

Rental Agreement/Cancellation Policy

TERMS AND CONDITIONS

A completed "Rental Agreement" is required within three days from booking to hold your reservation. Review and acceptance of the Rental of Two Chix & A Dirty Oar, LLC Terms Conditions which, is made part of this rental agreement is required before a confirmation will be issued.

RATES AND RESERVATIONS

Rates are quoted on a per hour or per day basis as noted on website. Unless specified, check-in time is 15 minutes prior to reservation. There is a two-hour minimum time for reservations. All properties represented by the rental of Two Chix & A Dirty Oar, LLC comes fully equipped with life vests, oars, and a waterproof storage case.

PAYMENTS

Two Chix & A Dirty Oar, LLC requires a credit card on file to protect against any damages to and/or loss of items from the vessel and to assure payment of items charged to the Renters' Account. Final payment, consisting of the balance and sales tax must be received in advance. Failure to make final payment on a timely basis will make reservation subject to automatic cancellation.

CONDITION OF RENTAL

The vessel shall be in the same condition upon departure as at check-in. Normal wear and tear accepted. Renter must immediately notify Two Chix & A Dirty Oar, LLC of damage to vessel. Renter shall be liable for all acts of the family, invitees, or other persons invited to use property. Renter may not sublet or assign this Rental Agreement. Renter shall be responsible to return all property to Two Chix & A Dirty Oar, LLC Owner/Manager upon departure. Renter understands that there are certain inherent risks to person and property located on river, including the possibility of drowning, or being struck by wildlife. Renter acknowledges that Two Chix & A Dirty Oar, LLC will not rent the vessel unless the Renter accepted this condition.

NO PET POLICY

If a pet is seen on the vessel by one of our staff during your reservation time, you will be asked to forfeit the vessel and any additional property immediately and no refund will be given. If residue of a pet is found during our inspection following check-out you will be banned from renting from us again.

LIMITATION OF LIABILITY

Under no circumstances shall Two Chix & A Dirty Oar, LLC be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, howsoever caused or incurred whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted and including, without restricting the generality of the foregoing as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the provision of services or land accommodations by Two Chix & A Dirty Oar, LLC or by reason of military actions, revolution or acts of God, government agencies, or unforeseen circumstances. Two Chix & A Dirty Oar, LLC will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. Some activities in which renter engage are especially dangerous and include fishing, boating, and swimming. Therefore, each renter agrees that he/she is voluntarily participating in any and all activities, risks, and use of the accommodations, and hereby assumes all risk of injury, illness, damage or loss to person and property that might result, including, without limitation, any loss or theft of personal property. By booking this vessel, renter acknowledges that in all events and circumstances, Two Chix & A Dirty Oar, LLC, and employees shall not be liable. Two Chix & A Dirty Oar, LLC Owner/Manager reserves the right to cancel or rescind any Rental Agreement if it is found that the renters are conducting unlawful activities, have made any misrepresentations about the nature or size of the group or use of the group or the use of the vessel.

CHANGES TO A BOOKING

CANCELLATION AND REFUNDS

In the unfortunate event a booking is cancelled by the renter five days before the start of the rental of vessel, renter will receive a 100% refund. For bookings cancelled up to two days before the start of the rental of vessel, renter will receive a 50% refund.

CATASTROPHIC EVENTS & EMERGENCY EVACUATIONS

If a catastrophe (hurricane, tornado, earthquake, flood, fire, or wildfire etc.) or any situation simply beyond our control, there will be a NO REFUND ISSUED FOR EMERGENCY EVACUATIONS. There will be no refund given to a renter as a result of unfortunate circumstances outside of Two Chix & A Dirty Oar, LLC control. For example, Two Chix & A Dirty Oar, LLC shall not be liable for unfavorable weather or acts of God.

ADDITIONAL POLICIES

Two Chix & A Dirty Oar, LLC shall make repairs as expeditiously as possible after being notified by renter. Two Chix & A Dirty Oar, LLC and contracted repair professionals shall have the right to inspect the vessels during reasonable hours to examine and make such repair(s)/replacements as may be deemed necessary for the safety or comfort of renter. There will be no refund issued to renter as a result of the repairs or time required to complete them. Should renter breach any of the terms of this Agreement, renter shall be liable for all costs, damages and expenses incurred including reasonable attorney's fees. In the event that any actions or proceedings are initiated by either party with respect to this Rental Agreement, the parties agree that venue thereof shall be in the county within which the above-described vessel is located within the State of Florida. Upon request of the renter, any personal items left behind will be returned C.O.D. at renters' expense.

SIGNATURES

Signature of Renter

Date

Printed Name of Renter

Signature of Parent or Guardian
(If Renter is under 18)

Date

Printed Name of Parent or Guardian
(If Renter is under 18)

Signature of Leaser

Date

Printed Name of Leaser