

**STARS AND STRIPES PONTOON RENTALS, BOAT AND RV STORAGE AGREEMENT**



**Rental Company:** Stars and Stripes Pontoon Rentals, Boat and RV Storage  
678 Ambler School Rd, Pickens, SC 29671  
Phone: 864-666-0486 Website: <https://starsandstripespontoonrentals.com>

**Renter Information:** *Renter must present valid driver's license and be over 25 at time of rental!*

Name: \_\_\_\_\_  
Last First MI Application Date

Legal Address ( as appears on Renters Driver's License ):

Street City, State Zip

**Contact Information:**

Renters Daytime Phone: \_\_\_\_\_

Credit Card # (for damage/gas): \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVC: \_\_\_\_\_ # Cell Phones Available on Boat: \_\_\_\_\_

Emergency Contact ( *someone not on the boat* ): \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone #1 / #2: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Boat (Make/Type) \_\_\_\_\_

Boat #: \_\_\_\_\_

Date of Rental: _____
Departure Time: _____
Return Time: _____
Lake: _____

Maximum Number of Persons Allowed in this boat: **10**

*There are 10 Adult Personal Flotation Devices (PFD) on board, located under the seats.*

**SC DNR REGULATIONS REQUIRE:**

One PFD be available for each person on board. All children aged 12 years and under are **REQUIRED TO WEAR A PFD AT ALL TIMES.** We DO NOT PROVIDE PFD's for 12 and UNDER (Renter's Responsibility!!!)

**In accordance with SC DNR Regulations, there is one throwable flotation device on board located behind the Captain's Chair.**

By signing below, Renter acknowledges all items as indicated are true and accurate and accepts all responsibility for items and damages as stated within this Rental Agreement between Renter and Stars and Stripes Pontoon Rentals, Boat and RV Storage.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Late Return Fee / \$50.00 every 15 minutes late.**

**STARS AND STRIPES PONTOON RENTALS, BOAT AND RV STORAGE AGREEMENT**



PONTOON RENTAL OPERATIONS AND PROCEDURES

1. All South Carolina DNR Laws must be adhered!
2. Person renting boat must also sign Waiver of Liability and is responsible for all people on boat during operations.
3. All children 12 and under must wear a Coast Guard approved life jacket at all times.
4. All equipment on boat must be returned in the same condition that as it was when it was rented.
- 5. Renter must submit total number of people in party to insure proper equipment is on boat and that boat does not exceed people and weight restrictions.**
6. All people should remain seated and inside boat while the vessel is in motion.
7. Swimming from the boat out in the lake should be done out of normal travel of all others boats.
8. No diving head first from the boat into the lake.
9. All passengers must only re-enter the boat from the ladder on the driver's side after it is securely in place or rear ladder of boat.
10. Remove key from the switch during resting and swimming to prevent accidental starting of boat with people in water around boat motor.
11. No one is allowed under the boat during swimming periods.
12. Before restarting the motor the driver is responsible for insuring that no one is still in the water around the boat. Sound horn before restarting motor.
13. Stay out of shallow water and only start boat when bottom of lake is not visible. (10 feet or greater)
14. All "NO WAKE" signs mean that the boat should be operated at speeds that will not make waves behind the boat. No swimming allowed in "NO WAKE" zones.
15. Any sailboat on lake has "right of way" at all times.
16. The boat will be refueled and charged to renter after use.
17. Renter is responsible to insure that boat has enough fuel to get back to the starting and loading area.
18. Normal rules for boat driver is to pass on right of approaching vessels when possible and watch for people being towed or skiing behind other boats.
19. Do not travel close to the edge of the lakes because of debris and shallow waters.
- 20. Renter is responsible for any physical damage done to the boat during rental time and all passenger's safety.**
21. Only one towable (float) allowed behind boat.
22. Any problems call (864) 666-0486

**Signature of Renter:** \_\_\_\_\_

**Date of Rental:** \_\_\_\_\_

**Time of Rental:** From \_\_\_\_\_ To \_\_\_\_\_

**SOUTH CAROLINA RENTAL AGREEMENT:  
WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**



I. DISCLAIMER

YOU MUST BE 18 YEARS OF AGE TO RENT ANY WATERCRAFT. ANYONE UNDER 16 YEARS OF AGE MAY NOT OPERATE ANY WATERCRAFT UNLESS THE PERSON HAS PASSED A BOAT COURSE THROUGH THE DNR AND ACCOMPANIED BY AND UNDER THE DIRECT SUPERVISION OF AN ADULT OVER THE AGE OF 18.

This Rental Agreement: Waiver and Release of Liability, Assumption of Risk, and Indemnity ("Rental Agreement") is applicable to all renters, operators, passengers and users of equipment of provided by **STARS AND STRIPES PONTOON RENTAL, BOAT AND RV STORAGE** \*(For purposes of this Rental Agreement, the term "Rental Company" includes all employee, agents, representatives and servants, assigns, successors, insurers and subsidiaries of **STARS AND STRIPES PONTOON RENTAL, BOAT AND RV STORAGE**). The undersigned agrees that he/she is also signing this Rental Agreement on behalf of any minor children for whom he/she will disclose to Rental Company all potential operators, passengers and uses of said rental equipment. Renter further agrees that in the event that he/she fails to notify Rental company of all potential operators, passengers or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, even is such damages arise out of the negligence of fault of Rental Company.

II. EXPRESS ASSUMPTION OF RISK-CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A WATERCRAFT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT I HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LASS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE RECENT OPERATION, OR USE OF THE WATERCRAFT OR ASSOCIATED RENTAL EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT OR OMISSION OF RENTAL COMPANY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

III. RELEASE/COVENANT NOT TO SUE-CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS RENTAL COMPANY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OR ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FROM WHOM I AM PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RENTAL COMPANY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE WATERCRAFT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN AS PART OF THE CONSIDERATION FOR USING THE CHARTED EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST RENTAL COMPANY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE RENTAL ACTIVITIES. IT IS THE INTENT OF THIS RENTAL AGREEMENT TO FULLY AND COMPLETELY RELEASE RENTAL COMPANY FROM ALL CLAIMS.

Initials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_

**All individuals over 18 must initial this page.**

\*\*\*Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

# SOUTH CAROLINA RENTAL AGREEMENT:



## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (continued)

### IV. INDEMNITY/LIABILITY TO THIRD PARTIES-CAUTION!! READ BEFORE SIGNING

I AGREE THAT I INDEMNIFY AND HOLD HARMLESS RENTAL COMPANY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES INCLUDING BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER WATERCRAFT AND MINOR CHILDREN UNDER THE UNDERSIGNED'S CUSTODY, CARE AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE RENTAL OPERATION, OR USE OF EQUIPMENT PROVIDED BY RENTAL COMPANY, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF RENTAL COMPANY.

### V. GENERAL TERMS AND CONDITIONS

I certify that I have received adequate and proper safety and operational instruction for the equipment and watercraft from rented from Rental Company and am capable in all aspects of the handling and operation of such equipment and watercraft following all safety instructions. I agree not to use, not permit the use of a/the equipment for (a) any unlawful purpose; (b) in a careless, reckless, or negligent manner; (c) while under the influence of alcohol and/or drugs; or (d) in violation of the safety instructions I received from Rental company.

This Rental Agreement set forth the entire agreement and understanding between the parties and all previous discussions, understandings, representations, negotiations and agreements and with respect to the matters included in the Rental Agreement are merged herein. Additionally, the consideration recited herein is the full, complete and entire consideration for this Rental Agreement, and there is no further consideration to be paid by any party to any other party other than as recited herein.

If any provision or part of a provision of this Rental Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, the remainder of the Rental Agreement shall remain valid and enforceable by any party.

This Rental Agreement shall be governed by and construed under the laws of the State of South Carolina. In the event Rental Company prevails in any litigation or claim relating to the enforcement of the provisions contained herein, I agree to pay and indemnify Rental company for litigation expenses, including reasonable legal fees and court costs.

I expressly warrant and represent that before executing this Rental Agreement I have fully informed myself of the terms, conditions and effect of this Rental Agreement, and that I have relied solely on my own judgement in executing this document.

Initials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_  
6. \_\_\_\_\_ 7. \_\_\_\_\_ 8. \_\_\_\_\_ 9. \_\_\_\_\_ 10. \_\_\_\_\_

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\*\*\*Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

# SOUTH CAROLINA RENTAL AGREEMENT:



## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (continued)

I have read the terms of this Rental Agreement, including the provisions regarding Assumption of Risk, Release and Covenant Not to Sue, and Indemnity, and I understand that I am giving up substantial rights in consideration for my use of Rental Company's watercraft and equipment. I enter into this Rental Agreement freely and voluntarily without any inducement.

**CAUTION!!! READ ENTIRE TWO PAGES OF THIS DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST RENTAL COMPANY.**

Signature below indicates that you have read this entire document and agree to its terms and conditions.

Print Names (List all passengers, giving age under those that are 18)

1.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
2.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
3.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
4.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
5.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
6.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
7.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
8.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
9.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date
10.	_____	_____	_____
	Passenger Name	Signature or Guardian's Signature	Date