Boat(s) Rental Rules

1. Do not drink and drive
2. Do not drive impaired
3. No more than 8 people or 1,100 pounds on board the boat (If the renter takes aboard more people, then allows the renter to forfeit all rights to the security deposit plus any additional fines for any potential damage done to the vessel.)
4. Must be 18 or older to rent boat(s).
5. You must wear a life jacket while in the water, on a tube, wake board, etc.
6. Boat MUST be off when people or dogs are in the water. (While tubing boat must stay off until riders are at least 10 feet from propellors.
7. When the boat is in motion, all passengers must be sitting in their seats, not on the sides or the top of the back bench.
8. The Rental Company shall provide the boat in good working condition, with all necessary safety equipment, including life vests for humans.
9. The Rental Company shall be responsible for maintaining the boat's mechanical and electrical systems.
10. A security deposit is required to cover potential damages, injuries or excessive cleaning. In the event that the cost of damages, injuries or cleaning exceeds the security deposit amount, the client agrees to pay the remaining balance. An itemized invoice for all repairs/replacements will be provided.
11. An entrance fee to Lake Pueblo State Park is required of $10 (Prices may increase without prior written notice). If no attendant is present, you must pay at the kiosk with a credit or debit card. (Not applicable for those who have a state park pass).
12. No person under the age of 18 may operate a boat at any time.
13. Must have a good understanding of boat operations.
14. The renter shall inspect the Boat prior to use.
15. Any damage or problems known by Early Bird Boat Rental Ltd will be located on our website at earlybirdboatrentals.com. (Scroll down to the bottom of the page until you see the document titled ’98’ Cobalt Damage Report’).
16. The renter assumes the lease without emailing us at [Earlybirdboatrentalsltd@gmail.com](mailto:Earlybirdboatrentalsltd@gmail.com) or texting us at 719-420-1222 prior to use of the boat regarding any new damage or problems.
17. The Renter shall be responsible for any damage or loss caused to the boat during the rental period.
18. No Fireworks
19. No gas cans
20. No Illegal drugs
21. No Shooting of guns
22. No Grilling
23. No Climbing on the racks or the sides of boat, only up and down the latter.
24. Equipment Failure

* If an equipment failure occurs and it is not the fault of the renter during the terms of this agreement, the owner can, at their discretion, offer a partial or total refund or a replacement reservation, if bookings allow it.
* If Early Bird Boat Rentals Ltd finds equipment failure prior to the start of the term, the owner reserves the right to cancel the reservation and refund the renter the full amount paid.
* If an equipment failure occurs due to the misuse or negligence of the renter, the owner may not offer a replacement reservation or refund, and the Renter will be responsible for damages

1. The renter shall return the vessel in a clean and undamaged condition.
2. Must have a valid Driver's License for any person who may operate the vessel.
3. The Renter shall pay the Rental Fee in full to reserve the boat(s).
4. A credit card or debit card may be pre-authorized or captured for any purposes caused by damage. See ‘Payment Processing’ at the bottom of our website for more information.
5. No refunds for inclement weather. (Company may authorize a rescheduling day at their discretion. If approved, the rescheduling offer will expire at the end of the next season.)
6. If the Renter cancels more than 5 days prior to the Rental Date, the Rental Fee shall be refunded in full.
7. If the Renter cancels within 2 days of the Rental Date, the Rental Fee shall be non-refundable.
8. If the renter cancels in less than 5 days but more than 2 days, the renter will be refunded 70% of the total rental fees.
9. If the renter cancels more than 7 days of any holiday weekend (Memorial Day, Fourth of July, etc.) the rental fee shall be refunded in full.
10. If the renter cancels in less than 7 days but more than 3 days of any holiday weekend (Memorial Day, Fourth of July, etc.) the renter will be refunded 50% of the total rental fees.
11. If the renter cancels within 3 days of any holiday weekend (Memorial Day, Fourth of July, etc.) the Rental fee shall be non-refundable.
12. Must arrive at the South Marina 30 minutes prior to scheduled launch time to sign RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR BOAT(S) RENTAL AND ACTIVITIES AGREEMENT, fit life vests, and complete a safety briefing.
13. Always comply with Park staff and officers.
14. The Renter shall operate the boat in a safe and responsible manner, adhering to all applicable boating laws and regulations for Pueblo, Colorado.
15. Life vests are included, animal vests may not be provided, ask if the specific size needed is available.
16. All animals must always have life vests on, all children aged 12 and under must always wear life vests.
17. The boat is only for recreational use.
18. Boat(s) are permitted to tow a tube, set of skis, wake board, or knee boards only.
19. No overnight rentals, vessels may be rented for multiple days, however, only for the set hours throughout the day
20. Beware of wake zones, hazards, other boats, people, boat depth, etc.
21. Must know and understand local and state laws at Lake Pueblo State Park.
22. Do not leave the boat unattended.
23. Early Bird Boat Rental Ltd supplies clients with one tank of gas, included in your price. If you go over that, you will need to go to North, or South Marina to refuel the amount you’ll need to finish your adventure.
24. Safety equipment is for emergencies only.
25. There must be at least three people for water sports. One to drive, one to do the activity, and one to hold the orange flag up high when the person falls into the water.

Signature: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_

Printed Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Renter's indemnification obligations shall survive the termination of this Agreement.