

VESSEL RENTED: _____

**ANCHORAGE MARINE, INC. (706) 782-3013
WATERCRAFT RENTAL AGREEMENT**

***ALL DAILY RENTALS ARE DUE BACK NO LATER THAN 4:45 PM**

Total with tax: _____ **Total with credit card:** _____

Date: _____ Time and Date Due Back: _____

Name: _____ Phone: _____ Cell: _____

Billing Address: _____ City: _____ State: _____ Zip: _____

Number of Adults on Vessel: _____ Number of Minors on Vessel (Under 18): _____

****(Credit Card and photo ID must be provided to rental office prior to boarding)***

NOTICE AND WAIVER OF LIABILITY (READ & INITIAL):

X _____ By affixing his or her signature below, Renter hereby acknowledges that boats and watercraft (also referred to as vessels) of any sort are inherently dangerous and by renting a boat, Renter understands that he or she and Renter's family and guests may be seriously injured or killed due to drowning or other injury. Renter hereby waves any and all claims of any sort, including claims for property damage, death, personal injury, pain, suffering, mental anguish, medical bills and treatment that may be incurred by Renter, his or her family and guests, and explicitly agrees to indemnify and hold Anchorage Marine, Inc. or Anchorage Boat Dock LLC, its successors, and assigns HARMLESS from and against any and all liabilities, losses, costs, damages, expenses, including attorney's fees, claims, suits, and judgements in connection with the injury or death of any person(s), loss or damage to any property, including property of the Renter, arising out of or related to the Equipment or conduct of Anchorage Marine, Inc. and its employees regardless of whether such injury, death, loss or damage results in whole or part from any negligence of, tort liability of or breach of any duty owed under contract or statute by Anchorage Marine, Inc., its employees, its agents, or otherwise. "Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises." O.C.G.A. 51-16-3. This agreement will be governed by the Laws of The State of Georgia and venue and jurisdiction for any dispute hereunder will be in the Superior Court of Rabun County, Georgia.

ABILITY TO OPERATE (READ & INITIAL):

X _____ Renter warrants that he or she is **QUALIFIED** and **COMPETENT** to operate the Equipment rented, including any and all watercraft and agrees to operate the same in specified area in a careful, prudent and respectful manner at all times and will obey all rules governing use of said Equipment, including provisions of the Georgia Boat Safety Act. Renters agree not to allow Equipment to be left unattended. Renter acknowledges that he or she understands the aforementioned Act and the rules of safety for operating watercraft, including rules of the road and proper use of safety equipment. Renter and all operators must adhere to and obey all Georgia boating laws and regulations. The 100' rule is in effect on all Georgia Lakes. The 200' rule applies to wake surfing/boarding. Renter acknowledges that he or she has been shown how to operate the watercraft rented, has been offered a lesson and has had an opportunity to ask questions about its operation. Our insurance requires all drivers be at least 21 years of age with boating experience in order to operate our vessels. Georgia law mandates that anyone born on or after January 1, 1998, must complete a boater education course approved by the Department of Natural Resources (DNR) before operating any motorized vessel on state waters.

RENTER AGREES TO AND ACKNOWLEDGES THE FOLLOWING RULES (READ & INITIAL):

- (1) **X** _____ **WEATHER POLICY:** Once you take possession of the vessel, **NO** refunds for weather, **NO** refunds for returning early, **NO** refunds for non-usage. This rule applies to single and multi-day rentals.
- (2) **X** _____ **DOGS ARE NOT ALLOWED ON OUR RENTAL VESSELS.** A \$150.00 non-refundable cleaning fee will be added to your card if evidence of a dog on board. You are not permitted to pay the cleaning fee in lieu of having your dog on board. The exception of registered service animals applies.
- (3) **X** _____ **LATE RETURN:** Vessels returning over 20 minutes late will be charged a \$75.00 late fee with an additional \$75.00 late fee of each additional 20 minutes late. This fee will not be waived, no exceptions.

- (4) **X** **FUEL:** Renter is financially responsible for refueling (at Anchorage Boat Dock only) upon completion of rental. Failure to fill vessel with fuel at Anchorage Boat Dock will result in a FULL tank of fuel charged to your credit card. Renter is not permitted to provide their own fuel under any circumstances. We are a separate business from Anchorage Boat Dock LLC and have no control over the price of boat gas.
- (5) **X** **BOAT CLEANING:** Renter is responsible for keeping the vessel reasonably clean. We take great pride in providing our customers with a clean rental. We ask that you be respectful of our vessel and do the same. If the vessel is returned and shows signs of neglect such as leftover trash, food, mud, etc., Renter will be subject to a cleaning fee of up to \$300.00 depending on severity. Please do not throw trash away at gas dock. Instead, use the green dumpster located at the rental shop in gravel parking area.
- (6) **X** **SELF TANNER / SPRAY TAN:** If anyone in your party has recently applied self tanner or spray tan prior to arrival, we ask that they use a white towel instead of sitting directly on the seats, as the ingredients used in the self tan process permanently stain the upholstery. An upholstery replacement fee will be charged if not adhered to. Replacement fee \$500.00 per cushion.
- (7) **X** **CIGARETTES:** Burn marks on seats \$500.00 per cushion. Burn marks on flooring \$1,500.00.
- (8) **X** **DAMAGES:** Renter is responsible for all damage to the vessel and / or any other property you come in contact with while vessel is rented. A **\$115.00 per hour labor rate** will be charged for repairs. All parts will be ordered through our vendors to make necessary repairs. You are responsible for lost revenue during repairs. If you neglect vessel (run out of gas, rope in prop, run battery dead, etc.) and we send a tech to assist you, a **\$130.00 service fee** will be added to your card. If for any reason we feel you are abusing the watercraft or rental items, you will forfeit the rest of your rental fee and the watercraft will be confiscated on the spot. No jumping from the boat to the tube allowed as this will cause the internal bladder to burst, which will become your financial responsibility to replace. Any life jackets, tubes, ropes, skis, wakeboards, etc., must be turned in and accounted for once your rental is complete. Renter will be charged a replacement fee for any missing or damaged items provided by Anchorage Marine, Inc. Props will be viewed by both Renter and attendant prior to taking possession. Any props returned damaged will result in the following fees: Stainless Tritoon Prop: \$475.00 / Stainless Ski Boats Prop: \$700.00.
- (9) **X** **ANCHORS:** Anchors are no longer provided on our vessels due to repeated negligence, loss of anchors and condition of vessel upon return. Anchors in this particular lake are either lost under lake debris such as trees, branches, rocks, etc., or are unable to reach the lake bed due to the varying lake floor levels. If you feel an anchor is imperative, we can provide an anchor for an additional \$50.00 rental fee. If upon return, the anchor is missing, or the boat is returned dirty, Renter will be responsible for the replacement cost of anchor and/or a vessel cleaning fee of up to \$150.00.
- (10) **X** **ADDITIONAL OPERATORS:** The Renter, as well as any person(s) named below as a potential operator of the vessel, have viewed and agree that they understand the boater's safety video approved by the Georgia DNR. **Renter understands and acknowledges that the Renter and the person(s) named below as potential operators of the vessel are the only person(s) allowed to operate the vessel.** You are not permitted to add operators without our knowledge and consent. If Renter allows any person(s) to operate the vessel who is not authorized by this agreement, Anchorage Marine, Inc. reserves the right to seize the vessel and take immediately into its possession. Renter also forfeits any payments made and will be charged for the entire rental with no refunds provided.

I CERTIFY THAT I AM 21 YEARS OR OLDER, HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY, WILL ABIDE BY ALL RULES AND WILL CONDUCT MYSELF IN A RESPONSIBLE MANNER FOR THE SAFETY OF MYSELF AS WELL AS ALL PASSENGERS.

Print Name: _____

Signature: _____

OTHER POTENTIAL DRIVERS (MUST BE 21 YEARS OR OLDER, SIGN WAIVERS, PROVIDE ID):

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____

Print Name: _____ Sign: _____