

CHAMPLAIN HOUSEBOAT CHARTERS, LLC

AT CHIPMAN POINT MARINA
68 CHIPMAN POINT ROAD
PO BOX 62
ORWELL, VT 05760
(802) 948-2288; (802) 948-2740
OR (802) 558-4574

RENTAL CONTRACT

Renter: _____

Address: _____

City: _____ State: _____ Zip: _____

Number of Persons: _____ Phone #: _____

Charter Dates: _____

Prior Boating Experience: _____

Please read the following terms and conditions of your rental, as your signature on this form confirms acceptance of them.

Reservations: Upon agreement between you and Champlain Charters, the date stated above will be reserved for you when your 50% deposit is received.

Damage Security Deposit and Fees: At the time of your arrival we require a \$500.00 damage deposit which is refundable in full when the boat is returned in proper order, on time, intact, and clean. All or part of this sum may be retained by Champlain Charters if the boat has been damaged in any way, or if any of its equipment is lost or stolen, or if any damage has been caused to third parties or their property. For those wishing to bring along a pet, an additional payment of \$50.00 per pet is required for cleaning which is not refundable. There will be a one-time \$100.00 Cleaning Fee and the fuel usage will be calculated at the end of your charter.

Dinghy: \$100 per rental.

Arrival and Departure Time: Arrival time is 8:00 a.m. on the first day of your rental date. Return time is 6:00 p.m. on the last day of your rental date. Special bookings with an 8:00 a.m. return time requirement are subject to a \$50.00/hour late fee, to be deducted from the Security and Damage Deposit. *(For clarification purposes, a 1-day rental does not include a night)*

Cancellation Policy: If the renter chooses to cancel his/her reservation, the deposit will be refunded in the following manner:

60 days prior to departure 90% deposit refund
31-59 days prior to departure 50% deposit refund

30 days prior to departure0% deposit refund

Boat Preparation: The boat is cleaned and inspected before the start of each cruise so it is unlikely it will suffer a mechanical breakdown. If a breakdown of any kind should occur, you must report it to Champlain Charters immediately so steps can be taken to make repairs and enable the cruise to be resumed.

Accidents and Loss of Equipment: You must report immediately to Champlain Charters any accident of any nature in which the boat is involved. You will not ask for, or arrange for any repairs to be carried out on the boat without prior agreement of Champlain Charters unless the crew or the boat is in imminent danger. You are expected to report any damage to the boat and any equipment damaged, lost or stolen or broken, upon returning the boat.

Technical Assistance: Champlain Charters undertakes to maintain a breakdown service during any hours any day of the week during the season. We will attend to any breakdown or other technical incident as rapidly as possible within the context of available material and personnel. You agree to pay for our services if the breakdown is caused by your negligence.

Insurance: Champlain Charters is not responsible for loss or damage to articles belonging to you or your party, however caused. You will operate the boat in a safe and prudent manner and consistent with Coast Guard navigational rules. You will return the boat in the same condition as originally provided, clean and with the fuel tank full.

Contraband Drug Prohibition: No contraband substances, marijuana-cocaine, etc., or firearms are allowed aboard the vessel. Use or possession of contraband substances shall result in immediate termination of the charter with forfeiture of all moneys paid. Charterer is solely responsible for any costs associated with any boarding or seizure of the vessel, including, but not limited to, lost charter revenues to Champlain Houseboat Charters due to presence of illegal drugs on the boat during or as a result of the charter period.

Refuse and Garbage: Refuse shall not be thrown or allowed to fall overboard and all garbage is to be deposited in appropriate containers. No oil, spirits, inflammable liquids shall be discharged. All laws, rules and regulations with regard to marine sanitary devices shall be strictly complied with. Charterer shall be held responsible for any damage, expenses or fines caused or contributed to during the term of his contract with regard to all laws, rules and regulations set forth. All food products and garbage should be properly disposed of.

Redelivery and Indemnification: If Charterer for any reason refuses to return the boat to Chipman Point Marina on being advised by Champlain Houseboat Charters of severe weather that could endanger Charterer and/or the boat, Champlain Houseboat Charters shall have the right to board the boat at will and return same to Chipman Point Marina.

Charterer's Certification: Charterer must be 21 years of age or older.

Destinations: You and Champlain Charters agree that your destination will be

_____ North, and

_____ South. In the event

you go beyond the agreed destinations, you will be responsible for any repairs or any unforeseen problems with the boat.

Renter Signature

Date

Champlain Charter Representative

Date



CHAMPLAIN HOUSEBOAT CHARTERS, LLC

PO Box 62, 68 Chipman Point Rd.

Orwell, VT 05760-0062

Tel. 802-948-2740 or 802-558-4574

www.champlainhouseboatcharters.com

email: info@champlainhouseboatcharters.com

Charterer Name: _____ Departure Date: _____ Return Date: _____

BAREBOAT CHARTER TERMS & CONDITIONS

Champlain Houseboat Charters shall:

1. Deliver the charter vessel to the agreed charter base staunch, clean and in full commission.
2. Provide full orientation and instructional session prior to charter.
3. Refuse to allow the departure of the vessel if in Champlain Houseboat Charters discretion the charterer is not competent to pilot the boat.

Charterer shall:

1. Inspect the vessel upon delivery. Acceptance of the vessel upon delivery constitutes full performance by Champlain Houseboat Charters.
2. Not hold Champlain Houseboat Charters liable to charterer for any refund of charter fees or costs, including travel expenses, should the charterer cancel the charter.
3. Pay any additional running expenses not included in the charter price.
4. Indemnify and hold Champlain Houseboat Charters, its insurers, affiliates and employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, the abuse of drugs, consumption of alcohol, unauthorized night cruising or cruising in areas designated hazardous by Champlain Houseboat Charters. The Liability Indemnification Agreement must be signed and returned along with these Terms & Conditions. Charterer is responsible for ensuring all members of the party have signed the agreement.
5. Avoid cruising in areas designated hazardous, a violation will result in the forfeiture of the security deposit. Costs, expenses or damages sustained to the vessel shall be limited to the \$1,000 insurance deductible unless caused by the gross or willful negligence of charterer, charterer's guest or charter party in which case charterer is responsible for the entire loss.
6. Deliver the vessel at the time and place specified by Champlain Houseboat Charters free and clear of liens and indebtedness in the same condition the vessel was delivered to the charterer less reasonable wear and tear. Any delay in delivery of the vessel may result in charterer being charged pro rata the charter fee for use of the vessel, plus consequential and incidental losses suffered by Champlain Houseboat Charters caused by the delay.
7. Use the vessel for pleasure only. The vessel shall not transport merchandise or carry passengers for pay without the prior written consent of Champlain Houseboat Charters. Charterers shall not assign this agreement or subcharter without prior written consent of Champlain Houseboat Charters.
8. Comply with all laws and regulations of the US Coast Guard or any other government within the jurisdiction in which the vessel may be at the time.
9. Refrain from night cruising. Mooring and/or docking must be accomplished in daylight.
10. By signing this agreement, certify that he/she is competent to handle and operate this 38-foot River Queen Houseboat herein chartered and that charterer has sufficient practical knowledge of seamanship, piloting and Rules of the Road. Charterer shall not delegate any duties to any person not similarly qualified.

General provisions:

1. Champlain Houseboat Charters cannot be responsible or liable for loss, damage or theft of personal luggage and belongings. Please check with your insurance agent prior to departure to make sure you are adequately covered for any eventualities.
2. Champlain Houseboat Charters cannot be responsible or liable for physical damage caused to equipment from parties other than Champlain Houseboat Charters.

3. All passengers or its affiliates are considered guests of the charterer. Charterer is responsible for the safety and well-being of charterer and all guests.
4. Should either party to this Agreement violate any provisions of this Agreement or in any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other all legal fees and costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration, or appellate proceedings.
5. This Agreement cannot be modified without the written consent of both parties hereto and the failure of either party to insist upon strict compliance with the terms set forth herein shall not be deemed a waiver of any such party's rights hereunder.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the date written below.

CHARTERER:

Signature: _____ Printed Name: _____

Date: _____

This agreement must be signed and returned to Champlain Houseboat Charters in order to start your charter.



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LIABILITY INDEMNIFICATION AGREEMENT

This document must be signed and returned with the Terms & Conditions. Charterer is responsible for ensuring all members of the party have signed prior to departure.

Head Charterer Name (please print): _____

Departure Date: _____

The undersigned hereby agrees to indemnify and hold Champlain Houseboat Charters, its insurers, affiliates and employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks, or other equipment such as scuba equipment, the abuse of drugs, consumption of alcohol, unauthorized night cruising, or motoring in areas designated as hazardous by Champlain Houseboat Charters. This waiver excludes any injury caused by deficient equipment. The charterer remains responsible for the charterer's negligent acts of his or her guests. The charterer understands that all passengers are considered guests of the charterer. Charterer is responsible for the safety and well-being of charterer and all guests. Children under the age of 18 to be signed by parent or legal guardian.

Charterer _____ Date _____

Guest _____ Date _____

Guest _____ Date _____

Guest _____ Date _____

Guest _____ Date _____

Guest _____ Date _____

Guest _____ Date _____

Guest _____ Date _____