

Cherokee Boat Club, LLC

Terms and Conditions RENTAL CONTRACT

For the purposes of this document, Cherokee Boat Club, LLC will be referred to as "The Club"

The Club's vessels may only be operated by the individual who provides payment and who has successfully completed the training provided by The Club. **Initials** _____

Renters born after January 1, 1989, must successfully complete the TWRA Boating Safety Exam and carry the Boating Safety Education Certificate issued by the TWRA when operating a Club vessel.

Rental hours are from 9:00 am until 5:00 pm. Every 15 minutes past 5:00 pm, the renter will incur a \$100.00 fee. **Initials** _____

Hours of operation are subject to change at the discretion of The Club. Factors that may affect club hours are weather, dangerous lake conditions (heavy storm debris), etc.

Pets are **not allowed** on any boats. Service animals are an exception with proper credentials.

No renter may operate a club vessel under the influence of alcohol or any other substance. If a renter is found to be operating under the influence of any substance, they will be banned from Cherokee Boat Club, LLC. **Initials** _____

Smoking or open flames are **not allowed** on any vessels. Any damage that occurs from smoking or open flames will be the responsibility of the Renter deemed to have caused the damage. They will pay for the repair or replacement, and they will be banned from Cherokee Boat Club, LLC.
Initials _____

Locking down from Old Hickory to the Cumberland River is **not allowed**.

The boats are fitted with depth and mapping devices which **must be used at all times** while operating a Club vessel. **Initials** _____

Renters are responsible for the cost of their gas at the end of each boat use. All boats will be fueled by Club employees. Any charges questioned by Renters will be addressed immediately and fuel charges adjusted if needed. **Initials** _____

Renters are not allowed to tow any sort of watersports equipment or towable device while operating a Cherokee Boat Club, LLC vessel. **Initials** _____

Renters are responsible for removing all personal equipment. Renters are also responsible for the removal of any trash, bottles, cans, etc. **If you brought it on, please take it off.** A dumpster is available 24 hours a day for Renters to dispose of their trash. Renters who leave any of The Club's vessels in a condition worse than when picked up, will be charged a \$25 cleaning fee. **Initials** _____

The Club will provide Hull & Property Damage insurance with Personal Liability insurance for all vessels used by Renters. The boat will be assessed for any damages at the return of the rental. Renters are responsible for all damages incurred during their rental period up to \$2,500.00. Damages will be estimated and charged to the renter. Refusal to pay for damages assessed will result in immediate notification to all credit reporting agencies, and we will file a suit with small claims court where you will be required to pay our attorney's fees and court costs in addition to the charge for damages. If you do not agree with our assessed damage cost, we will at the time charge you the full \$2,500.00 and have the damages professionally repaired. If any of the \$2,500.00 is remaining, we will refund you that remaining amount via Paypal. Any refusals to pay for damages will result in a permanent ban from Cherokee Boat Club, LLC. **Initials** _____

In the event of any dispute over, relating or referring to this agreement, including but not limited to collections actions, breach of contract/agreement actions, declaratory judgment actions or equitable injunction actions the renter is responsible for Cherokee Boat Club, LLC's legal costs, expert fees, and attorneys' fees. **Initials** _____

Renters shall comply with the rules and regulations in force by Cherokee Marina & Grill, LLC. The Renter shall receive an overview of Marina rules and regulations at time of orientation. **Initials** _____

Renters agree to hold The Club, its officers, and staff harmless against all charges as a result of any Renter's negligence. **Initials** _____

Renters are responsible at all times for the safety of all persons on board while using The Club's vessels and equipment. Renters are responsible for any personal property damage/loss, injury, death, or other claims arising from all persons on board, including Renter, while using a Cherokee Boat Club vessel and equipment. It is further understood by the Renter that property damage/loss, injury or death caused by other items/events/ actions, such as watercraft/wakes/docks/water sports (including but not limited to swimming/diving/snorkeling/waterskiing/wakeboarding/wakesurfing/tubing/etc.) are events for which The Club is not liable. The Renter shall hold The Club, its officers and staff harmless and shall indemnify The Club against all charges. **Initials** _____

By signing this document, you agree to the rental rules and regulations set-forth by Cherokee Boat Club, LLC.

Renter Signature

Date

CHEROKEE BOAT CLUB Liability Waiver
Equipment Verification

Renter: Renter's Cell Phone #:
 Date: Boat: Start Time: Return Time:

Float Plan:

Renter and guests hereby acknowledge and certify that there are various risks from both man and nature, incidental to the use of Cherokee Boat Club, LLC equipment and related activities, Marina facilities and public lands and waters, and the Renter and guests hereby fully accepts these risks. Renters knowingly accept sole responsibility for the safety of all persons and property on board Cherokee Boat Club, LLC vessels and all persons that come in contact with Cherokee Boat Club, LLC vessels and/or equipment, including but not limited to family, guests, and members of the general public. The Renter and guests hereby waive, renounce, forever release and indemnify Cherokee Boat Club, LLC, Cherokee Steakhouse and Marina, Its' officers, directors, employees and assigns, of and from any and all property loss or destruction, injury, damage, liability, expense, or obligation resulting in loss, injury, death or damage of or to the Renter, their family, guests, or invitees resulting from any cause whatsoever, whether known or unknown, foreseen or unforeseen, patent or latent, except when specifically occurring under the direct and immediate control of the Cherokee Boat Club, LLC, or its' agents, outside of normal duties associated with or undertaken in good faith efforts by Cherokee Boat Club, LLC, the Marina, or their agents, for the overall safety of patrons and property. The Renter hereby agrees that any claims which allege acts of negligence or omission, by Cherokee Boat Club, LLC, the Marina, or their agents which result in attorney's fees or other expenses for said entities and/or their agents, shall be borne in entirety by the Renter and his/her assigns, if allegations are found by courts or on arbitration to be without absolute merit as if the said entities and their agents acted within reason or good faith. The Renter and guests hereby acknowledge that they have read and completely understand their waivers of rights and have voluntarily signed this Agreement and intends for these waivers to apply to their assigns, children, and estate.

	Print Name	Sign Name
Guest 1:		
Guest 2:		
Guest 3:		
Guest 4:		
Guest 5:		
Guest 6:		

I, the above listed Renter, hereby certify that the account given for the number and condition of the Cherokee Boat Club, LLC vessel and equipment listed above is correct. I hereby agree to strictly follow the requirements set forth in the Cherokee Boat Club, LLC Rental Agreement and Rules and Regulations, and to strictly adhere to any general restrictions communicated to Cherokee Boat Club, LLC personnel as outlined above. I fully understand the charges and penalties incurred by my failure to follow any and all Cherokee Boat Club, LLC policies, including but not limited to specified vessel capacities and scheduled return times. I fully acknowledge that I am solely responsible for the safety of all persons and property onboard, and hereby agree to pay for the first \$2,500.00 of any loss or damage to the Cherokee Boat Club, LLC vessel or equipment, as determined solely by the Cherokee Boat Club, LLC.

Renter Signature: _____

Prop condition at return (parts&labor)	Exterior condition at return (parts&labor)	Other return comments, damaged missing equipment:		
Charge	Charge	hour meter at return	Gallons fuel used	
Lower unit condition at return (parts&labor)	Interior condition at return (parts&labor)	less hour meter at departure	Fuel Charge	
Charge	Charge	total engine hours used		
Late Fees	+ Cleaning Fees	+ Lost/Damaged Equipment	+ Fuel	= Total Charges