

## RENTAL POLICY

The rental party, hereinafter referred to as “Crew” shall consist of one primary Operator, hereinafter referred to as “Operator”, and any additional number of individuals hereinafter referred to as “Passengers”. Each boat rental must have at least one Operator. Other individuals may operate the boat provided that they have been granted permission to do so by the primary Operator and that they possess all of the required qualifications to do so. The Operator shall agree to the following policies and sign the associated Rental Boat Liability Waiver prior to each rental period. Failure to comply with any of the terms or conditions of this agreement will result in the imposition of fees in accordance with Boat Pittsburgh’s Fee Structure.

**Rental Period** - The period defined within the Rental Agreement during which the Crew has been granted authority to use a Boat Pittsburgh pontoon boat for recreational purposes. The start and end times, and the maximum length of rental time defined within the Rental Agreement may not be modified without mutual consent of both parties.

**Authorized Operator** - Only the Operator may drive the Boat. The Operator must be 21 years of age or older, must have a valid driver’s license, and Boating Safety Education Certificate if born after January 1, 1982. The Operator must have both documents on the boat during the rental period.

**Eligibility Requirements** - All Operators must provide a valid U.S. driver’s license from their permanent state of residence. Operators born after January 1, 1982 must also provide a valid Pennsylvania Boating Education Certificate or other state’s certificate approved by the National Association of State Boating Law Administrators (NASBLA). The Operator must have a mobile phone that we can verify through a text message confirmation (US phone numbers only).

**Arrival and Departure** - The Operator and Crew should arrive at least 30 minutes prior to departure to allow for timely loading and safety briefings. The Crew will participate in a safety briefing prior to boarding. Rental periods will be determined in accordance with the online booking procedure and will not be adjusted due to late arrivals. Payments are based upon the reserved rental period regardless of whether the Crew has actually departed from the boat launch. Crews that fail to contact Boat Pittsburgh or that arrive more than one hour after the agreed upon departure time will have their reservation canceled. Canceled rental agreements will be subject to the cancellation procedures outlined in Boat Pittsburgh’s Fee Policy and will result in a loss of the security deposit.

**Return/Disembark** - The Operator must return to the point of departure at the time agreed upon in the Rental Agreement. Failure to return at the agreed time will result in the imposition of late fees as outlined in the Fee Policy. Boats are to be returned clean and in the same condition as they were at the time of departure. Failure to comply will result in additional fees as outlined in Boat Pittsburgh’s Fee Policy.

**Documentation of Preexisting Damage** - The Operator may be held liable for the repair cost for damages to the vessel during the rental period. Before driving the boat, the

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Operator should complete the Preexisting Damage Checklist. The Operator may be liable for any damage they fail to document before driving the boat.

Laws and Compliance – The Operator agrees to be solely liable for any tickets, citations, fines, and/or other violations incurred for failure to comply with applicable Pennsylvania boating laws. It is the sole responsibility of the Operator to pay any fees attributed to them in a timely manner and to comply with all legal obligations that arise from such violations. Boat Pittsburgh, LLC will not be held responsible for tickets, citations, fines, and/or violations due to Operator negligence.

Negligent Operation - The Operator is prohibited from using the boat for any negligent use where the intent is abusive or abnormal for its intended operation. The Crew may not engage in any criminal activity; competitive boating or racing; carrying passengers in unacceptable seating areas of the boat; carrying passengers or anything else in excess of the capacity of the boat; using the boat to push, propel or tow another boat, trailer or any other thing; or illegal or dangerous activities. The Operator must drive and dock the boat with care, keep it clean, and return it on time. The Operator may not beach or ground the boat as a method of parking the boat.

Additional Passengers – The Operator is prohibited from transporting any individuals not included on the Boater Manifest.

Tubing, Skiing and Wake-boarding – The Operator is prohibited from towing any persons for any reasons including water skiing, water tubing, and wake boarding.

Fuel – The Crew may not refill the gas tanks unless given permission by Boat Pittsburgh staff. Fuel use will be assessed and gas tanks refilled following completion of the rental period. The Crew will be subject to the Gas Reimbursement Fee as stated in Boat Pittsburgh's Fee Policy.

No Pets - Pets are not permitted on boats.

No Smoking - Smoking is prohibited on boats.

No Fish Cleaning – The Crew may not keep or clean fish in the boat.

Alcohol and/or Drugs – The Operator may not operate the boat while under the influence of drugs and/or alcohol. Beer kegs are prohibited on boats.

Litter – The Crew may not litter, discard or eject from the boat, any waste, packaging or other substance into any waters or shoreline of the Commonwealth of Pennsylvania.

Cooking Grills and Incendiary Devices – Renters may not use any grills, portable heating devices, incendiary devices, fireworks, torches, candles, or any other device that creates a flame, or any device used for the purpose of cooking or providing heat while onboard any of Boat Pittsburgh's vessels.

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Navigation - Boats may only be used within the Pittsburgh Pool. The Pittsburgh Pool is defined by dams/locks at Emsworth on the Ohio, Braddock on the Monongahela and Sharpsburg on the Allegheny. The Crew prohibited from passing through any navigation locks without obtaining written permission of Boat Pittsburgh, LLC. The Crew may not ground the boat or cause damage to the propeller or pontoons due to navigation through shallow waters. The Crew shall not operate the boat's motor while in the vicinity of recreational swimmers. The Crew is responsible for being aware of tides, currents and winds to ensure safe boating.

Prohibited Areas - The Crew may not enter any of the restricted areas adjacent to the locks and dams, or any of the areas restricted by U.S. Coast Guard signage.

Personal Use Only - Boats may only be rented for personal use. Boats may not be used to carry passengers for hire or property for hire without the permission of Boat Pittsburgh.

Sensory Obstructions - The Operator may not drive while wearing any device that limits their ability to hear, see, and otherwise judge driving conditions. In addition, the Operator may not engage in any activity that distracts his/her attention from the water while under way.

Agreement to Terms - The Crew agrees to sign a physical copy of this Rental Agreement prior to accepting control of the rental boat.

By accepting boat keys from Boat Pittsburgh, LLC, the Operator agrees to comply with all of the rules and regulations detailed herein and confirms having reviewed all safety materials.

Signature: \_\_\_\_\_ DATE: \_\_\_\_\_ Cell#: \_\_\_\_\_

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