



CHARTER@SUNSHINEHOUSEBOATS.COM
WWW.SUNSHINEHOUSEBOATS.COM
1.877.489.2610

WATERCRAFT BOOKING DOCUMENTS

Thank you for choosing Sunshine Houseboat Vacations on Lake Kooacanusa 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 7page 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:

CONFIRMATION NUMBER: _____

ARRIVAL DATE: _____

WATERCRAFT: _____

NAME: _____

ADDRESS: _____

CITY: _____ P/C or ZIP: _____

PHONE (1) : _____ PHONE (2): _____

EMAIL: _____



RESERVATION AGREEMENT

1. PAYMENT OF RESERVATION

- 1.1. The 50% reservation deposit if your rental is more than 60 days prior to rental.
- 1.2. Full 100% reservation deposit is due if less than 30 days prior to boarding.
- 1.3. The balance of the reservation is due and payable prior to departure unless otherwise stated.

2. DAMAGE DEPOSIT

- 2.1. A \$1500.00 damage deposit is required prior to rental.
- 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 watercraft. 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 if outside 60 days prior to rental
- 3.3. 50% of deposit will be retained if you cancel inside 60 days prior and more than 14 days to rental
- 3.4. Full reservation fee and/or all sums paid will be retained if you cancel your reservation less than 14 days prior to your departure.
- 3.5. All fees are subjected to applicable taxes
- 3.6. We do not accept cancellations due to weather. We will offer you to move your reservation to another day within the year, should you decline then 100% of funds paid will be retained.

4. INSURANCE

- 4.1. Any damages resulting from willful damage, negligence or illegal acts are not covered. Propeller and leg damage are not covered.
- 4.2. Cancellations due to health, weather or natural disasters are not included with your insurance.

5. BOAT MALFUNCTION

- 5.1. In the event of any malfunctions, mechanical or electric failure or breakdown of the watercraft 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 boat and to complete any required repair or replacement as quickly as possible.
- 5.2. In the event of a Service Call for malfunctions, mechanical or otherwise that are a direct cause of the client and/or guests, there is a \$100 per hour plus fuel fee.



6. LIABILITY

- 6.1. 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.
- 6.2. The Captain and Crew agree to release, hold harmless and indemnify Sunshine Houseboats from 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.
- 6.3. Vehicles and contents are left at operators or owners' risk.
- 6.4. Sunshine Houseboats reserves the right to cancel the remaining period of reservation with the resulting 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 watercraft has refused to comply with reasonable directions from a representative of Sunshine Houseboats relating to the use or operation of the watercraft, or is in contravention of these Regulations and such contravention is a hazard to navigation, people or property, including the watercraft, or undue interference with the rights of others.
- 6.5. In the event of natural causes beyond SHVL control; i.e. wildfire, flood, low lake water levels or other instances where extenuating circumstances have presented themselves, Sunshine Houseboat Vacations reserves the right to cancel a reservation.
- 6.6. In the event of a natural cause cancellation, Sunshine Houseboat Vacations will defer all rentals to the next available date. In some cases, this may mean deferring to the next year/season.
- 6.7. Sunshine Houseboat Vacations' first and foremost priority is your safety. Whatever the reason for the cancellation, we will be there to assist you.
- 6.8. The Captain and Crew agree to release, hold harmless and indemnify Sunshine Houseboats from all damages, claims, actions or costs which arise out of a cancelation due to natural causes of any kind whatsoever.

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7. CAPTAIN & CREW AGREE

- 7.1. The captain of the watercraft is an adult of 19 years of age.
- 7.2. Reservation published rates are the responsibility of the person who reserved. Applicable taxes, insurance, and miscellaneous fees are also due and subject to change without prior notice. Any charges incurred are due as per final audit by Sunshine Houseboat Vacations Ltd.
- 7.3. Inspection of the watercraft, it's accessories and equipment must take place prior to departure and to complete the checklist provided.
- 7.4. Must operate the watercraft 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 Water Craft solely for personal use.
- 7.5. Not to operate the Water Craft so as to cause harm, injury or damage to any other person or property.
- 7.6. To report immediately any damage or malfunction involving the Water Craft to Sunshine Houseboats base.
- 7.7. To return the Water Craft at your assigned return time, clean and in the same condition and working order as it was at departure.
- 7.8. On return to the marina, to pay Sunshine Houseboats for gas, bottled water used during the charter period, and for any lost inventory item or for any other loss or damage.
- 7.9. Charterer 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.

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PAYMENT VERIFICATION

This section is to verify your initial payment.

Payment Amount: \$ _____

Payment Option: Visa MasterCard Interac e-Transfer

Credit Card #: \$ _____

Expiry: \$ _____

CCV: \$ _____

Signature: _____

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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TERMS & CONDITIONS

1. Renter acknowledges that the vehicle is the property of Sunshine Houseboat Vacations Ltd. rentals and was received by Renter in good mechanical condition. Renter will return vehicle to Sunshine Houseboat Vacations Ltd. rentals together with life preservers, fire extinguisher, and all tools and accessories as when received.
2. The operation or use of the vehicle is prohibited and Renter agrees that the vehicle shall not be used or operated:
 - 2.1. In violation of any provisions of the law
 - 2.2. The purpose of propelling or towing any other vehicle
 - 2.3. To any person except renter and authorized drivers shown on rental form
 - 2.4. By any person whose ability to drive is impaired by alcohol or drugs
 - 2.5. By any person who should suspect that further use of the vehicle would cause harm
3. Renter shall be fully liable for all, damages to the vehicle. If the vehicle is unavailable for rental due to damage or loss which is partially the responsibility of the Renter, the damage or loss include cost of repairs and liquidated damages payable to Sunshine Houseboat Vacations Ltd rentals in an amount equal to the regular daily rental rate for the vehicle for each day that the vehicle is unavailable for rental.
4. Renter authorizes Sunshine Houseboat Vacations Ltd. to process on credit card voucher, for the credit card shown on this contract for the charges payable to Sunshine Houseboat Vacations Ltd. under this agreement.
5. Renter agrees that all rentals shall not be undertaken by Renter, at the sole risk of the Renter, and that Sunshine Houseboat Vacations Ltd. rentals shall not be liable to Renter, either in contract or tort, and that any damages, claims, actions or causes of actions, whatsoever, arising out of the use of rentals is solely the responsibility of Renter. The Renter hereby expressly release and discharge Sunshine Houseboat Vacations Ltd. rentals from all such actions, claims, demands, injuries, damages or causes of actions arising in contract, or in tort, or in consequence of any act of negligence on the part of said Sunshine Houseboat Vacations Ltd. rentals, its agents, servants or employees.

I am of legal age and I have read and understand this waiver of liability and release of claim before signing it. I am aware that by signing this waiver of liability and release of claims and agreement to rent. I am waiving certain legal rights including all rights to sue which may now have or acquire in the Future or which I or my heirs, next of kin, executors, administrator and assignees may against the Releasers.

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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.
16. 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.

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RELEASE & INDEMNITY

The operators of Sunshine Houseboats, its directors, officers, servants, agents, employees and volunteers (hereafter referred to as "the Releasers").

No watercraft shall operate in less than 4 feet of water (Do not drive to shore). All capsized watercraft shall be returned clockwise from the back. Nobody under 19 years old shall operate the watercraft. There must be a spotter at all times if towing someone or something.

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I understand that the operation and use of motorized water vehicles and participation in water sports, including water skiing and knee boarding, have certain usual dangers and risks inherent in the operation of such machines or participation in water sports, I acknowledge certain specific dangers and risks including the following:

1. The risks of drowning or personal injury from collision with or collision caused by boats or water vehicles and other man made or natural objects above, in, on or under the water.
2. The risk of death or personal injury from malfunction, break down or mechanical failure of the vehicles being operated or from falling from or being thrown from or in any way being separated from the machine being operated or device used in the water sport.
3. The risk of death or personal injury from any physical or medical problem whatsoever caused due to participating in the use or being in the area where devices such as these are being operated or water sports are being carried on.

I agree that my participation in use of these water machines and/or participation in water sports is voluntary and is being done with full knowledge of all the risks involved and I do not rely on any oral or written statements made by the Releasers or anyone else associated with the operation of the business whether in brochures, advertisements or otherwise or in individual conversations that led me to become involved in the use of these machines or any other basis other than my understanding and assumption of the risks involved. In consideration of the Releasers accepting my application to participate in water sports and/or use these water machines and upon payment of the rental fee, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may have against the Releasers
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, property damage, loss of employment, economic loss and future loss of income that I may suffer or that my next of kin may suffer as a result of my participation in water sports due to any cause whatsoever INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my use of the water machines or participation in water sports;
4. That this Release of Liability shall be EFFECTIVE AND BINDING UPON my heirs, next of kin, executors, administrators and assigns in the event of my death or personal injury.

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!

Today's Date: _____

Signature: _____