



MOTORIZED VESSEL RENTAL AGREEMENT

This New Melones Lake Marina Rental Agreement ("Agreement") is entered into between New Melones Lake Marina, LLC ("Company") and Lessee ("Charter Party"), effective as of the execution date, on the following terms, covenants, conditions and provisions.

X TERMS AND CONDITIONS. In consideration of the mutual covenants and conditions contained herein, New Melones Lake Marina agrees to lease to Charter Party the Vessel and Equipment for the period herein indicated. Charter Party covenants and agrees that the Vessel will be operated in a safe manner. Charter Party will maintain compliance with all maritime, federal, state and local laws. Charter Party represents that all information provided in this Agreement and to the Company are true and correct. Charter Party agrees to pay the reservation fee, and any and all charges provided for in this Agreement

X CHARTER PARTY. The Charter Party is financially responsible for all costs associated with the rental of the Vessel, including rental amount, security deposit, fuel, incidentals and any damage to the boat caused by any person in the rental party. **The Charter Party must be present at time of check-in and orientation and must present a valid ID and the credit card used to book the vessel.**

X CAPTAIN/CO-CAPTAIN(s). Any member of the rental party that is at least 25 years old with a valid driver's license and has identified themselves as a Captain to the Company may operate the Vessel. All parties that operate the vessel must sign this Agreement, present a valid driver's license and be at least 25 years of age. All parties that operate the vessel must be present at time of check- in. **Should any persons not declared as Captain/Co-Captain at time of check-in operate the vessel, full security deposit will be forfeited.**

X PASSENGERS AND WEIGHT LIMIT. If legal capacity of passengers or weight of watercraft is exceeded, the Vessel will not be provided to customer and customer will not receive a refund or credit. **Excess passenger or weight limit at any point during the reservation time period will lead to full security deposit being forfeited.**

X SECURITY/DAMAGE DEPOSIT. Deposits can be made by Visa, MasterCard, American Express, Discover, cash or check. Deposits made in cash will be refunded with a check and sent by mail. Charter Party authorizes New Melones Lake Marina to charge Charter Party's credit card for the full amount of the security deposit along with any other costs incurred by the Charter Party in accordance with the terms hereof.

The security deposit shall be held by the Company as security for Charter Party failing to return the vessel on time, in as good of condition, ordinary wear and tear excluded, as when received, for reimbursement of property or articles damaged, missing or broken, and for reimbursement for such consumable items as may have been used and not paid for by Charter Party. Company may, without prejudice to any other remedy, apply the security deposit against any expenses, damages, claims and liabilities arising from or related to Charter Party and guests of Charter Party's use, operation, or possession of the Vessel. Any unused portion of the security deposit will be returned after completion of rental period and review of Vessel by the Company. In the case of losses where the cost is not immediately ascertainable, the security deposit shall be retained, and any portion of the security deposit not used by the Company shall be returned to the Charter Party within sixty days after termination of this Agreement.

The foregoing shall not limit the Company's ability to seek damages in excess of the security deposit, it being agreed that the Charter Party shall be responsible for any and all losses whether or not covered by the security deposit. If there is damage to the Vessel, cost of repair will be deducted from the deposit. If repairs exceed deposit amount, Charter Party is responsible for all costs. Repair costs exceeding deposit amount may be charged to credit card used to secure Vessel rental.

X Upon return, the Vessel shall be free of garbage and debris, clean, and in the same condition as when delivered. All trash will be in provided garbage cans. Ice chests will be empty. **Security deposit will be forfeited if these conditions are not met.**

X **THE CHARTER PARTY IS FULLY RESPONSIBLE FOR THE PROPELLER.** Charter Party is responsible for verifying that the propeller is in good condition prior to the Vessel leaving the dock and verifying that the propeller did not experience any damage when the Vessel is returned.

X **CREDIT CARD ON FILE.** Charter Party agrees to provide a valid credit card to be kept on file. This card will be charged if losses or additional charges exceed the security deposit provided, for additional rental time, excess cleaning fee, the purchase of additional equipment, late fees and/or other incidentals. Charter Party hereby irrevocably authorized New Melones Lake Marina to charge this credit card on file for all the foregoing charges.

X **CANCELLATION POLICY.** Charter Party acknowledges that the Company's ability to provide the Vessel and Equipment is contingent upon and subject to the return of the Vessel and the Equipment by the previous renter, as well as other cause beyond the Company's control.

Charter Party understands that when the Vessel is reserved, the Vessel is no longer available for other customers and therefore New Melones Lake Marina cannot commit the Vessel to another customer during the reserved dates/times. Consequently, in the event the reservation is canceled, changed, or shortened, the following will be incurred:

- **Cancellations made more than 14 days prior to reservation will incur a processing fee:**
 - \$25.00 processing fee will be charged for cancellation of:
 - BBQ Patio Boats
 - Premier Patio Boats
 - Fishing Boats
 - \$50.00 processing fee will be charged for cancellation of:
 - All Cruisers (Super Cruiser, Deluxe Cruiser, Deluxe XL Cruiser, Party Cruiser)
 - Ski Boats (Blue Water, Malibu)
 - Sunsetter
 - Wake-surf boats (Axis, Mastercraft)
 - jet-skis (Seadoos, Waverunners)
 - Benningtons
- **Cancellation 8-14 days prior to reservation will forfeit 50% of rental cost.**
- **Cancellation 0-7 days prior to reservation will forfeit 100% of rental cost.**

We will allow a one-time free rebooking 15 or more days prior to date of reservation. Subsequent rebooking of reservation will incur a processing fee. Above cancellation policy applies to all rebookings.

New Melones Lake Marina reserves the right to cancel reservations due to inclement weather or any other cause, which includes, but is not limited to, strong winds, heavy rain and/or storms.

X **REPAIR & REFUND POLICY.** New Melones Lake Marina is committed to making your rental as trouble free as possible. Please understand that there are many operational parts on a Vessel, several of which can fail unforeseeably. Although there are NO REFUNDS given for such failures, it is our commitment and responsibility to repair the problem in a timely and efficient manner. This can only happen if we are made aware of the problem at the time it occurs. Should you experience failure of any kind, please notify New Melones Lake Marina immediately.

FUEL. The following Vessels include one tank of gas:

- Fishing Boat
- BBQ Patio Boat
- Premier Patio Boat
- 40' Super Cruiser
- 50' Deluxe Cruiser
- 56' Deluxe XL Cruiser
- 60' Party Cruiser
- Sunsetter

Gas tank will be full at the start of rental period. Any additional fuel is the responsibility of the Charter Party. Additional fuel purchased by Charter Party must be paid for at time of fill-up. No refunds will be given for fuel purchased and not used.

Gas is NOT included with the price of rental for the following Vessels (Cost of fuel is the responsibility of the Charter Party):

- Axis Wakesurf Boat
- Malibu Wakesetter
- Mastercraft
- Bennington Sport Pontoon
- Bluewater Runabout
- Yamaha Waverunner, and Sea Doo Spark
- Houseboats

The Vessel's gas tank will be full at time of check in. Charter Party is responsible for payment of re-fueling at end of rental period. Charter Party is responsible for all fuel purchased during rental period. Unpaid fuel expenses will be charged to the credit card used to secure the rental.

OUTSIDE FUEL (GAS, PROPANE) IS PROHIBITED. Only gas and propane provided/purchased from New Melones Lake Marina are allowed on/in the vessel. **Any outside fuel used will result in loss of FULL DEPOSIT.** Any damage caused to the vessel due to use of fuel not purchased at New Melones Lake Marina will be the full responsibility of the Charter Party.

RENTAL TIME. It is suggested to arrive at least 20 minutes prior to your rental departure time. Regardless of the departure time, the watercraft is due back at the scheduled return time (i.e., watercraft reserved for 9AM and customer arrives late so he/she departs at 11, the watercraft is still due back at designated time). **Security deposit will be forfeited for late returns.**

New Melones Lake Marina is not responsible for lost rental time due to Equipment failure, accidents, illness or change in charter party plans. Renting the vessel "daily" entails leaving as early as 9am and returning by 5pm.

CHECK-IN & BOARDING. Renter may not board the Vessel or other equipment until all paperwork has been completed and Orientation has been done.

ORIENTATION. All Captains, Co-Captains and Charter Party must be present for the Orientation. It is the Charter Party's responsibility to ensure they understand the operation of the Vessel and equipment. The Company rents the Vessel and equipment in good operable condition, and in proper working order with full equipment, inclusive of that required by law, and in clean and in good condition throughout ready for use by Charter Party. Charter Party certifies that Charter Party will examine the Vessel and equipment before departure and by acceptance of delivery, charter party agrees to its condition and that the Vessel and equipment are in safe and operable condition and are properly outfitted.

Vessel must leave the dock no more than 30 minutes after completion of Orientation. Vessel may return to the dock during rental period for a maximum period of 30 minutes for re-fueling, purchasing supplies or picking up members of rental party. **Charter Parties that moor Vessel at the docks for greater than 30 minutes during rental period will forfeit the remaining rental time and must debark the vessel.**

CHECK-OUT. The Vessel must be returned to the gas dock (or other dock as directed by New Melones Lake Marina staff) by designated return time (5:00PM for full day rentals). There will be no refunds for early return. **Security deposit will be forfeited for late returns.** Regardless of the departure time, or cases of malfunction or breakdown of the boat, the vessel is due back at the scheduled return time.

The vessel must be fully debarked and clean 30 minutes after return. All party members and their personal items must be removed from the boat in order to avoid a late fee. **Security deposit will be forfeited should the boat not be clean and fully debarked within 30 minutes of return.**

ACCIDENT, BREAKDOWN AND UPSET. In the case of an accident, boat malfunction or breakdown, Charter Party shall immediately report situation to New Melones Lake Marina. It is agreed and understood by Charter Party that New Melones Lake Marina shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunction of the Vessel or Equipment. No repairs may be performed to the Vessel or the Equipment by Charter Party. If any accident, malfunction, breakdown, or defect is caused, in whole or in part, by an act of willful misconduct, gross negligence, or negligence of Charter Party, **the entire amount of the security deposit shall be immediately forfeited** and Charter Party will be responsible for all Losses in excess of the security deposit.

WE ARE A PET FRIENDLY RESORT. Pets brought on the Vessel will require a non-refundable fee of \$35 per pet. **Pets are not allowed on our Bennington Sport Pontoon, Axis Wakesurf Boat, Mastercraft or Malibu Wakesetter.** Any excessive cleaning required upon departure (pet hair, mud, urine, etc.) will be charged to the credit card on file at the rate of \$95.00 per hour. Any damages will be charged at replacement cost.

ADDITIONAL RENTAL TIME.

- **SUNSET OPTION** Some vessels have the option of adding additional hours to the rental time. Selecting this option will change the check-out time to 7:00PM.
- **OVERNIGHT OPTION** Some vessels have the option of keeping the vessel overnight. Rentals selecting this option are required to return the vessel by 8:00 AM regardless of departure time. Rentals with the overnight option are prohibited from the Marina dock area from 7:00 PM until 7:00 AM. **Any vessel with overnight option will forfeit entire Security Deposit if they are within the tire lines or at the dock (after 7:00 pm or before 7:00 am).**

Late returns (after 7:00 pm on Sunset Option or after 8:00am for overnight option) will forfeit Security Deposit.

VESSEL CHARTER AGREEMENT. The Charter Party (Lessee and Co-Captain, jointly and severally) agrees to accept custody of the Vessel and Equipment, that the Vessel and Equipment are in good seaworthy condition, equipped as indicated, and agrees to return said Vessel to New Melones Lake Marina on or before the time indicated above, in the same general condition and with the same Equipment. Lessee agrees not to leave the dock if there is any defect in the Vessel or Equipment. It is agreed that the Charter Fee is a presently earned fee for the use of the Vessel, and that the security deposit is a deposit against cost of repairs or cleaning that may be required as a result of physical damage to the Vessel during the charter period or against any liability that the Charter Party may incur to the Company pursuant to this Agreement. The Charter Party further agrees that they are responsible for all damages to the Vessel or any of its Equipment, occurring while they have possession of the Vessel. All or part of the deposit may be applied to such damages. Further charges may apply should damages exceed amount of the deposit.

X **RULES AND REGULATIONS.** Charter Party shall operate the Vessel and Equipment in accordance with all safety rules and regulations, including, but not limited to:

- The Charter Party agrees to be responsible for the safe operation of the Chartered Vessel, to accept full and sole responsibility for the safety of any and all persons on or about the Vessel during the Charter Period, and to hold New Melones Lake Marina harmless from and against any loss or liability arising from the use of the Vessel during the charter period.
- The Charter Party agrees not to permit the use of or to use the Vessel for transportation of persons or property for hire, nor to allow more than the specified number of persons or capacity by weight upon the boat at any one time. The Charter Party further agrees that they are not in any way an agent, servant or employee of New Melones Lake Marina, and shall not permit any repair to be made, or liens or accessories to be placed upon the Vessel without express permission from the Company.
- The Charter Party agrees to abide by all rules, regulations and laws of the State of California and other regulatory agencies with respect to boating safety and operation. This includes ensuring that all children twelve years of age or younger must at all times wear a US Coast Guard approved personal flotation device.

X **The Charter Party agrees:**

- That they will inspect the Vessel.
- That they warrant that they are a qualified operator of said Vessel.
- That they will not allow the Vessel to be operated by any other persons except a member of the party who has signed this Agreement, over the age of 25, holding a valid driver's license, and designated to the Company as a Captain prior to departure
- The operation of the Vessel shall be restricted to daylight hours.
- That children 12 years of age or younger must wear a US Coast Guard approved life vest at all times.
- That the Vessel and motor are in good mechanical and physical condition
- That he will not operate the Vessel, or permit anyone else to operate the Vessel while under the influence of alcohol or narcotics
- That they and all guest will not have weapons or illegal drugs on the Vessel or any Marina Property. **New Melones Lake Marina is located on US Federal Property where marijuana and marijuana products are illegal.**

It is expressly agreed that New Melones Lake Marina shall not be liable for loss or damage to any property left by Charter Party or any other persons in or upon said Vessel after the return thereof. Charter Party agrees to hold New Melones Lake Marina harmless from and against any such claims. In the event suit is brought for any breach of this Agreement, the prevailing Party shall be entitled to court costs and attorney's fees in the discretion of the court. Charter Party have read this contract and agree to the terms.

X **RELEASE OF LIABILITY.** New Melones Lake Marina, LLC shall not be liable to Charter Party or any minor children under the custody, care and control of the Charter Party, or those claiming by, through, or under Charter Party, for any injury to or death of any person or persons or damage to or loss of any property (collectively, "damages") caused by or arising from the condition of the Vessel or the Equipment or any activities related to the rental, use, possession or operation of the Vessel or Equipment, REGARDLESS OF WHETHER THE NEGLIGENCE OF COMPANY CAUSED SUCH DAMAGES IN WHOLE OR IN PART. Charter Party assumes full responsibility for any such damages that may occur, and further agrees that New Melones Lake Marina shall not be liable for any loss or theft of personal property.

X **ASSUMPTION OF RISK.** Charter Party/Captain understands that boating and water activities can be hazardous and pose substantial risks (including, without limitation, the risks set forth above) that can result in personal injury and even death, as well as damage to property. Charter party agrees that they are renting, operating

and/or using the Vessel and Equipment at the risk of the Charter Party. Charter Party agrees that they are voluntarily participating in all activities related to the rental, operation, or use of the Vessel and Equipment and Charter Party assumes all risk of injury, damage or loss that might result, EVEN IF THE RISKS ARISE OUT OF NEGLIGENCE OR FAULT OF THE COMPANY.

X **INDEMNITY.** Charter Party shall Indemnify, defend, and hold harmless New Melones Lake Marina, LLC, its successors, assigns, agents, employees, contractors, partners, directors, officers, members, stockholders, affiliates and attorneys (collectively the "Indemnified Parties") from and against all losses, costs, liabilities, claims, fines, demands, suits, actions and judgements of every kind or character (1) arising from the rental, use or operation of the vessel and Equipment by Charter Party, (2) arising from the Charter Party's failure to perform its covenants under this Agreement, (3) recovered from or asserted against any of the Indemnified Parties on account of any damages to the extent that any such damages may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by Charter Party or any other person using or occupying the vessel or Equipment, REGARDLESS OF WHETHER THE COMPANY'S NEGLIGENCE CAUSED SUCH LOSS OR DAMAGE. HOWEVER, SUCH INDEMNIFICATION OF THE INDEMNIFIED PARTIES BY CHARTER PARTY SHALL NOT BE APPLICABLE TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE COMPANY OR ANY OF ITS DULY AUTHORIZED AGENTS OR EMPLOYEES.

CHARTER PARTY SIGNATURE _____

DATE _____