



CHARTER@SUNSHINEHOUSEBOATS.COM
WWW.SUNSHINEHOUSEBOATS.COM
1.877.489.2610

HOUSEBOAT BOOKING DOCUMENTS

Thank you for choosing Sunshine Houseboat Vacations on Lake Kooconusa as your vacation destination. You're almost done, we just need you to complete this document to confirm your reservation and then await your arrival at our marina! We can't wait!!

This is 8 page document must be read, signed and returned within 7 days after receiving your confidential reservation confirmation email. Failure to do so means your reservation is not confirmed and may be cancelled.

Your signature or initials are required on each page to signify you have read each page carefully and agree to the terms outlined. If, at any time, you have a question or concern please reply to your confirmation email or contact our office toll free 1.877.489.2610.

Please begin with entering the following information:

RESERVATION NUMBER: _____

ARRIVAL DATE: _____

HOUSEBOAT: _____

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____



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RESERVATION AGREEMENT

1. PAYMENT OF RESERVATION

- 1.1. The \$750 reservation deposit is applied to the cost of the charter.
- 1.2. The balance of the reservation is due and payable 60 days prior to departure unless otherwise stated.
- 1.3. Your reservation may be subject to cancellation if we do not receive payment in full, 60 days prior to departure.
- 1.4. Full reservation fee and/or all sums paid may be retained should final balance not be paid in full 60 days prior to departure.

2. DAMAGE DEPOSIT

- 2.1. A \$1500.00 damage deposit is required prior to boarding.
- 2.2. Deposit must be placed on a credit card.
- 2.3. The Damage Deposit will be applied to any outstanding charges including lost or damaged items, late returns, excessively unclean boats, or damage resulting from negligent operation or activity on the houseboat. NO CASH, MONEY ORDERS OR PERSONAL CHEQUES WILL BE ACCEPTED.

3. CANCELLATION

- 3.1. All cancellations MUST be made in writing.
- 3.2. No cancellation fee will be charged if you cancel or change your reservation within 10 days of booking, however; there will be a \$50.00 admin fee.
- 3.3. A \$500 charge will be retained if you cancel your reservation 11 days after booking and at least 60 days prior to departure.
- 3.4. Full reservation fee and/or all sums paid will be retained if you cancel your reservation less than 60 days prior to your departure.
- 3.5. All fees are subjected to applicable taxes

4. CHARTER CHANGE

- 4.1. All reservation change requests MUST be made in writing.
- 4.2. No fee will be charged if you change your reservation within 10 days of your original booking date.
- 4.3. A \$50 admin fee is due immediately if you change your reservation 11 days after your original booking date and 60 days prior to departure within the charter year.
- 4.4. A \$250 admin fee is due immediately if you change your reservation 11 days after your original booking date and 60 days prior to departure outside the chartered year.
- 4.5. An admin fee of 50% of your total reservation cost is due immediately if you change your reservation less than 30 days prior to your departure.
- 4.6. Charter Change fees are non-refundable.
- 4.7. All fees are subjected to applicable taxes.

5. CANCELLATION AFTER A CHARTER CHANGE HAS OCCURRED

- 5.1. All cancellations after a charter change request MUST be made in writing.
- 5.2. Full reservation fee and/or all sums paid will be retained if you cancel your reservation after a charter change has occurred.
- 5.3. All fees are subjected to applicable taxes.

6. DEFAULT PAYMENT(S)

- 6.1. A \$45 fee will be charged for each default payment regardless of error.
- 6.2. Example: Returned Cheque, Credit Card Declined, Non-Sufficient Funds, etc.
- 6.3. The fee will be added to next payment due or added to reservation amount due.



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6.4. All fees are subjected to applicable taxes

7. **INSURANCE**

7.1. Any damages resulting from willful damage, negligence or illegal acts are not covered. Propeller and leg damage are not covered.

8. **THE CAPTAIN AND CREW AGREE**

8.1. A Captain is an adult of at least 19 years of age.

8.2. Client agrees to pay for Houseboat according to the published rates set forth by Sunshine Houseboat Vacations schedule. Applicable taxes, and miscellaneous fees are also due by charterer and subject to change without prior notice. Any charges incurred by client are due as per Sunshine Houseboat Vacations final audit.

8.3. To inspect the houseboat, its accessories and equipment prior to departure and to complete the inventory checklist provided.

8.4. To operate the houseboat and its equipment in accordance with the instructions of Sunshine Houseboats staff given prior to departure, and to observe the Rules and Regulations set by Sunshine Houseboats. To use the Houseboat is solely for personal use. Only the "Captain and Crew" shall be permitted to operate the Houseboat.

8.5. To operate the houseboat and its equipment in conformity with all government, municipal and marine laws and regulations, and in a manner which does not infringe upon the rights of lakefront homeowners, businesses or other boaters.

8.6. Not to operate the boat so as to cause harm, injury or damage to any other person or property.

8.7. That any projectile (water balloons, golf balls, etc.) launched from the houseboat is strictly prohibited on Lake Kooconusa. In the event the Captain or Crew or any persons uses projectiles on the houseboat the client agrees to pay the sum of \$200 plus all other cost and damages which may occur as a result of the use of such projectiles. Further, the Captain and crew agree to indemnify and save harmless from any and all actions, suits or charges resulting from use of projectiles.

8.8. To report immediately any damage or malfunction involving the houseboat to Sunshine Houseboats base.

8.9. To return the houseboat at your assigned return time, clean and in the same condition and working order as it was at departure.

8.10. On return to the marina, to pay Sunshine Houseboats for gas, bottled water used during the reservation period unless you have booked an All Inclusive reservation, and for any lost inventory item or for any other loss or damage. Client agrees to pay Sunshine Houseboats for any service calls other than those deemed as a result of mechanical failure at a rate set at Sunshine Houseboats discretion.

9. **BOAT MALFUNCTION**

9.1. In the event of any malfunctions, mechanical or electric failure or breakdown of the houseboat and any of its parts, equipment or accessories, Sunshine Houseboats shall not be responsible to adjust amounts paid for any delays or interruptions that may happen. Sunshine Houseboats shall endeavor to service the houseboat and to complete any required repair or replacement as quickly as possible.

10. **LIABILITY**

10.1. Sunshine Houseboats shall not be liable for any personal injury to, or any loss of or damages to the personal property of the Captain and Crew during the reservation period.

10.2. The Captain and Crew agree to release, hold harmless and indemnify Sunshine Houseboats from any and all damages, claims, actions or costs which arise out of the use of the houseboat, its equipment or accessories, by the Captain and Crew, of any kind whatsoever.

10.3. Vehicles and contents are left at operators or owners' risk.

10.4. Sunshine Houseboats reserves the right to cancel the remaining period of reservation with the resulting



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forfeiture of any fee paid in respect of the reservation period. If in the opinion of a representative of Sunshine Houseboats, acting reasonable, the Captain or person apparently in care and control of the Houseboat has refused to comply with reasonable directions from a representative of Sunshine Houseboats relating to the use or operation of the houseboat, or is in contravention of these Regulations and such contravention is a hazard to navigation, people or property, including the Houseboat, or undue interference with the rights of others.

Sunshine Houseboats does not guarantee the availability or style of any houseboat.

Initial Here _____

PAYMENT VERIFICATION

Don't forget to keep a copy for your records.

Payment Amount: \$_____

Payment Option: Visa MasterCard Interac e-Transfer

Credit Card #: _____

Expiry: __ / __

CCV: ___

Signature: _____

ACKNOWLEDGEMENT

I acknowledge that both the engine and the generator located on the Houseboat emits carbon monoxide gas as part of their exhaust and that it is necessary to take precautions to ensure that occupants of the Houseboat are not in close proximity to the exhaust from the engine or generator for any extended period of time. While the engine or the generator is running, I will ensure that there is adequate ventilation for any areas where the exhaust might accumulate. I will further advise all occupants and guests of the Houseboat.

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BORDER CROSSING

LAKE KOOCANUSA IS NOT A LEGAL POINT OF ENTRY INTO EITHER COUNTRY (CANADA OR USA)

It is illegal to cruise into the USA. It is illegal to land, moor, anchor, or meet another boat on the USA side of the border on Lake Kooconusa. Please note that the USA Border Patrol, Sheriff's Department and/or The Department of Fish and Wildlife and/or The Department of Forestry have the legal right to fine \$10,000 U.S. for illegal entry.

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CAPTAIN(S) OPERATING POLICY

Being the designated operator(s) of a SUNSHINE HOUSEBOAT VACATIONS houseboat is a lot of fun, but it also gives you full responsibility for the houseboat and all passengers. You are responsible for making sure that all rules and regulations, as well as all reasonable and safe boating guidelines are upheld at all times by all passengers aboard. We ask that you acknowledge that specific attention and instructions were given on the following points:

1. The maximum occupancy of the houseboat is 22 persons.
2. Houseboats must never be driven after dark! All houseboats must be beached by dusk.
3. Any houseboats wishing to dock at Sunshine Houseboats marina overnight must be in prior to 7:00 p.m., any boats arriving after this time will be turned away and will need to find a beaching location nearby.
4. Your return time is between 9-11 a.m. You must contact our dock via VHF radio for check out procedures no later than that time. Late fees are assessed at the rate of \$100.00 per each hour interval you are late after the assigned return time. If you fail to return by 11:00 a.m. this may result in the loss of your damage deposit.
5. The Captains are the only members of the crew authorized and allowed to operate the houseboat; anyone else must be under the direct supervision of one of the Captains.
6. The Captains are the "designated drivers", and as such should not operate the houseboat while consuming alcohol.
7. Instructions will be given on "off limit" beaching, navigational, and docking locations and the Captains agree to abide by these instructions.
8. The rafting of houseboats to one another or to any other vessel is strictly prohibited. The houseboats are not to be tied together (side by side) while beached.
9. Firearms are not allowed on the houseboats at any time.
10. Fireworks and water balloons are a safety hazard and must be "fired" at least 100 feet from houseboat.
11. For safety reasons, use of the water slide is prohibited while the houseboat engine is operating.
12. The use of VHF radios is restricted to emergency purposes only, and under no circumstances should obscene language be used over the air.
13. All charterers are required to return the houseboat in a reasonable clean condition. Returning the houseboat in a condition other than described below will result in additional charges.
 - a. The houseboat must be returned in a clean and tidy condition.
 - b. All dishes, silverware, utensils, pots and pans must be accounted for, washed, dried and put back in their proper place.
 - c. All food items must be removed from the cabinets and the refrigerator. Either take these items home with you or place them in the trashcan.
 - d. All trash should be bagged and placed on front or rear deck.
 - e. Cushions, mattresses, etc. on the boats may contain urethane foam, which is flammable and they should not be exposed to any open flame or high heat source.

As the operator(s), I/we understand that any violation of any rule may result in the forfeiture of my/our security deposit, the termination of my/our charter with no refund of fees, or both.

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RULES & REGULATIONS

Lake Kooacanusa is a precious natural resource being enjoyed by a variety of different groups, house boaters, water skiers, cabin owners, fishermen, etc. The following Rules and Regulations have been set out to ensure the mutual respect of each group's rights and to enhance your stay on the Kooacanusa.

1. The houseboat is to be used at all times in compliance with the rules of navigation. Any damage occurring as a result of failure to do so will be charged to the Charterer.
2. Docks and bridges shall always be approached at dead slow speeds.
3. There shall be no barbequing while the Houseboat is underway.
4. Top deck security railings are provided for customer safety. Standing or sitting on the front roof area outside railings is not permitted.
5. The Client, members of his/her party and guests shall observe noise by-laws in effect on the Kooacanusa. Persons making noise after 11:00 p.m. are subject to fines of up to \$1,000.00 under such bylaws. The playing of loud music on the outside houseboat speakers is not permitted after 11:00 p.m.
6. The Client shall advise Sunshine immediately of any structural or mechanical defect that affects the safe operation of the houseboat. The Client shall also report immediately to Sunshine any accident involving the Houseboat and comply fully with all requirements of Sunshine in connection therewith, including forwarding immediately to Sunshine Houseboats in all matters connected with the investigation and defense of any claim.
7. All service calls resulting from damage caused by the Client will be charged to the client at the rate of \$100.00 per hour.
8. Upon return of the Houseboat to Sunshine, lost inventory items and propeller damage shall be charged to the client and deducted from the damage deposit in accordance with the Sunshine schedule of inventory valuation and damage assessment.
9. A minimum fee of \$100.00 will be charged to the client and deducted from the damage deposit if any houseboat is returned in an excessively unclean condition.
10. All interior furniture on the houseboats must remain inside the houseboat at all times. Any confirmed reports of violations will be assessed the full replacement value.
11. Beaching and overnight moorage in front of private cabins on the lake is not permitted. There is over 200 km of accessible shoreline for your enjoyment on Lake Kooacanusa.
12. Do not attempt to beach your houseboat in strong winds or storms.
13. It is illegal to dispose of refuse on the beach or in the lake. Proper receptacles are provided on the boats to dispose of waste at the Marina.
14. It is not permitted to tie the houseboat to any other houseboat. (Rafting)
15. Use of any projectile (water balloons, golf balls, etc.) launched from the houseboat is strictly prohibited on Kooacanusa Lake. Anyone reported will be subject to a \$200.00 charge and damages.

SUNSHINE HOUSEBOAT VACATIONS LTD. RESERVES THE RIGHT TO CANCEL RESERVATION PRIVILEGES AND/OR RETAIN THE DAMAGE DEPOSIT OF ANY CLIENT VIOLATING THE ABOVE RULES AND REGULATIONS!

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RELEASE & INDEMNITY

WARNING: THIS DOCUMENT SERIOUSLY AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY

Re: Houseboat Rental

To: Sunshine Houseboat Vacations Ltd. (Sunshine) and its directors, officers, employees, representatives, officials and agents (all of which are collectively called the "Agents").

I have read and understand the rental agreement, its terms and conditions together with the guidelines, rules and regulations issued for the houseboat rental and I agree to be bound by all of them (the "Rules") and I agree to enforce the Rules against those persons I permit to use the houseboat from time to time (the "Passengers"). In consideration of your acceptance of my rental payment for this houseboat rental, I agree to RELEASE, SAVE HARMLESS AND INDEMNIFY Sunshine and/or its agents from and against all claims, actions, costs and expenses and demands in respect to death, injury, loss or damage to my person or the persons of my Passengers or property, where-so-ever and howsoever caused arising out of, or in connection with, the houseboat rental. Even if the previously listed claims etc. may have been contributed to or occasioned by any act or failure to act (including, without limitation, negligence) of Sunshine and/or any one or more of its Agents. I further acknowledge and agree as set out below.

1. The rules are solely for the purpose of regulating the houseboat rental and it remains the sole responsibility of me to be the captain of the houseboat and, accordingly, govern myself and the passengers in such a manner to be responsible for my own safety and the safety of my Passengers.
2. I am aware of the risks inherent in this houseboat rental, in particular and without limitation, the following risks:
 - 2.1. The lake on which the houseboat is operated contains or presents natural risks and hazards such as shallows, submerged objects, adverse wave and weather conditions;
 - 2.2. The Passengers may disobey my directions;
 - 2.3. The consumption of alcohol or drugs will impair my ability and my Passenger's to operate the houseboat or respond to directions; and,
 - 2.4. A collision with another marine vessel could occur.

Initial Here _____

Today's Date: _____ **Signature:** _____