

POTOMAC BOAT RENTAL AGREEMENT CUSTOMER INFORMATION

PBR CONTACT # 703-677-1357 or 703-221-4915

DATE OF RESERVATION: _____ BOAT: _____

RATE: _____ OUT TIME: _____ IN TIME: _____

RETURNS ARE CHARGED \$25 FOR EVERY 15 MINUTES PAST SPECIFIED RETURN TIME. ALL BOATS DUE BACK AT IN TIME ABOVE, YOU MAY BE CHARGED IF AN EMPLOYEE MUST STAY LATE WAITING FOR YOUR RETURN.

This agreement is made on the above date by and between Potomac Boat Rentals LLC, hereafter called PBRLLC and the undersigned, hereafter referred to as RENTER/OPERATOR for boat rental.

Renter Name: _____ DOB: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

2nd Contact Phone: _____

Driver's License Number: _____

License State: _____ Exp. Date: _____

Operator Name: _____ DOB: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Email: _____

Driver's License Number: _____

License State: _____ Exp. Date: _____

Boating Safety Course: Yes _____ (copy of card or certificate: Yes _____)

No _____

Completed Va. Checklist : Yes _____

Passengers: 1. _____ DOB: _____
 2. _____ DOB: _____
 3. _____ DOB: _____
 4. _____ DOB: _____
 5. _____ DOB: _____
 6. _____ DOB: _____
 7. _____ DOB: _____
 8. _____ DOB: _____
 9. _____ DOB: _____
 10. _____ DOB: _____

Rental Boat Terms and Conditions of Use:

- All safe boating regulations must be followed including no wake zones, life preservers for everyone at all times. You are personally responsible for any damage to our boats, other boats or other property caused by your violation of safe boating regulations or of Potomac Boat Rentals conditions of use.
- Boat operators may not consume alcohol or drugs of any kind regardless of the degree of impairment. Operators shall not consume alcohol during the term of the rental agreement nor shall they have consumed alcohol within the 12 hours prior to commencement of the rental agreement. Renters and Operators who are in violation of the alcohol consumption portion of this agreement will be refused a boat and charged for the cancellation.
- Equipment must be returned on time, there is no grace period for late returns.
- Any and all damage to the equipment that is caused as a result of the lessee’s operation or oversight is the sole responsibility of the lessee. Do not leave boats unattended.
- Renter is responsible for being aware of tides, currents and winds. Do not beach boats or allow boats to become beached by falling tides or changing winds.
- Boats are to be returned clean and in the same condition as they were when you took them out.
- You are not allowed to let anyone other than the Renter/Operator use or operate the boat. Anyone who may be serving as an operator needs to be identified and to sign this agreement and comply with all boating safety requirements. You MAY NOT allow anyone else to use the boat. You are entirely personally responsible for any damage caused to our boat or to other persons or properties.
- All operators must have a cell phone on board and we must have this number.
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- In any areas with marked channels always stay between green and red markers. Remember keep red markers on your right side when you are returning to port and green on your left. This also means that green markers should be on your right as you head out from the marina. Refer to the provided map to determine channel location and approximate water depth.
- Any time you are in less than 3’ of water go dead slow, this means as slow as the boat will go and still be in gear. Do not run the boat aground.
- No pets are allowed on any boats without express permission.
- Prohibited uses: Customers may not use boats for any use not intended by manufacturer or in any manner that is illegal.
- **Without limitation, customers shall not use the boat in any of the following manners:**
 - In any type of race or competitive event
 - For any illegal purpose or in an illegal manner
 - To carry any type of hazardous or explosive substance
 - To push or tow any other watercraft or tubes, skis or other water toys
 - After dusk or during the night
 - To carry loads beyond stated capacity
 - In a reckless, abusive or negligent manner

- No operator shall consume or be under the influence of drugs or alcohol.
 - If further use may cause damage to boat or motor (warning light or buzzer on)
 - In violation of the terms and conditions of this agreement in any way
 - Outside of approved use area
 - No grills or grilling on boat
- In no event shall customer sub-lease boat to another person or entity. Customer’s rights under this agreement are non-transferable.
 - It is your sole responsibility, as boat operator and renter, to know and obey the “Rules of the Road”. That means federal as well as the state in which you are operating, which is Virginia and Maryland.
 - Every Customer must participate in a boat orientation and walkthrough.
 - If you haven’t completed a boating safety course you will be provided with what Virginia State requires for rental boat operation.
 - Operator has Boating Safety Education Card/Certificate
 - Operator has been given Virginia Dockside Safety Checklist
 - No PBRLLC staff has the right to change any of the terms or conditions of this agreement (except an owner when done in writing)
 - If any provision of this agreement is found to be void, invalid or unenforceable, such finding shall not affect the validity or enforceability of any other part of this agreement.
 - This agreement constitutes the entire understanding of the parties with respect to the subject matter contained herein and shall supersede all other agreements, either oral or written, with respect to the same. This agreement is binding upon the heirs, successors and assigns of the parties.

CANCELATION / RE-BOOK / REFUND POLICY
Any refund will be assessed a \$40 fee for processing

Cancellation by Potomac Boat Rentals LLC due to a vessel being out of service or weather deemed too hazardous or severe for operations by management of Potomac Boat Rentals LLC. such as; “small craft conditions” or more severe weather all day. A local forecast of possible or scattered thunderstorms does not in itself constitute too hazardous for operations. We will re-book on a different date not refund.

Cancellation by Renter We require notice 72 hours prior to scheduled rental and you can re-book for a different date if available. Less than 72 hours no refund unless we are able to book another rental for that full period and then there will be a \$40 refund fee. If we are unable to rent for that rental period there will be no refund.

Note: Weather conditions are determined using NOAA and USCG weather information as well as other reliable sources to determine the conditions for the rental period. Scattered showers or scattered or possible passing storms are not necessarily considered conditions that constitute a need for re-booking or cancelation.

Should a passing shower or storm come up during your rental period we suggest you remain anchored (check your anchor and let out more line if anchor is adequately dug in) or stay moored if already moored. Seek shelter at a nearby dock or marina until the storm passes. If lightning, have all persons get out of the water.

Renter Signature	Renter Printed Name	Date
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Operator Signature	Operator Printed Name	Date
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Copy of Renter and Operator(s) driver’s licenses as well as Boating Safety Certificates

Fees and Charges:

Customer acknowledges that Potomac Boat Rentals has their approval to charge this credit card for damages and fees resulting from their use of the boat and agrees to comply with all Potomac Boat Rental Terms and Conditions and to pay any applicable fees and charges, included below:

- Beaching Boat - \$250 fine for running aground, plus additional fee of \$500 if towboat is required.*
- Fees for loss or misuse of safety equipment - \$50 for breaking seal on flare kit except for in a legitimate emergency. \$25 for use of fire extinguisher except in a legitimate emergency. Fee for loss or damage beyond repair to life preservers \$175. Recharge of inflatable \$65. Fee for loss of anchor, \$100. Other items lost or damaged to be charged at cost of replacement.
- There is a \$25 fee every 15 minutes past agreed return time.
- There is a \$150 fee for propeller damage that is rebuild-able and a \$250 fee for damage that is too extensive to be rebuilt. Ability to rebuild propeller or not is to be determined by PBRLLC.
- Any boats known to have been run aground or beached in sand (we can tell from propellers) will be charged \$375 for removal of lower unit and inspection of water pump impeller. If impeller is damaged actual replacement part cost will be charged for replacement.
- There is a \$150 fee for not obeying No Wake Zones.
- For damage to fiberglass, aluminum, cushions, cowlings, electronics, etc. you will be charged actual retail cost of parts plus \$100 per hour for making repairs.
- A cleaning fee of \$75 will be charged for bringing boat back excessively dirty. You may also choose to clean up the boat yourself, we will provide a bucket, soap and a brush. A little bit of sand and normal dirt is acceptable without a charge but if boat is brought back covered with dirt, sand, trash, food or fish blood and you do not wash it, you will be charged.
- Towing fee of \$325 per hour daylight and \$370 after sunset, if the reason is caused by customer.*
(*Prices are for operating area, additional \$250 fee for assistance outside set operating area)

Optional Protection: You may purchase a BoatUS Freshwater Unlimited Membership and receive assistance at a discounted rate. Annual fee is \$85, but is not valid until midnight of the day you enrolled. This membership is yours and may be used on any boat you rent, borrow or own.

Includes:

24/7/365 Dispatch, Water Towing. Water Jump Starts, Water Fuel Delivery, Soft Ungrounding

- Pontoon Boat** (gas not included, \$500 security deposit day of rental)
- \$400 Half Day/Weekday
 \$650 Full Day/Weekend or holiday
 \$50.00 discount for boater safety course w/ card
 \$25.00 discount active duty military

Additional Charges –			
If you damage or lose any of the items listed below your credit card will be charged. Prices are subject to change.			
Life Jackets Recharge	\$75	Chart	\$20

*Depending on damage there may be a charge of \$100 per hour plus cost of parts to repair

Flares	\$40	Anchor	\$50
Fire Extinguisher	\$25	Anchor with chain and rope	\$100
Whistle	\$10	Fender	\$25*
Throwable Flotation Device	\$25	Burn Marks in carpet	\$50 each
Propeller	\$175+*	Burn Marks or tears in upholstery	\$200*
Batteries	\$150 each*	Engine	Damage as assessed
Damage to Hand Rails	\$100 each*	Boarding Ladder	\$125-\$350*
Dents	\$100 each*	Excessive cleaning charges	\$75

Copy of Renter as well as Operators Drivers Licenses

Additional Terms and Agreements

The undersigned as RENTER (including any and all RENTERS/Operators signing the Agreement), hires from Potomac Boat Rentals, LLC. as OWNER, Boat _____ on the following terms and conditions.

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Please initial each item as it is read and understood:

[_____]Renter (Initial) [_____] OPERATOR (Initial) The RENTER and every OPERATOR represents and warrants that they are in compliance with the alcohol consumption prohibition of this Agreement and will comply with the alcohol consumption prohibition of this Agreement at all times.

[_____] (Initial) The RENTER must return the boat to the OWNER at or before _____ (Time of Return) on _____ (Date)

[_____] (Initial) RENTER/ OPERATOR [_____] (Initial) Understands that navigation of the rental boat is confined to the waterways of the Potomac River, Occoquan River, Mattawoman Creek and Neabsco Creek. As delineated on provided chart, these boundaries are the "Operating Area". (unless otherwise stipulated in writing)

[_____] (Initial) The RENTER/OPERATOR [_____] (Initial) shall demonstrate to marina operators and/or PBR LLC a working knowledge of boat operations and boating safety along with significant experience in operating a boat. This is crucial to the safety of all boat occupants and other boaters on the Potomac River as well as the safety

and security of the vessel being leased. Marina operators and/ or PBR LLC reserve the right to refuse rental to anyone who does not meet this guidelines on the day of the rental.

[____](Initial) RENTER/OPERATOR [____](Initial) acknowledges that the boat is the rightful property of the OWNER, and further acknowledges that the boat is received in good and safe mechanical and seaworthy condition. RENTER agrees to return said boat together with all accessories and accouterments to the OWNER in the same condition as RENTER received it. Said boat is equipped with life jackets, a throwable floatation device, anchor and line, fire extinguisher, a sound producing device, flares and a full tank of fuel.

[____](Initial) RENTER/OPERATOR [____](Initial) agrees to pay to OWNER the cost of replacing lost equipment and the cost of repairing damages to, and caused by, the boat including parts, labor expenses of transporting said vessel or other property to and from point of repair, **all towing charges**, including, **but not limited to all towing charges as a result of grounding or beaching of the boat**, regular rental fee covering time said vessel is out of service as a result of damage, and any collection cost and / attorney fees necessary to secure reimbursement. It is understood that the security deposit ("Deposit") will be used for payment of all or part of the above cost up to its full amount. Cost in excess of the Deposit shall be paid by the RENTER to the OWNER on demand. Credit card deposit of \$500 required. Transaction will be voided when boat is returned in same condition as when rented.

[____](Initial) RENTER/OPERATOR [____](Initial) agrees to pay to the OWNER for all damages to the boat caused by beaching, hitting submerged obstructions, running aground or any other cause. The boat will be inspected before and after rental. If there is ANY damage the total cost will be determined by our certified mechanic and paid in full by RENTER.

[____](Initial) RENTER/OPERATOR [____](Initial) agrees to pay the OWNER on demand all time, fuel, oil, service, minimum, and other charges applicable to the rental of the boat at the rates or in the amounts specified herein. All fuel must be purchased at Hampton's Landing Marina to insure proper mixture of gas and oil. Boat will be filled with gas and oil when returned and these charges will be added to rental fees.

[____](Initial) RENTER/OPERATOR [____](Initial) who signs to accept the terms of this Rental Agreement certifies that he or she is 25 years of age or over.

[____](Initial) RENTER/OPERATOR [____](Initial) understands that they will be provided a dockside safety checklist, shown how to operate the boat safely and a summary of the boating laws, if they have not completed a boating safety course.

[____](Initial) RENTER/OPERATOR agrees that the use of the boat by a number of persons greater than the number of life jackets or buoyant cushions provided (passengers are required to wear a life jacket at all times), use of the boat for water skiing, wakeboarding, tubing or similar watersports is violation of the rental agreement and shall result in the forfeiture of all the Deposit.

[____](Initial) RENTER/OPERATOR [____](Initial) agrees to operate the boat in a safe and legal manner as prescribed by all laws and regulations applicable to the area in which the boat is operated.

(____) (Initial) RENTER/OPERATOR [____](Initial) agrees to and shall indemnify and hold harmless Potomac Boat Rentals, LLC, Hampton's Landing Marina, its officers, agents, and employees, from and against any claims, losses, damages, causes of action, suits, and liability of every kind including all expenses of litigation, court costs, and attorney's fees for injury to or death of RENTER or RENTER's guest or invitee, or for damages to any property of RENTER or RENTER's guests or invitees arising out of or in connection with obligations of Potomac Boat Rentals, LLC, under this contract, where such injuries, death or damages are caused by Potomac

Boat Rentals, LLC's sole negligence or the joint negligence of RENTER and any other person or entity.

RENTER AND OPERATOR further agrees to and shall indemnify and hold harmless Potomac Boat Rentals LLC, Hampton Landing LTD., its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind related to environmental damage.

SIGNATURE OF RENTER Date

SIGNATURE OF OPERATOR Date

Employee Name

Employee Signature

Copy of RENTER and OPERATORS drivers license and boating safety certificate or Safety Checklist has been obtained [____](Initial)

Name on Credit Card: _____

Credit Card #: _____ Exp. Date: _____

Sec. Code: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

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Rate: _____ + Add. Charges _____

= Total: _____

Customer agrees by signing here that Hampton's Landing Marina and/or PBR LLC is authorized to charge credit card for any and all damage, late fees or fines, which are stated by this agreement. Prices and fees are subject to change based on cost and pricing at the time of assessment.

Renter Signature

Date

Potomac Boat Rental List of Hazards PBR # : 703-677-1357 or 703-221-4915

- Jetty (submerged rocks)
- Be cautious of large powerboats and their wake
- Sandy Point Rock Pike, Stay out front
- Duck Blinds = Shallow Water
- Follow Channel in Occoquan and NO WAKE
- Hallowing Point Bitters Rock
- Grinders had pilings at Mattawoman

Potomac Boat Rental Power Boat Guide

Right Side = Starboard

Left Side = Port

Unlawful Acts

- Reckless operation
- Operating while intoxicated
- Failing to stop, assist, or provide name and address at the scene of an accident
- Failure to obey regulatory water markers
- Operating in designated swimming areas

Speed Laws

- "No Wake" is the slowest possible speed required to maintain steerage and headway
- Unlawful to operate greater than no wake speed in areas marked with "No Wake" buoys
- Unlawful to operate greater than no wake speed within 50 feet or less of docks, piers, boathouses, boat ramps, and people in the water.
- Operator shall reduce speed to avoid endangering persons or property by wake when approaching or passing vessels underway, lying to, at anchor, or made fast to the shore; or when approaching or passing persons in the water or using water skis, surfboards, etc.
- A safe speed is less than maximum at which the operator can take proper and effective action to avoid collision and stop within a distance appropriate to the circumstances and conditions.

Rules of the Road PBR # : 703-677-1357 or 703-221-4915

- "Give-way" vessel is the vessel that must take early action to keep well clear of another vessel. "Stand-on" vessel shall maintain course and speed, unless the vessel required to keep out of the way is not taking appropriate action.
- When head-on (bow to bow) each vessel shall alter their course to starboard (right) so that each shall pass on port (left) side of the other.
- Power boats must give way to sailing vessels under sail **regardless** of the angle of the power-driven vessel.
- When two power driven vessels are crossing, the vessel which has the other on their starboard (right) side shall give way and keep out of the way and avoid crossing in front of the other vessel. **When taking action to stay out of the way, make it early, substantial, and well clear of the other boat. Make your turn large and obvious to be readily apparent to another vessel.**
- Any vessel overtaking any other shall give way and keep out of the way of the vessel being overtaken. If you are being overtaken (passed), you are the stand-on vessel and should maintain your course and speed.

Responsibility of Vessels

- **Keep out of the way of**
 - Vessels not under command
 - Vessels restricted in ability to maneuver, such as a tug boat or freighter
 - Sailing vessels

Pollution

- It is illegal to pollute our waterways in Virginia. Take it ashore and dispose of it properly, please help to keep our waterways clean.