



Vessel Rental Agreement

Includes Liability Waiver, Cancellation Policies, Terms & Conditions

1. In consideration of the agreement herein, Big Water Marina, LLC and Oasis Marinas, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as LESSEE) the craft and equipment described herein. In the event the craft is not returned at the time specified herein, said LESSEE agrees to pay for the OVERTIME at the rate of \$50.00 per each half hour until it is checked back in with a marina office staff member.
2. 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. The LESSEE will operate the craft in accordance with all safety rules and regulations as posted in the office or on the craft. The LESSEE understands the rules and regulations of use.
3. The LESSEE agrees to report any accident, malfunction or breakdown of the rental craft to LESSOR immediately.
4. This certifies that I (we), the LESSEE(S), am/are experienced and capable in all aspects of handling and operations of the craft as the one rented. The LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I(we) the LESSEE(S) am/are aware of the NO WAKE areas and am/are responsible for and damaged by the wake of the vessel.
5. The LESSEE authorizes and allows Big Water Marina to charge their credit card for any damages or loss of equipment. The boat rental price does NOT include refueling, oil or taxes. Boat must be refueled at Big Water Marina.
6. LESSEE is responsible for any fines or penalties resulting from the operation of the craft while in their custody. LESSEE acknowledges Lake Hartwell is located within South Carolina & Georgia. Each state has their own laws that must be obeyed & adhered to.
7. LESSEE acknowledges that they have carefully examined the craft & the equipment and finds it suitable for the purpose for which it is leased. LESSEE will maintain both craft and equipment in a safe and dependable condition while in their custody.

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8. A major credit card authorization or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition as when received (with ordinary wear and tear excluded) for reimbursement of articles damaged, missing or broken or to be applied to the rental charges upon return of craft by LESSEE. In addition, the card will be charged for any amount of damage that is assessed to be over five hundred dollars (\$500.00). A non-refundable Damage Waiver fee in the amount of \$49.00 may be paid to cover any damage to rented Vessel up to \$500.00 worth of damage per rental term.
9. LESSEE agrees not use, or permit the use:
 - Of the rental craft for any unlawful purpose
 - Of the rental craft in a careless or negligent manner
 - Of the rental craft while under the influence of alcohol or narcotics or any other illegal substance
 - By any person not the signatory of the agreement or equally qualified.
10. LESSEE acknowledges their responsibility for the safe and proper operation of the craft as well as the safety and welfare of other boaters, persons and passengers. It is agreed and understood by the LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost by accident, breakdown or malfunction of the rental craft. LESSEE further agrees to indemnify and hold harmless the LESSOR, its agents, affiliates, and personnel of, from and against any 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 damages 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 causes whatsoever.
11. 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 fees and/or liability in connection with the enforcing of the foregoing 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 any action hereunder shall be governed by the State of South Carolina.
12. In the event of a malfunction, breakdown or if any defect is discovered after acceptance of the rental craft, the LESSEE will immediately report to the LESSOR. Continued use of the vessel 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 use.
13. 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 the LESSOR'S control.

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14. LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated, or a rain check will be issued.
15. LESSEE and any additional drivers must be at least 25 years old with a valid driver's license to operate our rental boats
16. All rentals must be paid in full at time of reservation
17. Any cancellations made by the LESSEE within LESS THAN 48 HOURS of reservation will result in a forfeit of the total reservation amount and cannot be credited towards future reservations
18. Any cancellation made by the LESSEE MORE THAN 48 HOURS of reservation will result in cancellation fee of half of the total reservation
19. Changes to any existing reservations by the LESEE on boat type, rental date, or time must be made WITHIN 28 HOURS of reserved date and time, if available
20. If the following conditions exist on the lake: heavy rain lasting more than 1 hour, tornado warnings, high wind advisories, or any condition that Big Water Marina considers unsafe boating conditions, then the reservation fee may be credited towards future boat rentals. Weather credits or rain checks can only be given in person, on the day of the rental, and are based on actual weather conditions on the lake at the time of the rental not future weather-related forecasts.
21. A confirmed reservation will hold your vessel for up to 1 hour after your scheduled departure time. After which, it will be considered a "no show" and the entire reservation fee will be forfeited.
22. Please arrive 15 minutes prior to the scheduled departure time to ensure the entire rental time is allotted. Rental times cannot be extended due to late arrival.
23. The Rules and Regulations contained herein and as posted the Marina Office, on the craft and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that they have read and understand said Rules and Regulations and further assumes the responsibility that LESSOR'S family or guest(s) will obey the rules.
24. The terms and conditions on this contract contain the entire understanding between the LESSEE and LESSOR and no other representation or inducement, oral or written, has been made which is not included in this rental agreement.
25. I (we) have read all pages of this agreement and fully acknowledge and understand the terms and conditions as set forth on this Vessel Rental Agreement. I (we) acknowledge receipt of a copy of this agreement.