

# Beach Island Resort and Marina

## HOUSEBOAT RENTAL AGREEMENT

**CUSTOMER NAME:** (as shown on driver's license) \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**HOME PHONE:**(\_\_\_\_\_) \_\_\_\_\_ **WORK PHONE:** (\_\_\_\_\_) \_\_\_\_\_ **FAX:**(\_\_\_\_\_) \_\_\_\_\_

**HOME ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**DRIVER'S LICENSE NO.:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **EXP. DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**DATE OUT:** \_\_\_\_/\_\_\_\_/\_\_\_\_ ("Departure Date") **DATE TO BE RETURNED:** \_\_\_\_/\_\_\_\_/\_\_\_\_

### HOUSEBOAT DELIVERY, CONDITION AND RETURN

(TO BE COMPLETED BY MARINA EMPLOYEE UPON OR AFTER DEPARTURE DATE)

**\*Customer initials indicates acceptance.**

**TIME OUT:** \_\_\_\_\_ : \_\_\_\_\_ .m. **TIME TO BE RETURNED:** \_\_\_\_\_ : \_\_\_\_\_ .m. **HOUSEBOAT ("HOUSEBOAT") NO. :** \_\_\_\_\_

**HOUSEBOAT MANUFACTURER:** \_\_\_\_\_ **HOUSEBOAT SERIAL NO.:** \_\_\_\_\_

**LIST OF ACCESSORIES/ATTACHMENTS/EQUIPMENT** \_\_\_\_\_

☐ **COPY OF HOUSEBOAT RENTAL AGREEMENT RECEIVED** ☐ **COPY OF HOUSEBOAT CONDITION REPORT RECEIVED** ☐ **FULL TANK OF FUEL**  
(Initials) (Initials) (Initials)

☐ **OPERATOR MANUALS RECEIVED AND REVIEWED** ☐ **ORAL INSTRUCTIONS RECEIVED** ☐ **CUSTOMER ACKNOWLEDGES THAT NO ONE IS**  
(Initials) **AND HOUSEBOAT INSPECTED** (Initials) **FOR OPERATION OF HOUSEBOAT** (Initials) **TO OPERATE HOUSEBOAT EXCEPT CUSTOMER**

☐ **COPY OF RULES AND REGULATIONS RECEIVED FOR CONDUCT, MAINTENANCE AND USE OF HOUSEBOAT AND OTHER WATERCRAFT**  
(Initials)

#### CONDITION-OUT

☐ **NO DAMAGE** ☐ **DAMAGE** Description of existing damage: \_\_\_\_\_ (Initials)

#### CONDITION-RETURNED:

☐ **EXTERIOR DAMAGE** \_\_\_\_\_ **MISSING HOUSEBOAT MANUALS/PARTS/ FURNITURE/EQUIPMENT/ACCESSORIES AND ATTACHMENTS ("Items")**

Description of damages and/or missing Items, if any: \_\_\_\_\_ (Initials)

### PAYMENT

**WEEKEND RENT:** \$ \_\_\_\_\_ per weekend / midweek

**WEEKLY RENT:** \$ \_\_\_\_\_ per week

**SUB-TOTAL:** \$ \_\_\_\_\_

**TAX (\_\_\_\_\_%):** \$ \_\_\_\_\_

**RESERVATION DEPOSIT:** \$600.00

**LATE CHARGE:** \$600.00 per hour or any part thereof

**NUMBER IN PARTY:** \_\_\_\_\_

**TOTAL RENTAL PAYMENT DUE \$** \_\_\_\_\_  
(Based on number of people in party represented above)

**Reservation Deposit and Rental Payment:** The Reservation Deposit of \$600.00 is due within 3 days of booking. Upon actual receipt of payment of the Reservation Deposit, the Houseboat Rental Agreement will be mailed to CUSTOMER confirming the reservation. **Total Rental Payment and the completed and signed Houseboat Rental Agreement must be returned to MARINA not less than 30 days prior to Departure Date or CUSTOMER's reservation will be subject to cancellation.**

**Security Deposit:** Upon payment of the Total Rental Payment, the Reservation Deposit becomes the Security Deposit. The Security Deposit will be applied to outstanding charges, including, but not limited to, any damage to the HOUSEBOAT; lost, or damaged Items; fuel; late fees; and cleaning fees. The Security Deposit is refunded when HOUSEBOAT is inventoried, inspected, and found to be clean and undamaged upon return. The acceptance of the Security Deposit is not a waiver of MARINA's right to charge for damages in excess of the Security Deposit.

**Cancellation:** Any cancellation must be in writing. The Reservation Deposit is non-refundable. Any reservation which is cancelled 45 days or more prior to Departure Date, will result in a refund of all monies paid, except the Reservation Deposit. Any reservation which is cancelled less than 45 days prior to Departure Date, will result in forfeiture of the Total Rental Payment, but the Security Deposit will be refunded. If the HOUSEBOAT is re-rented for same time period, CUSTOMER will receive a refund equal to the total rental amount so charged to the substitute renter less an additional \$600.00 service charge. No refunds will be given for inclement weather, illness, accident, change in plans, personal emergencies, or otherwise.

**I, THE UNDERSIGNED CUSTOMER, ACKNOWLEDGE AND AGREE THAT BEACH ISLAND RESORT AND MARINA, INC. (THE "MARINA") RENTS TO THE UNDERSIGNED CUSTOMER THE HOUSEBOAT SUBJECT TO ALL THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON PAGE 2 OF THIS HOUSEBOAT RENTAL AGREEMENT (THE "AGREEMENT"), WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND THE UNDERSIGNED CUSTOMER WILL BE BOUND BY THE SAME. NO ONE EXCEPT THE UNDERSIGNED CUSTOMER SHALL BE ALLOWED TO OPERATE THE HOUSEBOAT.**

**CUSTOMER SIGNATURE** \_\_\_\_\_

**CUSTOMER NAME (print or type)** \_\_\_\_\_

**DATE:** \_\_\_\_/\_\_\_\_/\_\_\_\_

## TERMS AND CONDITIONS

In consideration of MARINA renting to CUSTOMER the HOUSEBOAT described herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by CUSTOMER, CUSTOMER and MARINA agree to and shall be bound by the following terms and conditions:

**1. Drivers.** HOUSEBOAT may only be used, operated or driven by CUSTOMER, who is 25 years of age or older and whose name appears on Page 1 hereof. CUSTOMER has received a copy of all the operator manuals and operating instructions/procedures for the HOUSEBOAT and CUSTOMER has or will review all such manuals and procedures prior to the use or operation of the HOUSEBOAT.

**2. Prohibited Use.** HOUSEBOAT shall only be used for the manufacture's intended purposes as a recreational watercraft. HOUSEBOAT shall NOT be used:

- a. at any location other than on Norris Lake, Tennessee;
- b. in any race, test or competitive event;
- c. by any person not specified in Paragraph 1 above;
- d. for any illegal purpose or in an illegal manner;
- e. in a reckless, abusive or negligent manner;
- f. by any person after drinking alcohol or using any drugs, regardless of the degree of intoxication or impairment;
- g. to carry hazardous or explosive substances;
- h. to push or tow any other HOUSEBOAT or other watercraft, except as specifically listed on Page 1 hereof;
- i. after dusk or at nighttime;
- j. if further use of the HOUSEBOAT might cause damage to it (e.g. warning light on);
- k. to carry loads beyond the HOUSEBOAT's capacity; or
- l. in violation of the terms and conditions of this Agreement.

IN NO EVENT SHALL CUSTOMER SUB-RENT OR LEASE HOUSEBOAT TO ANOTHER PERSON OR ENTITY. CUSTOMER's rights under this Agreement are non-transferable. If HOUSEBOAT is obtained from MARINA by fraud or misrepresentation or is obtained or used in furtherance of an illegal purpose, all rights to the use of HOUSEBOAT are revoked, and subsequent use is without MARINA's permission. NO PETS OF ANY KIND ARE ALLOWED ON THE HOUSEBOAT. CUSTOMER shall not leave the HOUSEBOAT unattended for any period of time.

**3. Delivery and Return of HOUSEBOAT.** CUSTOMER acknowledges that CUSTOMER receives the HOUSEBOAT in good condition (except as specifically listed on Page 1 hereof). MARINA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE HOUSEBOAT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES INCURRED AS A RESULT OF USING OR POSSESSING THE HOUSEBOAT IS EXPRESSLY DISCLAIMED. CUSTOMER is responsible for proper maintenance of the HOUSEBOAT while in CUSTOMER's possession and/or control. The HOUSEBOAT is the property of MARINA and shall be returned to MARINA in a clean condition with a full tank of fuel on the date and time shown on Page 1 hereof, or earlier if demanded by MARINA, together with all Items, in the same condition as when received, ordinary wear and tear excepted. A minimum cleaning fee of \$100.00 will be charged for any HOUSEBOAT returned unclean. If the HOUSEBOAT is not returned in a timely manner as stated on Page 1 hereof, CUSTOMER agrees to pay \$600.00 per hour or any part thereof. MARINA, or any of its agents or employees, may peacefully repossess the HOUSEBOAT, without demand, or liability for trespass, wherever found, and terminate this Agreement, if the HOUSEBOAT is used in violation of law or this Agreement, or is apparently abandoned. CUSTOMER shall pay MARINA's costs and expenses in repossessing the HOUSEBOAT. CUSTOMER acknowledges and agrees that due to circumstances beyond MARINA's control, the HOUSEBOAT may not be available for rental on the Departure Date. In such event, CUSTOMER shall be notified as soon as practicable and shall be given a full refund. MARINA shall have no further liability to CUSTOMER.

**4. Responsibility for Loss of or Damage to HOUSEBOAT.** CUSTOMER is responsible for any and all loss, damage, consequential damages and injuries while operating, maintaining and mooring HOUSEBOAT at the MARINA. MARINA is not liable for loss or other damage to any property of CUSTOMER or any other person who may have been in or on the HOUSEBOAT. CUSTOMER shall be responsible for damage CUSTOMER may cause to other property in or around the MARINA and/or the MARINA facility itself occasioned by CUSTOMER's actions or actions of any guest of CUSTOMER. If HOUSEBOAT becomes unsafe or in disrepair for any reason, CUSTOMER agrees to discontinue use of the HOUSEBOAT and notify MARINA immediately. Upon such notification, MARINA will use its best efforts to repair or replace equipment on the HOUSEBOAT with similar equipment in good working order. MARINA is not responsible for any incidental or consequential damages caused by damage, repairs, and delays or otherwise, and no rental will be abated. CUSTOMER hereby assumes all risk of any loss or damage and waives all claims therefor against MARINA.

**5. Use of MARINA and HOUSEBOAT.** CUSTOMER agrees to use the MARINA and HOUSEBOAT in accordance with this Agreement, the Rules and Regulations posted at the MARINA from time to time, and the Rules and Regulations for Conduct, Maintenance and Use of Houseboat and other Watercraft. CUSTOMER shall follow all state and federal laws in the operation of HOUSEBOAT. Failure of CUSTOMER to abide by the foregoing will result in termination of this Agreement and forfeiture of CUSTOMER's Security Deposit. No refund of any portion of the Total Rental Payment will be made in such event.

**6. Indemnity.** CUSTOMER agrees to indemnify and hold MARINA harmless and the owners of the HOUSEBOAT (if not owned by MARINA but under a management arrangement), from and against any and all losses, liabilities, lost profits, special, incidental or consequential damages, injuries, claims, demands, costs and expenses arising from or out of the use or possession of the HOUSEBOAT, injury to CUSTOMER or CUSTOMER's guests, or in connection with this Agreement and waives all rights to claim any such damage as against MARINA and the owner of the HOUSEBOAT.

**7. No Agency.** CUSTOMER is not and shall not be deemed to be the agent, servant, or employee of MARINA for any reason or for any purpose.

**8. Accidents, Theft, or Vandalism.** CUSTOMER shall immediately report any accident, theft or vandalism involving the HOUSEBOAT to CUSTOMER's insurer, the police, and the MARINA, and deliver to CUSTOMER's insurer and MARINA, a copy of every process, pleading, notice, or paper of any kind received by CUSTOMER relating to any claim, suit or proceeding in connection with any accident or event involving the HOUSEBOAT.

**9. Attorneys Fees.** If this Agreement is placed in the hands of an attorney for collection, enforcement, or otherwise, CUSTOMER agrees to pay all attorneys' fees and expenses incurred by MARINA.

**10. Choice of Law.** CUSTOMER and MARINA agree that this Agreement shall be governed and construed in accordance with the laws of the State of Tennessee without giving effect to its conflicts of laws principles. The parties hereby consent to the jurisdiction and venue in Union County, Tennessee.

**11. No Change of Terms.** No employee of MARINA (other than by an officer of the MARINA in writing) has the authority to vary or change the terms of this Agreement or to make any other or additional terms for the use of the HOUSEBOAT.

**12. Severability.** 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 provision of this Agreement.

**13. Entire Agreement and Binding Effect.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all other previous agreements, oral or written, with respect to the same. This Agreement is binding upon the heirs, successors, and assigns of the Parties.