



NON-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 **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 **CHARTER PARTY.** The Charter Party is financially responsible for all costs associated with the rental of the Vessel, including rental amount, security deposit incidentals and any damage to the vessel 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).** Charter Captain and Co-Captain(s) must be at least **18 years** of age and have a valid driver's license to rent non-motorized Equipment, including but not limited to Kayaks, Paddle Boards, Tubes, Surfboards, Wakeboards, and Skis. All parties that operate the Equipment must sign agreement, be present at time of check-in and orientation and provide a valid driver's license.

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.

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.

CANCELLATION POLICY. Charter Party acknowledges that the Company's ability to provide the Equipment is contingent upon and subject to the return of the Equipment by the previous renter, as well as other causes beyond the Company's control. Cancellations must be made 72 or more hours before rental date to receive a full refund. **Cancellations made with less than a 72-hour notice will forfeit 100% of rental cost.** 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.

REPAIR & REFUND POLICY. New Melones Lake Marina is committed to making your rental as trouble free as possible. Please understand that there are many breakable components on the Equipment, 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.

RENTAL TIME. It is suggested to arrive at least 20 minutes prior to your rental departure time. Regardless of the departure time, the Equipment is due back at the scheduled return time (i.e., Equipment reserved for 9AM and customer arrives late so he/she checks in at 11, the Equipment is still due back at designated time) – for every 15 minutes the Equipment is late, customer will be charged an additional \$50. 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 Equipment "daily" entails leaving as early as 9am and returning by 5pm.

There are no Sunset or Overnight options available for Non-Motorized Rentals.

CHECK-IN & BOARDING. Renter may not remove or begin using Equipment until all paperwork has been completed and instructions regarding operation of the Equipment has concluded.

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 Equipment. Company hereby rents the Equipment in good operable condition, and in proper working order with all materials, 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 Equipment before departure and by acceptance of delivery, charter party agrees to its condition and that it is safe and operable.

CHECK-OUT. The Equipment must be unloaded and returned to the designated area by the designated return time. A late charge may be charged on late returns and will be deducted from the damage deposit or charged to the renter's credit card. There will be no refunds for early return.

BOAT CHARTER AGREEMENT. The Charter Party (Lessee and Co-Captain, jointly and severally) agrees to accept custody of the Equipment, agrees that the Equipment is in good seaworthy condition, equipped as indicated, and agrees to return said Equipment to New Melones Lake Marina on or before the time indicated above, in the same general condition. Lessee agrees not to leave the dock if there is any defect in the Equipment. It is agreed that the Charter Fee is a presently earned fee for the use of the Equipment, 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 Equipment 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 Equipment occurring while they have possession of the Equipment. All or part of the deposit may be applied to such damages. Further charges may apply should damages exceed amount of the deposit.

RULES AND REGULATIONS. Charter Party shall operate the 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 Equipment, to accept full and sole responsibility for the safety of any and all persons on or about the Equipment 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 Equipment during the charter period.
- 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.

X The Charter Party agrees:

- That they will operate the Equipment to lessor's satisfaction prior to taking custody of it.
- That they will inspect the Equipment.
- That they will not allow the Equipment to be operated by any other persons except a member of the party who has signed this agreement, over the age of 18, holding a valid driver's license, and known to the Charter Party to be capable to operate the Equipment.
- That they will be responsible for all such operations.
- That all persons on equipment will wear US Coast Guard approved flotation devices during entire duration.
- That the equipment is in good physical condition.
- That they and all guest will not have weapons or illegal drugs on the Equipment or any Marina property.
- That the Equipment will be returned to New Melones Lake Marina in the same condition as received.

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 Equipment 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 understands that boating and water activities can be hazardous and post 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 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 Equipment and Charter Party assumes all risk of injury, damage or loss that might result, EVEN IF THE RISKS ARISE OUT OF NEGLIGENCE OF 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 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 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 _____

