



Golden Boat Rentals LLC General Terms and Conditions

Golden Boat Rentals LLC offers a full refund if the following extenuating circumstances occur:

- Death in the family (Death Certificate after booking and within 10 days before commencement of reservation (booking slot).
- Natural disaster
- Political unrest
- An issue with the boat that causes your rental to end prematurely is deemed to be the responsibility of the owner.
- A problem arises during rental that causes the Renter to end the rental, and is determined to be due to negligence of the owner.
- All cancellations due to extenuating circumstances will be reviewed by a support crew member
- Safety-related cancellations stemming from the event of lightning, thunderstorms, heavy rain, during the time of the scheduled rental will be rescheduled to available alternative dates at no cost and issue a complimentary \$100 Gift Voucher for future use.
- The following conditions exist on the lake; heavy rain lasting more than 45 minutes; lightning; tornado warnings; high wind advisories or any condition that Golden Boat Rental Boats considers unsafe boating conditions, then the reservation fees can be credited towards future boat rentals plus the complimentary \$100 Gift Voucher. Weather credits or rain checks can only be given in person on the day of the rental and are based on actual weather conditions on the lake at the time of the rental, not future weather forecasts.

Additional Terms and Conditions

1. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the Boat, and will use the Boat in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Owner, and any applicable laws or regulations of the state of Wisconsin. Renter shall be responsible at all times for the safety of any and all passengers in and around the Boat.
2. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the Boat: There is no smoking while in the Boat. There are no drugs permitted in the Boat. There are no pets permitted in the Boat. No Swimming while the engine is

running. ABSOLUTELY NO TYING BOATS TO OTHER BOATS” Tie-ups”. No BBQing or hot substances such as pots/Pans and camping stoves.

3. Life Jacket Requirement. A life jacket must be worn at all times by all people during use of the Boat.

4. Unsafe Use. If at any time the Owner determines that Renter has engaged in an unsafe or hazardous use of the Boat, the Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

5. The Damage Deposit: A damage deposit of \$500 will be collected and held. The deposit will be applied toward the cost to repair any and all damages suffered to the Boat during the time of the rental. If the cost of repair exceeds the damage deposit, Renter agrees he/she is fully responsible for the remainder of the costs incurred to restore the Boat to the condition it was in at the time the rental began. Any Cost of Repair may be billed to the Credit Card of Renter if any damages exceed the damage deposit, Owner will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental).

6. Condition of Boat upon Return. The Renter shall return the Boat to the Owner on or before the termination date and time and at the specified location clean and free of garbage and debris, in the same condition in which the boat was rented, including all parts, and accessories, ordinary wear and tear excepted.

7. Jurisdiction of any and all legal proceedings shall be Waukesha Wisconsin.

8. Terms and conditions may be updated at any time and will be published on the website, it is the responsibility of the renter to review the terms and conditions prior to rental period.

9. All Club Memberships (Commander, Captain, Admiral and Neptune) are referred to renters in all agreements.

10. Late Returns are not acceptable unless arrangements have been made prior or during rental and have been approved. Additional Hours to rental will be charged at \$80- per hour.

Damages and Charges

1. Golden Boat Rentals reserves the right to charge any and all cost of damages incurred during the rental period to renter.

2. The Damage Deposit: A damage deposit of \$500 will be collected and held. The deposit will be applied toward the cost to repair any and all damages suffered to the Boat during the time of the rental. If the cost of repair exceeds the damage deposit, Renter agrees he/she is fully responsible for the remainder of the costs incurred to restore the Boat to the condition it was in at the time the rental began. Any Cost of Repair may be billed to the Credit Card of Renter if any damages exceed the damage deposit, Golden Boat Rentals will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental).

3. Renter of Boat agrees to documents any and all pre-existing damages of rented boat by snapping a detailed and time-stamped picture of the damage at commencement of rental period at check in (Before departure); further the renter agrees to document such a damage in writing upon the PRE-DEPARTURE CHECKLIST and inform the owner or dockhand immediately.

4. It is the renter's responsibility to ensure the boat, Motor and prop do not sustain damage while entering shallow waters.

Club Membership Terms and Conditions

The below Terms and Conditions pertain to all club membership packages of Golden Boat Rentals LLC, namely- Commander, Captain and Admiral and Neptune. These additional terms and conditions are to be viewed in conjunction with the General Terms and Conditions listed above and in no way replace or void the validity of the General Terms and Conditions to all boaters, renters and club members and passengers.

- 1) All Club Members are referred to as Renters in all agreements. All Club members are essentially renters; however not all renters are club members. The Term Club Member(s) therefore refers to any Voucher Package purchased by a renter entitling him to a specific set of Vouchers Issued by Golden Boat Rentals LLC.
- 2) The Term Club Members refers to all membership options, namely the Commander, Captain, Admiral and Neptune unless specifically stated otherwise.
- 3) Mentioning of only one Membership Package, such as NEPTUNE, would indicate the exclusion of all other membership Packages, namely the Commander, Captain and Admiral.
- 4) Each membership package provides a limited amount of vouchers, with the exception of the NEPTUNE Membership option.
- 5) The NEPTUNE membership option provides 3(THREE) vouchers on hand or in the booking calendar at all times. Renters/ club members are entitled to a reissue of a voucher at commencement of any booking or alternatively the next available slot can be scheduled by the Neptune club member via phone or email.
- 6) Only NEPTUNE Club Members are permitted to cancel and reschedule reservations on an unlimited basis, provided the cancellation is done 48 hour prior to commencement of that booking.
- 7) Purchasing any Club Membership Package assumes acceptance of all Terms and Conditions as Issued on Website at transaction.
- 8) Club Membership Options are not Refundable and can not be transferred, further Golden Boat Rentals LLC does not Prorate any unused vouchers.

Terms pertaining to Club Membership Vouchers and Packages

1. Weekend Rentals Slots (Saturday and Sunday) can be traded for Weekday Rental Slots on available hours.
2. Weekday Rental Slots (M,T,W,Th,F) can not be traded for Weekend Slots (S,S)
3. Unused Hours will automatically expire one year after purchase of the Membership package (Commander, Captain, Admiral and Neptune) and not be refunded or transferred or credited.
4. No Guarantees are made regarding availability.
5. Transactions on Club Membership options are final and Memberships cannot be cancelled or transfered.
6. All Members are encouraged to reserve their slots, dates and times with the generated codes right after procurement Membership packages (Commander, Captain, Admiral and Neptune)