

**LAKE BILLY CHINOOK HOUSEBOATS
HOUSEBOAT CONFIRMATION & RENTAL AGREEMENT**

Make checks payable to: Lake Billy Chinook Houseboats

Phone: 541-815-1644 • P.O. Box 1318 Terrebonne, Oregon 97760

Visit www.lakebillychinook.com

Please present this confirmation & rental agreement to our houseboat representative upon your arrival at Lake Billy Chinook Houseboats

BOAT NAME / # _____ SIZE _____ DATE _____

NUMBER OF PERMITTED PASSENGERS IN PARTY # _____

PICK-UP DATE: _____ TIME: _____ A.M. P.M.
 RETURN DATE: _____ TIME: _____ A.M. P.M.

**WARNING: FOR SAFETY REASONS
WE STRONGLY ENCOURAGE GUESTS
NOT TO USE ROOFS, EXCEPT FOR
SLIDE ACCESS IF APPLICABLE.**

Confirmation:

It is a pleasure to confirm your reservation. Only the dates, times and conditions contained herein can be honored. Please check your confirmation carefully to ensure our records are in accordance with your plans.

Rental Deposit: One-half of your rental fee is required to reserve your houseboat. The balance is due 45 days prior to your trip.

Cancellations: Please be sure of your vacation dates prior to reserving your houseboat and sending in your first payment. We have a short season so our cancellation policy is as follows. Cancel anytime less than 120 days prior to your reservation and forfeit all fees paid. Cancel any time before 120 days prior to your reservation and you must provide us with written notice and will forfeit a \$750.00 service fee.

Damage / Security Deposit: A security deposit of \$400 is required on all houseboat rentals. This deposit will be applied to any outstanding charges including gas, propane, lost or damaged items, late returns, excessively unclean boats or damage to propellor or houseboat resulting from negligent operation or activity on the houseboat.

Security deposit must be paid at time of boarding and placed on responsible party's credit card. When inspection has been made to our satisfaction, your deposit will be credited back to you, which can take 5 to 7 business days. Credit Card only for Deposit.

Returning Houseboats: Houseboats typically have a short turnaround time and go right back out with another group. Houseboats are to be returned broom clean and with dishes done and trash taken off boat. Houseboats returned late will be subject to a \$150.00 per hour late fee.

DEQ, Fuel & Propane Charges: When boarding your boat, the gas tank will be full. Upon return, you will be charged for fuel consumed & a flat rate for propane used during your trip. \$35 environmental fee.

Late Arrivals: Late Arrivals: Houseboats that have not left the dock by 6 pm during the months of May & September or 7 pm during the months of June – July – August must stay at the dock until the following morning. Houseboats are not permitted to be traveling around the lake after these hours or after dark.

Weather: During inclement weather conditions LBCH staff reserves the right to control movement of boats for safety reasons.

Rental Refunds: Rental refunds will not be given for breakdown or equipment failure beyond our control, which includes any of these conveniences items: generator, air conditioner, outdrive motor, boat swaps, prop and any other equipment.

Information: Adding extra persons after shakedown, adding stereo equipment, launching from houseboat any projectile (water balloons, golf balls, etc.), keeping gas cans on deck (either full or empty), having water-oriented vehicles aboard (jet skis, wave runners, etc.) or other abuse or destruction of houseboat will be cause for boat and deposit forfeiture including and unused rent or deposit.

Rental Agreement:

I understand and agree that Lake Billy Chinook Houseboats, Inc., shall not be liable for any injuries or damage resulting from operation of the above equipment and I, the undersigned, do hereby accept all responsibility for any loss or damage to any of the equipment during the time of this rental agreement, which shall cease upon the return undamaged of all equipment entrusted to my care and agree to pay a reasonable sum for any loss or damage to said equipment. Equipment shall include boat, motor, and all items listed on the inventory sheet. I understand and agree that I will be charged \$150.00 per hour or any part thereof after check in time. **No refunds for late check out or early check in. PLEASE BE ON TIME.**

I understand and agree that a security and damage deposit is required on each houseboat for the damage or loss of any equipment or inventory or any outstanding charges including gas and propane. If the equipment and inventory is returned without damage, the deposit shall be returned to me less any outstanding charges. If the equipment or inventory is damaged, the costs of repair or replacement shall be satisfied first by the deposit and any excess of said deposit shall be returned to me less any outstanding charges. However, any damages, outstanding charges or loss beyond the deposit shall be paid by me, the undersigned responsible person.

I understand and agree that there will not be over the above stated number of permitted passengers on board at any one time regardless of age. An increase of passengers beyond the above-stated number will be cause for boat and deposit forfeiture, including any unused rent.

I understand and agree that adding stereo equipment, launching from the houseboat any projectile (golf balls, etc.), keeping gas cans on deck (either full or empty), having water-oriented vehicles aboard (jet skis, wave runner, etc.), or other abuse or destruction of houseboat will be cause for boat and deposit forfeiture including any unused rent. I understand that no refunds will be given for equipment failure beyond our control, which includes any of these items: generators, air conditioner, outdrive motor, boat swaps, prop and any other equipment.

In the event an attorney is engaged to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover all expenses, costs and attorney fees reasonably incurred before, at and after trial and on appeal.

READ BOTH SIDES OF THIS AGREEMENT BEFORE SIGNING THIS DOCUMENT.

In consideration of the agreement herein, LESSOR does lease to the undersigned (hereafter referred to as the LESSEE) the craft and equipment described herein. LESSEE agrees said craft will not be occupied by a greater number of persons than is shown in this rental agreement. In the event the craft is not returned at time specified herein, said LESSEE agrees to pay \$150.00 per hour late fee.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH PARAGRAPH SIX (6) ON THE REVERSE SIDE.

This is to certify that I (We), the LESSEE(S) am/are capable in all aspects of the handling and operation of a craft such as the one rented below. I (WE) HAVE READ BOTH FRONT AND BACK OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES; THAT I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Name: _____ Phone: _____

Address: _____ Driver's License: _____

City: _____ State: _____ Zip: _____ Email: _____

CHARGES:

Deposit Due at pick-up.	\$ _____	Total Rent:	\$ _____
Other _____	\$ _____	Room Tax County:	\$ _____
Pet Cleaning Fee _____	\$ _____	Room Tax State:	\$ _____
D.E.Q. Fee _____	\$ _____	C.A.T. Fee \$ _____	\$ _____
Other _____	\$ _____	Total Due:	\$ _____
Other _____	\$ _____	Received on Account:	\$ _____
Other _____	\$ _____	Card#: _____ - _____ - _____	exp date: _____ Code: _____
		Amount Due:	\$ _____
		Final Payment:	\$ _____
		Date Due:	_____
		Date Paid:	_____

All returned checks are subject to a \$75.00 charge

I have been instructed about the propeller, and have read and agree to the conditions of the above rental agreement. I am over 21 years of age.

SIGNATURE: _____

COMMENTS:

THE LEASE ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

I further agree (continued from the other side of this agreement):

1. The LESSEE acknowledges he/she has carefully examined the craft and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both craft and equipment in a safe, dependable condition while in his/her custody.
2. Cash bond deposit (as provided in the statement of charges) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges or any outstanding charges including gas and propane upon return of the craft by LESSEE.
3. LESSEE agrees not to use, nor permit the use:
 - a. of the rental craft for any unlawful purpose;
 - b. of the rental craft in a careless or negligent manner;
 - c. of the rental craft while under the influence of liquor and/or narcotics;
 - d. by any other person not the signatory of this agreement, or not equally qualified.
4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the craft; and for the safety and welfare of other boaters and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage caused by fire, water, theft or any other cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the county of LESSOR.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become involved by its continued use.
7. LESSOR'S ability to provide a rental craft, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.
8. LESSOR reserves the right to cancel this Rental Agreement due to inclement or impending bad weather or unacceptable behavior. Rental fees will be prorated based on the time used.
9. The rules and regulations contained herein and as posted in the office, on the craft specified by staff, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
10. Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
11. **THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.**
12. **LBCH Staff reserves the right to change/add to boat # and/or any portion of this contract at any time if safety or serviceability is of concern.**