

P.W.C. Operators Safety Program

Always wear your personal flotation device (life jacket) while riding Personal WaterCraft (P.W.C.). This includes all passengers! (80% of all boating fatalities are drowning due to boaters not wearing life jackets.)

Be sure the P.W.C. is in at least 20 feet of water when starting and that the area is free of debris, weeds, and trash.

Attach the stop lanyard to the watercraft's kill switch terminal.

To start P.W.C.: Push green start button on left side of handlebars. Do not give it any gas or it will not start. Push green button no more than 30 seconds, let starter rest one minute, then try again.

When you want to stop, slow down to an idle speed and give yourself 20 feet to slow down and stop, check left, right, and behind and make sure the area ahead is clear and proceed slowly.

Adhere to any speed regulations. Check in all directions before accelerating or decelerating. Always look in front, behind you, and side-to-side before you start, stop, or turn.

If the P.W.C. is not operating properly, do not ride until the problem has been identified and repaired. Signal to another boater by waving your arms overhead, have them come and tell us where you are, and someone from Lake Berryessa Boat & Jet Ski Rentals (L.B.B.J.R.) will come out and tow you in. Do not attempt to ride back to rental if you feel the P.W.C. is not running properly, for this will cause more damage which you may be responsible for. If P.W.C. is not full of water, you may have someone tow you in.

WHEN YOU FALL:

An engine stop lanyard is attached to the operator's wrist and shuts off the engine when the operator falls off. For this reason, it is essential that the lanyard is always properly attached to the watercraft and the operator, snug on the wrist.

Swim to the P.W.C., re-board carefully, always from the back, driver first, reattach the lanyard, and restart your engine. Do not give any gas.

If the engine will not restart, signal a vessel to contact L.B.B.J.R. and we will come to tow you in. Do not let another vessel tow you to shore. Stay with the P.W.C. at all times. Do not attempt on-the-water repairs. Waves or wakes could easily fill the P.W.C. up with water, causing more damage that you will be liable for.

If you are getting tired, getting low on fuel, losing daylight, or having difficulty maneuvering safely in heavy traffic, return to the Rental Dock. Watch for other traffic leaving or returning to the marina and follow all 5 mph and no-wake markers.

As you come closer to the Rental Dock, slow to idle speed 30 feet away from the dock, park in front of ramp at the end of the dock, shut engine off and wait for someone to assist you or pull P.W.C. up on ramp by hand.

SPEED:

Never go more than 5 mph in marina, coves and within 100 feet of shore, never get closer than 500 feet of a swimmer, swimming beach, swimming float or any other dock except rental dock. If you are driving 100 feet or closer, we may take equipment from you and you could receive a reckless driving ticket that costs \$599.00 and goes on your driving record.

Speed is limited by law for certain conditions and areas. The maximum speed for the P.W.C. in all Marina's, Coves, and within 100 feet of shore is 5 miles per hour, within 500 feet of a swimmer (but not a water skier) and within 500 feet of swimming beach, swimming float, diving platform of life line, passenger landing being used, or landing where boats are tied up is 5 miles per hour. You could receive a speeding ticket in these areas for up to \$300.00, which will go on your driving record.

YOU:

A safe speed should be maintained at all times so that: a) action can be taken to avoid collision and b) the P.W.C. can stop within a distance appropriate to the prevailing circumstances and conditions. Take 15 minutes to get the feel for how the P.W.C. reacts and handles.

INTOXICATED BOAT OPERATION:

Please do not drink and operate the P.W.C.! State law specifies that: No person shall operate any vessel while under the influence of intoxicating liquor or drugs. This means you are not allowed to bring any alcohol on board the P.W.C.

CAUTION:

Be aware that a red or orange water ski flag indicates: a skier down, a skier in the water preparing to ski, a ski line extended from the vessel, a ski in the water or someone swimming in the vicinity of the vessel – Please Proceed With Caution! Stay 500 feet away.

You should not flip the P.W.C. upside down because water can get into the engine and cause serious damage to the engine. If the P.W.C. is accidentally turned over you will immediately turn it upright according to the instructions you will be given. There will be a minimum charge of \$500.00 for having to do 4 to 6 oil changes to get the water out of the engine, wear and tear to bearings, valves, electrical system, charging the battery and testing. If the P.W.C. is still not running right, after water is removed, L.B.B.J.R. will have to bring it to a qualified repair shop to have it repaired. You will be responsible for parts and labor, up to the cost of a new motor. We will hold your deposit until we get the estimate.

It is agreed that the damage listed on the damage report for the P.W.C. that you are renting is the only damage to the P.W.C. Please look over the entire P.W.C. before starting your rental time. Upon your return the P.W.C. will be thoroughly inspected. You must pay for any damage to the P.W.C. that is not listed on the damage report, up to the cost of the P.W.C.

PWC Rental Contract

PERSONAL WATER CRAFT RENTER: _____ Date: _____

Address _____ City _____ State _____ Zip _____

Phone No. _____ Driver's License _____

Employed by _____ Phone No. _____ Date of Birth _____

The Personal WaterCraft (P.W.C.) RENTER hereby acknowledges custody of the P.W.C. described below, in good and seaworthy condition, equipped as indicated, and agrees to return said P.W.C. to Lake Berryessa Boat & Jet Ski Rentals (L.B.B.J.R.) on or before the time indicated, in the same general condition and with same equipment as listed. It is understood and agreed that the Rental Fee below is a presently earned fee for the use of the P.W.C. and the Security Deposit is a deposit against costs of repairs that will be required as a result of physical damage to the P.W.C. during the rental period. The P.W.C. RENTER further agrees that they are responsible for all damages occurring while they have possession of the P.W.C. and that all or part of the deposit will be forfeited to cover the cost of such damage.

The P.W.C. RENTER agrees to be responsible for the safe operation of the of the P.W.C.; to accept full and sole responsibility for the safety of any and all persons on or about the P.W.C. during the rental period; and to save L.B.B.J.R. harmless from and against any loss or liability.

The P.W.C. RENTER agrees not to permit the use or use to use the P.W.C. for transportation of persons or property for hire; not to allow more than 2 persons on the P.W.C. at any one time, unless its one light adult and two small children.

The P.W.C. RENTER agrees to abide by all rules, regulations and laws of the United States Coast Guard and other regulatory agencies with respect to boating safety and operation.

The P.W.C. RENTER acknowledges and agrees that the operation of the P.W.C. has been fully explained to him/her prior to taking custody of it; that he/she had inspected said P.W.C. motor and leases same without any representations by L.B.B.J.R., that warrants that he/she is a qualified operator of said P.W.C.; that the only persons permitted to operate the P.W.C. are listed on the contract and that the P.W.C. RENTER is solely responsible for all such co-operation of P.W.C.; that the motor is in good mechanical and physical condition; that he/she will not operate the P.W.C., or permit anyone to operate the P.W.C., while under the influence of alcohol or narcotics; that said P.W.C. will be returned to L.B.B.J.R. in the same condition as received.

It is expressly agreed that Lessor shall not be liable for loss of or damage to any property left or stored by P.W.C. RENTER or any other person in or upon said P.W.C., after return thereof to the L.B.B.J.R. and P.W.C. RENTER agrees to hold 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 receive fees and costs.

The P.W.C. RENTER certifies that he/she has read and understands this contract.

READ AND UNDERSTAND THE FOLLOWING RULES

YOU ARE LIABLE FOR DAMAGES UP TO COST OF EQUIPMENT • GAS NOT INCLUDED – CUSTOMER MUST PAY FOR ALL GAS

If these rules are not obeyed, rented equipment will be retrieved from you without refund!

- If you are late for your reservation, your time will start at the time you made your reservation for. If you are late returning the P.W.C. to the rental dock, you will be responsible for money lost due to lost customers and/or unfulfilled reservations.
- Return equipment on time to avoid late charges. Overtime will be charged at the rate of 1.75 times the hourly rate.
- No one under 18 years of age is permitted to rent equipment and all operators must have a valid driver's license. No passengers under the age of 4 allowed on as a passenger.
- It is the sole responsibility of the renter to show a valid driver's license.
- Stay 1000 feet from shore, hazard buoys, shallow or dirty looking water, trees or bushes. Stay 500 feet from boats, jet skies, people and any other objects. Never follow directly behind or close to any vessel or boat. Rental equipment has no right of way. You are liable for damages.
- Look left, right, behind you and in front before turning. Do not turn into the path of any other vessels. Do not follow any other vessel or boat too closely. You are liable for damages.
- Stay 500 feet away from other boats at speeds over 10 MPH.
- Do not operate equipment in water less than 20 feet.
- 5 MPH speed limit when entering or leaving dock area. You are liable for fines.
- Life jackets absolutely must be worn by the driver and passenger(s) when operating equipment.
- It is very important you do not flip the P.W.C. upside down because water can get into the engine and cause serious damage to the engine. There will be a minimum charge of

\$500.00 for having to do 4 to 6 oil changes to get the water out of the engine, wear and tear to the bearings, valves, electrical system, charging the battery and testing. If the P.W.C. is still not running right, after water is removed, we will have to bring it to a qualified repair shop to have it repaired. You will be responsible for parts and labor, up to the cost of a new motor. We will hold your deposit until we get the estimate.

- Operating the P.W.C. in shallow water, less than 5 feet deep (close to shore), can cause the cooling system to get clogged up causing the motor to overheat. You are liable for damages up to the cost of a new motor.
- Observe all Coast Guard, State and Local Boating Rules. You are liable for tickets. Renter shall be solely liable for all fines, penalties and forfeitures imposed for violation of the law while operating equipment under rental agreement.
- L.B.B.J.R. is not responsible for any articles left with them.
- Stay with equipment at all times. If motor fails or equipment is damaged, stay with equipment and wave arms overhead for help. Have help contact rental agent. Do not tow equipment to shore. Do not attempt to drive P.W.C. back, because further damage may be caused and you will be responsible for those damages by driving it when it's not running correctly. Do not let anyone tow P.W.C. when it has water in it, it will sink. You are liable.
- **An \$800.00 deposit is required on each P.W.C. rented. You are liable for all damages, up to cost of equipment.**
- Report any accident or fire. Do not remove fire extinguisher except in case of fire.
- **No refunds, credit only with the purchase of rental time only of equal or greater value.**

I further agree at my cost to defend L.B.B.J.R. and save them harmless on account of any and all suits or demands brought or asserted by reason of injuries to any person or property whatsoever, caused by the use or operation of said equipment while in my possession or control under the rental agreement, and to pay all judgments, liens or other encumbrances that may be levied against L.B.B.J.R. on account of the use thereof. I have read this rental agreement and agree thereto: I have read the instructions for use and understand them and agree to abide by them. I also understand that I am liable for all personal and property damage.

I hereby acknowledge I have read and fully understand this contract in its entirety and all safety rules, regulations, and boating laws. I will not take possession of any water craft until I and all other drivers have been fully instructed on all safety rules and the safe operations of this or any other rental vessel. I have no questions and understand said instructions.

Renter **X** _____

Time: Out _____ In _____ Vessel No _____ Hours _____ Payment _____ Deposit _____

Additional Drivers: (Name) _____ (Sign) _____ Driver's Lic # _____ Phone # _____

Additional Drivers: (Name) _____ (Sign) _____ Driver's Lic # _____ Phone # _____

Boat Rental Contract

CHARTER PARTY NAME: _____ Date: _____

Address _____ City _____ State _____ Zip _____

Phone No. _____ Driver's License _____

Employed by _____ Phone No. _____ Date of Birth _____

The CHARTER PARTY hereby acknowledges custody of the boat described below, in good and seaworthy condition, equipped as indicated, and agrees to return said boat to Lake Berryessa Boat & Jet Ski Rentals (L.B.B.J.R.) on or before the time indicated, in the same general condition and with same equipment as listed. It is understood and agreed that the Rental Fee below is a presently earned fee for the use of the boat and the Security Deposit is a deposit against costs of repairs that will be required as a result of physical damage to the boat during the rental period. The CHARTER PARTY further agrees that they are responsible for all damages occurring while they have possession of the boat even over the amount of the deposit, up to the cost of the boat.

The CHARTER PARTY agrees to be responsible for the safe operation of the boat; to accept full and sole responsibility for the safety of any and all persons on or about the boat during the rental period; and to save L.B.B.J.R. harmless from and against any loss or liability.

The CHARTER PARTY agrees not to permit the use or use to use the boat for transportation of persons or property for hire; not to allow more than ___ persons on the boat at any one time.

The CHARTER PARTY agrees to abide by all rules, regulations and laws of the United States Coast Guard and other regulatory agencies with respect to boating safety and

operation, and all rules and regulations put in force by L.B.B.J.R. or equipment will be retrieved from you with no refund given.

The CHARTER PARTY acknowledges and agrees that the operation of the boat has been fully explained to him/her and that all drivers have been fully instructed on the safe operation of this vessel, and understand how to operate it prior to taking custody of it; that he/she had inspected said boat and leases same without any representations by L.B.B.J.R., that warrants that he/she is a qualified operator of said boat; that the only persons permitted to operate the boat are listed on the contract and that the boat RENTER is solely responsible for all such co-operation of boat; that the motor prop, skag, strut and boat are in good mechanical and physical condition; that he/she will not operate the boat, or permit anyone to operate the boat, while under the influence of alcohol or narcotics; that said boat will be returned to L.B.B.J.R. in the same condition as received.

It is expressly agreed that Lessor shall not be liable for loss of or damage to any property left or stored by CHARTER PARTY or any other person in or upon said boat, after return thereof to the L.B.B.J.R. and CHARTER PARTY agrees to hold 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 receive fees and costs.

READ AND UNDERSTAND THE FOLLOWING RULES

YOU ARE LIABLE FOR DAMAGES UP TO COST OF EQUIPMENT • GAS NOT INCLUDED – CUSTOMER MUST PAY FOR ALL GAS

If these rules are not obeyed, rented equipment will be retrieved from you without refund!

\$2000.00 Deposit V-Drive • \$1500.00 Deposit DLX/Supreme • \$1000.00 Deposit Comp. Boat • \$1000.00 Deposit Patio Boat
 \$400.00 Deposit 16ft. Fishing Boat • \$200.00 Deposit Kayaks

You are liable for damages up to the cost of the equipment.

- If you are late for your reservation, your time will start at the time you made your reservation for. If you are late returning the BOAT to the rental dock, you will be responsible for money lost due to unfulfilled reservations.
- Return equipment on time to avoid late charges. Overtime will be charged at the rate of 1.75 times the hourly rate.
- No one under 18 years of age with valid drivers license is permitted to operate any rental craft.
- We have the right to refuse service to any customer.
- Stay 1000 feet from shore, hazard buoys, shallow or dirty looking water, trees or bushes. Stay 500 feet from boats, jet skies, people and any other objects. Never follow directly behind or close to any vessel or boat. Rental equipment has no right of way. You are liable for damages.
- Look left, right, behind you and in front before turning. Do not turn into the path of any other vessels. Do not follow any other vessel or boat too closely. You are liable for damages.
- Do not park equipment except at rental dock or gas dock. You are liable for damages.
- 5 MPH speed limit (no wake) when entering or leaving dock area. You are liable for fines.
- You must wear life jackets while being pulled by boat! All persons are recommended to wear life jackets at all times.
- Do not turn steering all the way and hold throttle wide open, this will cause motor to overheat or someone could get hurt or fly out of the boat.

- When pulling someone with a rope, like a water skier or tube, you must at all times try to keep the rope tight or it will break or pull handle out of skiers hands. You are liable for replacement cost of ropes.
- Never shut motor off when the boat is moving. Slow down slowly, when the boat comes to a complete stop, then shut off the motor.
- Observe all Coast guard, State and Local Boating Rules You are liable for tickets. Renter shall be solely liable for all fines, penalties, and forfeitures imposed for violation of the law while operating equipment under rental agreement. Use common sense.
- L.B.B.J.R. is not responsible for any articles left with them.
- Stay with equipment at all times. If motor fails or equipment is damaged, stay with equipment and wave arms overhead for help. Have help contact rental agent. Do not tow equipment to shore, wait for rental agent to come out and tow you in or have someone have someone tow you into rental dock.
- Report any accident or fire. Do not remove fire extinguisher except in case of fire.
- A **\$100.00 cleaning charge will be made on boats returned unclean.**
- You are responsible for cleaning up your own messes and disposing of your own garbage.
- No pets allowed on patio boat and/or ski boats.
- **No refunds, credit only with the purchase of rental time only of equal or greater value.**

I further agree at my cost to defend L.B.B.J.R. and save them harmless on account of any and all suits or demands brought or asserted by reason of injuries to any person or property whatsoever, caused by the use or operation of said equipment while in my possession or control under the rental agreement, and to pay all judgments, liens or other encumbrances that may be levied against L.B.B.J.R. on account of the use thereof. I have read this rental agreement and agree thereto: I have read the instructions for use and understand them and agree to abide by them. I also understand that I am liable for all personal and property damage.

I hereby acknowledge I have read and fully understand this contract in its entirety and all safety rules, regulations, and boating laws. I will not take possession of any water craft until I and all other drivers have been fully instructed on all safety rules and the safe operations of this or any other rental vessel. I have no questions and understand said instructions.

Renter **X** _____

Time: Out _____	In _____	Vessel No _____	Hours _____	Payment _____	Deposit _____
Additional Drivers: (Name) _____	(Sign) _____	Driver's Lic # _____	Phone # _____		
Additional Drivers: (Name) _____	(Sign) _____	Driver's Lic # _____	Phone # _____		