

R&R Houseboat Rentals 2023

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(PAYABLE ON THE DATE OF DEPARTURE)

RENTER'S NAME: _____

RENTAL DATES: Pick up date _____ / _____ / _____ Return Date _____ / _____ / _____

BOARDING TIME: Weekly/Midweek: 10am– 2pm Weekend Rental: Friday 4-7pm

Early Boarding is for Mid-week (Monday 4-6pm) or Weekly (Monday or Friday 4-6pm) only \$75 + HST charge

DISEMBARKATION TIME * NO LATER THAN 12 PM ON YOUR RETURN DATE *****

*INSURANCE DEDUCTIBLE (circle one) see 6 in Terms of Agreement

\$2500.00 Or \$1000.00 You can drop the deductible to \$1000 at the cost of:

\$75.00 (3 day weekend rental) \$100.00 (4 day mid-week rental) \$175.00 (7 day rental)

Cost \$ _____ + Tax (13%) \$ _____ = TOTAL: \$ _____

SECURITY DEPOSIT PAID BY: VISA M/C CASH

Name on Card: _____ Amount To Be Processed: \$ _____

Card # _____ Exp. Date _____ / _____ CVV# _____ Postal/Zip: _____

Card Holder's Address: _____ City: _____ State/Prov. _____

Card Holder's Signature: _____ Phone#: _____

Drivers Licence #: _____ Date of Birth: _____ / _____ / _____

The charges above are due on the departure date and are payable by cash or credit card (Security Deposit must clear authorization). Charges for gas and pump-out are payable on your return date.

*Pet Fee – Cost \$ _____ + Tax (13%) \$ _____ = Total \$ _____

Name(s) of Pet(s): _____ Type of Pet(s) _____ Paid By: _____

I am aware that any PET aboard the boat I have rented must be crated when unattended and that I will be held responsible for any damages that occurred from the pet during my rental.

PET POLICY: A fee of \$75.00 + HST per pet is required. Notification of pets is a must. If notification of a pet is not clarified and the boat is found dirty by the pet on final return inspection, a \$75.00 cleaning fee will be taken from your damage deposit. You are responsible for any damages caused by your pet. Repair costs for damages done by your pet will be taken out of your damage deposit. ***NOTE*** All pets must be crated when left in an unattended boat.

Signature required for Pet Policy by all Renters with or without pets: _____

*****NO REFUNDS ON LATE DEPARTURES OR EARLY RETURNS*****

BOATS MUST NOT exceed maximum capacity. ** _____ max people _____ **

ABSOLUTELY NO DRIVING BETWEEN DUSK AND DAWN _____

CUSTOMER NOTE: PER: R&R HOUSEBOAT RENTALS MANAGEMENT

Please read all conditions in the following section, which, by reference are hereby made part of this agreement. Please sign ALL SECTIONS and pay your rental fee before your departure date and time listed above.)

CUSTOMER: _____ DATE: ____/____/____

R&R REPRESENTATIVE: _____ DATE: ____/____/____

R & R Houseboat Rentals: Terms of Rental Agreement

Customer acknowledges and agrees by his/her signature that he/she has read and is aware of the following terms and conditions concerning the use of the equipment and thereby accepts his/her full responsibilities as defined here. This rental agreement together with the orientation and equipment checklist (when completed and executed) contains the entire agreement between the customer and the owner’s representative; it is agreed that their terms are contractual and have not and cannot be altered by any other document or oral agreement.

In consideration of R & R Houseboat Rentals (hereinafter referred to as “R &R”) granting to the Customer the right to use the boat and equipment described generally herein and more particularly as set forth on the orientation and checklist (herein referred to as “Equipment”), R & R and the Customer hereinafter “the parties”, hereby agree to the following:

- R & R agrees to provide Customer with the use of the Equipment for the rental period described above at the rates and charges described on the above agreement subject nevertheless to the terms and conditions herein.
- The parties hereto agree that the Customer and R & R or its representative will examine the equipment prior to departure time and the parties agree to complete and execute the orientation and equipment checklist attached here to, which when executed shall form part of this agreement; the customer agrees to maintain equipment in a proper and safe condition while in his/her custody and in the event any defect should become apparent following acceptance, Customer will immediately obtain R & R instructions. Customer acknowledges that in such an event continued use of the equipment without R & R instructions will be at his/her own risk and liability.
- Customer agrees to return equipment in the same condition it is received, and agrees to immediately pay all costs to R & R to repair any damages to return the equipment to full use, to replace any lost or stolen equipment, such cost to include but not be limited to the loss of rental income for the period during which the equipment is thus out of service. The customer agrees to pay R & R cost to replace or repair any loss or damage of whatsoever kind or nature to the vessel, accessories and equipment therein or thereon, including, R & R’s cost of delivery and pick-up of the vessel to repair shops for estimates and for repairs, providing the said loss or damages is not due to the fault of R & R.
- The customer agrees that at all times, he/she shall operate the equipment in a responsible, reasonable and cautious manner and in accordance with all laws, regulations and safety rules governing the operation of the equipment upon the Trent-Severn Waterway, and the customer further agrees that the boat shall not be operated:
 - On Lake Simcoe or beyond the limits of the Trent-Severn Waterway system.

- To propel or tow another boat unless with written consent of R & R, provided however that this restriction shall not operate to prevent the customer from providing; assistance to another vessel genuinely in distress.
- By a person other than the customer unless such person is of the full age of twenty-five (25) and under the direct control and supervision of the customer.
- By any person under the influence of alcohol, drugs or narcotics, or whose ability to operate the equipment is otherwise impaired;
- For any illegal purpose
- **ABSOLUTELY NO NIGHT DRIVING (YOU MUST BE MOORED HALF AN HOUR BEFORE SUNSET)** Between the hours of sunset to sunrise - (If seen driving within these hours you will forfeit your damage deposit in full to R&R Houseboats immediately).
- In contravention of the guidelines established by the Ontario Houseboat Operators Association
- Please note: Georgian Bay and Lake Ontario are not included in, and are outside the Trent-Severn Waterway system.
- The parties agree that if the customer defaults in the payment of rent herein or is in default of any other term hereof, R & R or its agent may hereby be authorized to retake possession of the vessel without legal process and to accomplish the same to enter into any premises in which it is located.
- The customer acknowledges that in the event of any accident, collision or other mishap involving the equipment, he/she will immediately notify R & R and provide a written report including particulars of all parties involved, any witnesses, as well as file an accident report as required by the Ontario Provincial Police. The customer agrees to and acknowledges that he/she is responsible for ALL damages to the houseboat in the event of any accident, collision or other non-negligent damage where the customer is deemed to be at fault. R & R agrees to provide an optional insurance program which reduces this amount to \$1000.00 at an extra cost to the customer.
- R & R agrees to use its best efforts to ensure that the equipment is ready and available for the customer at the departure time set forth above. In the event that the equipment is not ready or not available at the agreed departure time, and in R & R's opinion it can be made ready or available within 24 hours thereafter, R & R will pay for one night's accommodations at a local motel or equivalent for the client's party. In the event that the boat cannot be made ready or available within 24 hours, advance rental fees paid shall be refunded to the customer forthwith. In the event that at any time following departure the equipment shall fail for any reason other than act or omission of the customer and R & R is unable to rectify the problem within 24 hours of notification, the customer may upon reasonable notice to R & R bring the rental period to an end and R & R shall make a refund of the unused portion of the rental fee for the period. It is expressly agreed by the parties hereto that the extent of R & R liability to the customer upon the happening of any of the events referred to in this section shall be strictly limited to the remedies herein set forth. We do not accept liability for any loss or damage due to failure to provide a boat as agreed.
- The customer agrees that he/she will neither sublet nor loan the equipment to any other person and the customer specifically covenants and agrees to return the equipment to R & R at its place of business in

Bobcaygeon, Ontario at or before the return time set forth above. Should the customer fail to return the equipment by the return time specified herein, he/she shall be liable for a late charge calculated at the rate of \$75.00 for each hour or part thereof that shall pass between the agreed return time and the actual time at which the equipment is returned by the customer R & R.

- In addition the customer shall be liable for:
- any and all consequential damages suffered by R & R as a result of customer's breach of this agreement and furthermore the customer shall be deemed to have converted the equipment to his/her own use.
- The customer acknowledges and agrees that he/she shall not navigate or operate the vessel or permit any person(s) having consumed alcohol in such a quantity that the proportion thereof in such person's blood exceeds eighty (80) millilitres of alcohol in one hundred (100) millilitres of blood or while such person's ability to navigate or operate the vessel is impaired by alcohol or drugs.
- The customer covenants and agrees that he/she is a duly qualified and licensed driver under the law and that such license is not currently under suspension.
- R & R will provide comprehensive instructions on safety procedures, chart use, marine law and the operation and maintenance of the vessel. Such instructions will include the operation of the boat with an instructor on board. The customer acknowledges before departure that such instructions are fully understood.
- **LIABILITY:** customer agrees to indemnify and hold harmless R & R's Houseboat Rentals, its successors and assigns, from and against any and all liabilities, losses, costs, damages and expenses, including attorney's fees, claims, suits and judgements in conjunction with the injury or death of any person or persons, or loss or damage to any property of the customer, arising out of or related to the equipment or conduct of R & R Houseboat Rentals and its employees, regardless of whether such injury, death, loss or damage results in whole or in part from any negligence of, tort liability of any duty owed under contract or statute by R & R Houseboat Rentals, its employees, its agents or otherwise.
- The parties hereto agree that the balance of the full rental fee is payable 30 days prior to departure and failure to do so results in the cancellation of the reservation and forfeiture of the reservation deposit at R & R's discretion. The customer acknowledges that once paid, the deposit and remaining balance are non-refundable.
- The customer acknowledges that any monies paid to R & R as a security deposit at the time of departure will be held by R & R to cover any damages exceeding normal wear. Providing the Houseboat and equipment are returned undamaged and in compliance with the terms of this agreement, the security deposit will be returned to the customer upon departure. If any provision or provisions of this rental agreement are in violation of any law in the province of Ontario, then such provision or provisions shall be deemed to be automatically deleted here from.

Owner's Names: Randy Hinton and Chad Hinton

I, the undersigned, have read, understand and **CLARIFIED** questions I have about this contract and hereby agree to the above terms and conditions.

Customer:

Date: / /