held responsible for unsafe operation or lack of operator knowledge.
- (h) I agree to pay for all damages to and losses of watercraft and/or equipment during the term of this lease agreement.
- (i) I agree to replacement cost of any and all rented and/or leased equipment including watercraft, motors, ladders, propellers, railing, bimini sun tops, anchors, and any and all parts, assemblies, and pieces of equipment or items rented or leased by lessee from Anchors Up Marine Solutions upon demand, if rented items are damaged or excessively worn in any way.
- (j) I agree to pay any and all attorney's fees and court costs associated with collecting, repair and/or replacement costs of said leased watercraft and/or equipment.
- (k) The operator will operate watercraft and/or equipment at a safe distance from watercrafts or obstacles, and to maintain a minimum of 200-foot safe operating distance from any skiing, swimming, or other water activities.
- (1) I agree to stay within the agreed upon rental boundaries.
- (m) I further agree and understand that Anchors Up Marine Solutions staff will provide enough instruction to the Renter to become familiar with operating the equipment being rented. It is the Renter's responsibility to know the laws and safe operating practices of the equipment. The Renter is responsible for the watercraft.
- (n) I am responsible for the safety of all passengers aboard the vessel.



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Rental Agreement (cont.)

Condition of Boat upon Return:

The Renter shall return the Boat to Anchors Up Marine Solutions on or before the termination date and at the specific location clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, accessories, rigging, and external condition, with ordinary wear and tear being acceptable.

Damage Deposit:

A damage deposit of \$1000 will be held for each watercraft rented. During the return process, (docking, fueling, and cleaning) an Anchors Up Marine Solutions representative will inspect the watercraft for damage. The deposit will be applied toward the cost of the repairs of any and all damages suffered to the watercraft. If the cost of damages exceeds the damage deposit, Renter agrees he/she is fully responsible for the remainder of the costs incurred to repair or replace the watercraft to the same condition as the time the rental agreement was started. Furthermore, the Renter understands and agrees that he/she who is known to Anchors Up Marine Solutions as the Renter, must be in possession of the watercraft until it is returned to Anchors Up Marine Solutions. The Renter also understands that he/she is responsible for the retrieval and/or replacement of the watercraft's life jackets or any safety items, if these items are in any way lost, stolen, or misplaced during the rental period. Should any damage exceed the \$1000 damage deposit, Anchors Up Marine Solutions will provide an itemized repair bill. This repair bill, including lost rental time, and reasonable attorney's fees if needed must be paid in full upon Renter presentation of the bill. The Renter shall be responsible for damage at and beyond the \$1000 damage deposit.

Late Return/Cleaning Fee:

If the boat is returned after the agreed return time a Late Fee of \$30 for every 15 minutes will apply, unless other arrangements are made. If the boat is returned excessively dirty there will be a \$50 Cleaning Fee.

| The Renter's Full Name: | |
|-------------------------------------|-------|
| Street Address: | |
| City, State, Zip Code: | |
| Phone #: | |
| Email Address: | |
| Driver's License Number and state: | |
| Date of Birth: | |
| Boater Safety Certification Number: | |
| Renter's Signature: | Date: |



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Rental Agreement (cont.)

Passenger Signatures: Required from each participant boarding the boat.

| [| Name (please print) | - | [| Signature |
|----------|---------------------|---|-------|-----------|
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| Time: | | _ | Date: | |
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