

**Terms and Conditions between Jet Dock Systems, Inc or Dealer (“Us” or “We”) and Customer “You”
regarding the Jet Dock floating drive-on docking system (the “Jet Dock” or “Dock”):**

1. **Safe and Proper Operation:** You are responsible for the safe and proper operation of the Jet Dock, and will provide instruction (including a copy of the Instructions) for operation by others. You are solely responsible to determine the feasibility and safety of dry-docking the craft by “driving-on”. You may have to shift your weight back during a pwc drive-on to ascend the tracking cube. In rare instances, a boat’s bow eye may need to be removed. All riders and craft are different as to acceleration, size, weight, etc. Practice is essential. Bottom painted or fouled hulls must be sanded smooth.
2. **Idle Approach/Safety Pause:** You agree to: a) approach the Jet Dock at 2 mph or less; b) never drive-on while a person is standing on the Jet Dock; and c) perform a “Safety Pause” within the first third of the stern of the Jet Dock before attempting to drive-on.
3. **Determination of Safe Drive-on:** If safe and proper drive-on is not feasible due to operator capability, weather conditions, craft operation, etc., You agree not to drive-on. You will exercise caution when launching craft and acknowledge that launching requires physical aptitude and dexterity. You agree to launch the craft only if you possess such abilities, and assume all responsibility therefor, and are responsible to determine such ability in others. You agree to read and follow launch instructions in Owner’s Manual and all related supplements and video.
4. **Damage to Craft:** We cannot supervise the operation of your craft in the waterways, during trailering or while driving on the Jet Dock. We also cannot control inconsistencies and inadequacies of watercraft hull integrity, or the effects that wind or wave action may have on the Jet Dock or craft. Therefore, you agree that we are not responsible for abrasions, damage or chipping to craft due to improper operation, failure to keep the Jet Dock clean of dirt, sand, salt deposits or debris, or for any other reason, nor for any superficial scratches or marks of any kind.
5. **Night Storage Position:** You agree to pull up and secure the craft into the “Night Storage Position” and to regularly confirm that the stern of the craft is above contact with the water. We are not responsible for marine growth or corrosion that may occur to craft by improper storage or failure to inspect the stern for marine exposure. A secondary tension relief line may be necessary to secure craft depending upon site conditions.
6. **Safe Mooring:** You are solely responsible for the safe mooring of the Jet Dock, including the Tide Manager™ System, and agree to frequently secure, maintain, inspect or repair the mooring. For Stand-Alone Mooring Systems, we will provide guidelines for maximum water depth and sea-floor penetration. However, due to different sea-floor compositions, fluctuating water levels, waves, and changing watercraft applications, you remain solely responsible for Stand-Alone moorings.
7. **Sound Mooring Structure:** You are solely responsible to verify the structural integrity of the structure to which the Jet Dock mooring is attached. Your structure will be exposed to substantial forces during drive-on, and must exhibit sufficient structural integrity to withstand these forces. You agree to choose and maintain structures which possess sufficient structural integrity to sustain the combined mass of the Dock, craft on the Dock, craft tied about the perimeter of the Dock, craft driving on the Dock, and/or any combination thereof. Failure to select, inspect and/or maintain the appropriate mooring structure can result in sudden failure of equipment, property damage and/or serious injury or death.
8. **Improper Use:** The Jet Dock and Tide Manager™ are intended for the original specified craft(s) only. Driving-on larger, heavier or otherwise unsuitable craft may cause damage to the Jet Dock, mooring or craft itself. Consult us for modification suggestions. We are not responsible for damage to craft or the Jet Dock or other property or injury or death to you or others by the use of any Jet Dock which has been altered, redesigned, abused or misused by you or others.
9. **Ice:** Ice will not normally harm the Jet Dock when the Jet Dock can rest freely away from obstructions. However; moving ice may damage or tear away the Jet Dock. When in question, store the Jet Dock on land during winter. Ice may also damage or destroy rigid moorings like the Tide Manager. It is recommended that craft and rigid moorings be removed and safely stored on land from any Jet Dock that is intended to be iced in.
10. **Footwear:** The Jet Dock drive-on systems may become hot when exposed to the sun. Footwear must be worn. Avoid skin contact with drive-on systems.
11. **Traverse with Caution:** The Jet Dock is engineered with openings, cradles, ramps, flex points, perimeters and multi-level fluctuation. You agree to use caution and to wear an approved Personal Floatation Device at all times while on the Jet Dock and agree to require the same of others.
12. **Fuel Docks or Platforms Used for Fueling:** You must ground Jet Docks used for fueling or which may come into contact with combustibles.
13. **Regulations / Insurances:** You are responsible to obtain the required permits, variances, registrations and/or approvals for the Jet Dock, if any, and agree to comply with all regulations. We carry insurances which are normal and customary in the industry. You will be responsible for costs associated with excess premiums for any insurances which you require of us which are beyond the standard limits that are currently in effect.
14. **Handling on Land/ Non-buoyant Cubes:** The Jet Dock has its greatest structural integrity while in the water. You are responsible for any damage to the Jet Dock while launching, removing, dragging, bending or stacking of the Jet Dock when out of the water. The tracking cubes, ballast cubes, winch cubes, and keel deflection cubes are pre-drilled and are not intended to provide buoyancy.
15. **Wind, Waves, etc:** We are not responsible for damage to the Jet Dock, mooring or craft due to winds, waves, wakes, high, low or no-water conditions, etc. You should remove and land-store craft and spring-tie the Jet Dock freely, or remove them from the water when such conditions are imminent.
16. **Warranty:** The Jet Dock is sold upon the standard Warranty and subject to the limitations and exclusions specified thereon. You acknowledge receipt of the Warranty, Owners Manual, Product Video, and the Assembly and Installation Instructions. You agree to allow us to use photographs of the installation for literature and publication.
17. **Returns:** Orders canceled or reduced before departing either the Dealer’s or the factory’s facility shall be subject to a 15% order adjustment fee. Once departed from the facility, all “authorized” returns shall be subject to a 25% restocking fee, freight/delivery cost to be borne by you. Contact Dealer for returns procedure. Items which CANNOT be authorized for return: used items, items placed in the water, items which you have had for 30 days or more, “custom” made orders specifically built to accommodate a particular site condition, wish, or specific craft design not listed in the Dock Reference Guide, air-assisted systems, and items which have been damaged by a freight company and said damage was not noted on the freight bill. Coordination with the freight company, off-loading and movement of shipped Docks are your responsibility. Docks shipped to you immediately become the responsibility of and owned by you and cannot be refused or returned without triggering this Returns provision.
18. **Checklist; Site Conditions.** You certify that the information contained in the Customer Site and Craft Specifications Checklist is accurate. You are aware of the dimensions of the Jet Dock system and confirm that the system will fit in the intended mooring location completely unobstructed as to: a) the moored position of the Jet Dock, b) the drive-on of the craft with sufficient ingress, and c) the launch of the craft with sufficient egress. You are responsible for costs, damages and/or cancellation charges associated with inaccurate Checklist information or site incompatibility. You hold us harmless for any damage caused in connection with moving watercraft, docks or any other objects necessary to perform your Contract.
19. **Whole Agreement / Governing Law.** You agree that this written contract constitutes the entire agreement between the parties and that no other verbal representations, conditions or warranties were made by us, nor any conflicting statements in literature, the website, Owner’s Manual etc., are being relied upon by you. This Agreement shall be governed by and construed under the domestic laws of the State of Ohio, non-exclusive of its conflict or choice of law rules that would otherwise be applicable. The state or federal courts in Cleveland, Ohio shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.