



WATERCRAFT RENTAL AGREEMENT  
Owners: Megan & Brian Crow

updated 3/15/24

In consideration of being permitted to rent a watercraft, including all equipment, inflatables and towables, from Owner, Renter, operator or signer further agree(s) to:

- A. read this agreement thoroughly and in its entirety before signing.
- B. the cancellation policy. 72 hours for single-day rentals. 17 days for multi-day rentals.
- C. use the watercraft, equipment, floats and towables in a careful, safe and conscientious manner.
- D. be responsible at all times for the safety of any and all passengers in and around the watercraft.
- E. maintain compliance with South Carolina boating laws & regulations. [Click here to view.](#)
- F. to return to pickup / return watercraft at agreed upon times. 15 minute grace period acceptable.
- G. pay for *all* damages to and losses of watercraft and/or equipment during the term of this lease agreement and any fees/costs associated with repair or replacement *including* cosmetic damage.
- H. only dock the boat overnight in a safe, permissible location either at your dock or rented slip. Documentation of dock location must be submitted for all multi-day rentals.
- I. pay the Owner replacement cost of any and all rented and/or leased equipment including watercraft, towables, floats, trailers, motors, ladders, propellers, railing, bimini sun tops, anchors, and any and all parts, assemblies, and pieces of equipment or items rented or leased by renter from Owner upon demand by Owner if rented items are damaged or excessively worn in anyway.
- J. understand that only minimal watercraft operation instructions will be provided by Owner & their staff or representatives as it is assumed Renter and Operator(s) have had prior experience operating a watercraft. [See [Powerboat & Safety Orientation checklist](#)]. Renter is responsible for educating themselves on boating guidelines and watching the [SC boaters safety video](#) linked in this agreement.
- K. *immediately* report any damage that occurs on the watercraft to the Owner. Early detection will generally result in less damage and less cost to repair. In the event of a mechanical or engine failure, DO NOT attempt to make your own repairs. Towing information is provided on the boat.

I Agree

**SAFETY REGULATIONS**

1. ENGINE Must be OFF if anyone is in the water.
2. DO NOT ALLOW PEOPLE TO SWIM NEAR REAR OF BOAT. DO NOT SWIM AROUND MOTOR.
3. Vessel will not be occupied by greater than 10 adults or a total of 12 persons as indicated on the maximum capacity plate located on the watercraft. Weight max includes motor and coolers.
4. LIFE JACKETS REQUIRED: One life vest (PFD) per person (minimum) & one throwable PFD MUST BE ON BOARD. These are provided at no additional cost for guests above 13 years old. **Life jackets**

**must be provided for and worn by guests 13 years of age and younger or anyone who cannot swim.** Life jackets are required to be worn at all times by anyone riding on a water towable.

5. ONLY towables and equipment rented from Owner are to be towed by the rental boats. Renters are NOT allowed to bring their own towables, skis, wakeboards, or other equipment.
6. Passengers must be seated inside the boat when the watercraft is underway. It's against the law to ride on the bow, sides or back of any boat.
7. Boats must be operated at idle speed (No Wake) when traveling around marinas, docks, bridges and swimming areas.
8. Operate at safe speeds at all times and especially when towing tubers.
9. Approach fallen tubers slowly; turn off motor. **Do not allow tubers to board with motor running.**
10. Watch in all directions for other boats, boaters, swimmers, and obstacles. Assign a point person(s) to help keep watch at all times. Always give others the right of way unless avoiding a collision.
11. A map is provided to you for reference. Familiarize yourself with it and know where you are at all times. Know departure/return location and time it takes to get from one end of lake to the other.
12. WHEN IN SHALLOW WATER **RAISE MOTOR TRIM.** Keep propeller under water and off the ground.. No head first diving!
13. Raise & retract ladder before starting motor and when in shallow water.
14. Be sure motor is tilted down so propeller is submerged.
15. Check your fuel gauge often. If you must refuel, **use non-ethanol fuel only.** It is the operators responsibility to maintain fuel level awareness from voyage beginning to safe return.
16. Renter(s) further agree to operate watercraft and/or equipment at a safe distance from other watercraft or obstacles, and to maintain a minimum of 300 foot safe operating distance from any skiing, swimming, or other activity.
17. Keep watercraft and/or equipment in a safe place and do not leave watercraft and/or equipment unattended.
18. Observe the risks and dangers of natural attractions and outdoor activities such as but not limited to jumping rocks, waterfalls, rope swings, swimming, diving, watersports, and tubing.
19. Do 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; Renter(s) further agree and understand it is SOLELY the responsibility of Renter(s) and/or all operators and/or boat drivers to know and obey all South Carolina State Boating Laws & Regulations. Renter(s) further agrees it is the responsibility of the Operator and/or boat driver to understand the operation of rented watercraft and/or equipment and not the responsibility of Owner or their representatives.
20. The Owner reserves the right to delay or cancel boating activities due to inclement or impending bad weather. Renters are encouraged to call the Owner or Owner Representative prior to leaving home if weather appears to be in question. Should the weather turn inclement while you are boating, make sure everyone puts on a life jacket and carefully find the nearest safe shelter. Advise the Owner or Representative of your status. Failure to request a cancellation or to appear for rental will result in charges equivalent to the full rate.
21. If at any time Owner determines that Renter has engaged in an unsafe or hazardous use of the Boat, Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

I Agree

**PROHIBITED ITEMS & ACTIVITIES**

*Violation of the above items could result in forfeiture of full deposit.*

- 1. NO SMOKING while on the Boat.
- 2. NO PETS permitted on the Boat.
- 3. NO grilling, cooking or fires on board.
- 4. NO fishing from Watercraft.
- 5. NO tethering to other boats.
- 6. NO towing of any watercraft and NO being towed by any watercraft.
- 7. NO horseplay or running on docks or boats.
- 8. NO weapons of any kind to include concealed weapons or hunting weapons.

Even if an exception is made to any of the above, the contents of this rental agreement/waiver still apply.

I Agree

**PERSONAL ACCOUNTABILITY**

\*\*\*Only those Renters and Operators who sign the Watercraft Rental Agreement & Waiver and complete the Powerboat & Safety Orientation provided by Owner or Owner Representative are permitted to operate the watercraft.\*\*\*

No person shall be allowed to reserve, use or operate any Powerboat of the Owner who:

- a. Is under twenty-seven (27) years of age;
- b. Didn't sign the rental agreement & waiver;
- c. Cannot provide a valid driver's license at check in;
- d. Is intoxicated or has impaired judgment as a result of the use of alcohol or narcotic drug;
- e. Is in the possession of any illegal drug or substance;
- f. Is in the possession of a weapon or firearm;
- g. Has not paid Owner dues and deposit prior to leaving the dock.
- h. Is guilty of repeated rule violations or repeated damage to watercrafts or equipment.

Courtesy and respect for the rights of others to use and enjoy the Owner's boats and accessories are essential. Accordingly, Owner reserves the right to refuse service to any person(s) or anyone in their party demonstrating activities that we deem detrimental to the rights and privileges of others including but not limited to the following:

- i. Rude or boisterous behavior including excessive loud or foul language;
- j. Excessive amounts of alcoholic beverages for the amount of people on the watercraft;
- k. Demonstrated lack of interest or concern for learning to properly operate the watercraft during the Watercraft & Safety Orientation.

I Agree

**DAMAGE DEPOSIT**

Upon your arrival, we pre-authorize a hold on your credit card for \$1000. No charges will be made to your card provided the boat and equipment come back in the same condition as when it was picked up by renter. The hold will be released upon safe return of boat and equipment within 7 days. During the pickup process, Owner or Owner Representative & Renter will inspect the watercraft for any current damage. During the

return process (docking, fueling & cleaning), a Owner representative will inspect the watercraft for damage suffered during your rental period. 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 Owner as the Operator, is the only person allowed to use the watercraft for the entire rental period. The Operator also understands that he/she is responsible for the retrieval and/or replacement of the watercraft, life jackets or any safety items, if these items are in any way lost, stolen or misplaced during the rental period. Should any damages exceed the \$1000 damage deposit, Owner will provide an itemized repair bill. This repair bill, including lost rental time, and reasonable attorneys fees must be paid in full upon the Owner's presentation of the bill. Renter shall be responsible for damages at and beyond the \$1000 damage deposit as well as any damages incurred to other boats or property.

I Agree

#### **CONDITION OF BOAT UPON RETURN**

The Renter shall return the Boat to Owner 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 condition of interior & exterior. Renters are responsible for placing their trash into the containers or bags provided by the Owner on the watercraft. Cleaning fees will be charged if the watercraft is returned excessively dirty or muddy at a minimum **\$100** cleaning fee.

I Agree

#### **REPAIR PRICING (subject to change)**

- Admin Fee: \$50 (applied to ALL damage claims)
- Haul Out Fee: \$50 (applies when boat has to be removed from water for repair)
- Excessively Dirty Cleaning Fee: \$100
- Yamaha Propeller Replacement: \$250
- Skeg Repair: \$225+
- Lower Unit Repair or Replacement: \$2000+
- Upholstery Repair or Replacement: \$325-\$1500+
- Toon Damage: \$250+
- Bimini Canvas Damage: \$300+
- Bimini Frame Damage: \$1150+
- Under-Skin Damage: \$500+
- Deck Trim Damage: % of Total Trim
- Flooring Damage: As quoted
- Lost or Damaged Equipment: Cost of replacement
- Lost or Damaged Electronics: Cost of replacement + admin fee
- Lost Time for Rental: \$475/day
- Diagnostics for Further Motor Damage: \$150+
- Other: As quoted

I Agree

**LATE/EARLY RETURN**

If the boat is returned after the agreed return time, a **fee of \$25.00 for every 15 minutes** after grace period will apply, unless other arrangements are made. Early returns will not result in refund or prorated rate.

I Agree

**CANCELLATION POLICY**

For One Day Rentals, we offer a full refund if you cancel your rental 72 hours prior to your reservation time. For Multi-Day Rentals, you must cancel your reservation 14 days prior to your reservation. To cancel your reservation, please contact us: [hello@carolinalakevibes.com](mailto:hello@carolinalakevibes.com) or call (828) 333-7775 with any questions related to our policy.

I Agree

**ACKNOWLEDGEMENT**

My signature below indicates that I (Renter) have read and understand this entire document and agree to all of the terms, conditions, and rules set forth above without reservation.

Renter: \_\_\_\_\_

Date: \_\_\_\_\_

Renter / Operator: \_\_\_\_\_

Date: \_\_\_\_\_