

## HOUSEBOAT RENTAL TERMS & CONDITIONS

Forever Resorts will accept a reservation in your name for the dates and times and rental equipment at the location shown here and on your online and mailed confirmation. It is your responsibility to verify that this information is correct on your reservation.

A reservation is confirmed only after receipt of the deposit and or payment amounts (depending on arrival date) shown. Failure to pay deposits/payments due by the stated due date(s) will result in the loss your reservation.

Upon receipt of all deposits, you will receive a written confirmation and receipt by mail. Forever Resorts reserves the right to substitute rental equipment when necessary.

Rental fees, payments and tax amounts are due on or before the dates shown on this reservation. Acceptable forms of payment for all rental amounts are: Credit Cards (VISA, MasterCard, Discover, American Express), Cashiers Check or Money Order (payable to Forever Resorts). Personal or Business Checks are not accepted.

For credit card payments, the card must be in the name of the contracting party for the full amount of deposit/payment due.

All deposits/payments are subject to the cancellation policy as follows:

### DEPOSIT/ PAYMENT & CANCELLATION POLICIES

If you must cancel your reservation, notify us at least 45 days prior to your departure date. Your deposit will be refunded less a \$150 cancellation fee. Cancellations received between 44 and 30 days prior to departure date are subject to a cancellation fee equal to your deposit amount.

Cancellations received less than 30 days prior to scheduled departure date are subject to forfeiture of total prepayment.

**Important:** Full payment is due at least 45 days prior to departure date. If full rental payment is not received at least 45 days prior to departure date, your reservation will be considered cancelled and your entire deposit will be forfeited.

Please note that reservations made less than 45 days prior to departure date must be paid in full within 48 hours of making your reservation. If you must reschedule your vacation or change your equipment rental during the same year, there is a \$50.00 change fee when original departure date is more than 45 days in advance.

Rescheduling less than 45 days prior to original departure date may result in loss of deposit and/or payments the same as a cancellation (see above).

Due to the limited quantity of available craft and the advance nature of houseboat reservations, it is important to note that there are no exceptions to the cancellation policy due to personal emergencies. For this reason, we recommend Trip Cancellation Protection for boat rental reservations. See below.

## SECURITY/DAMAGE DEPOSIT

Houseboats: The Security Deposit secures your reservation prior to full payment. A first day's deposit, prior to any applicable discounts or promotions, is required to confirm your reservation and will be applied directly toward the rental rate.

Small Watercraft: The security/damage deposit is in addition to the rental rate and is fully refundable upon the watercraft returning in the same condition as when it went out.

## DAMAGE WAIVER

Forever Resorts carries insurance against general charter risks. As Charterer, your responsibility for any covered loss or damage will be \$10,000 or otherwise equal to the security/damage deposit. If you, as Charterer, accept the optional Damage Waiver at the time of the charter, your responsibility will be reduced to the amount equal to the security/damage deposit for the covered loss.

**Important:** Damage Waiver is not a replacement for insurance.

***Loss of, or damage to, inventory items, boat propellers, outdrives, personal property or property of passengers or other parties, are not covered by Forever Resorts' insurance or the optional Damage Waiver.***

## TRIP CANCELLATION PROTECTION

This option protects your vacation investment in case of an emergency resulting in the cancellation of your rental. When you purchase this protection, your houseboat deposit and rental payment become fully refundable if you cancel your trip due to an emergency, whether it is for medical, professional or personal reasons.

Important: Trip Cancellation may only be purchased 45 days prior to the departure of your trip. It is not available inside of 45 days from departure and cannot be cancelled or transferred once purchased.

If your reservation dates change, and Trip Cancellation Protection has been purchased, this protection cannot be applied to the new reservation within 45 days of your trip.

## CHANGE FEE

Important: If you must reschedule your vacation due to a conflict with your original reservation, you may do so if it is at least 45 days prior to your original departure date, during the same calendar year. You will incur a non-refundable \$50.00 change fee, per change made to your original reservation.

## PRIOR TO BOARDING

Before departing the marina you will be requested to sign a rental agreement which includes an Acknowledgment of Risks, Release of Liability and Agreement to Arbitrate. Declining to execute this agreement will result in the cancellation of your reservation.

Payment of deposits and rental fees signifies acknowledgement and acceptance of the reservation for the dates and times on the front of this page and per the Terms and Conditions, including the Payment/Cancellation Policies which are stated above.

All renters must be at least 21 years of age and have a valid driver's license.

**Important: Rental rates & tax rates, along with Terms and Conditions are subject to change, and National Park Service and/or the applicable state agency's approval.**

### **SMALL WATERCRAFT POLICIES**

If you must cancel your small watercraft reservation (ski boat, fishing boat, PWC, etc.), you must notify us at least 3 days prior to your departure date to avoid a cancellation penalty. Any cancellations received within 3 days of your departure date will result in the loss of your deposit, up to the 1-day rental rate. Your small watercraft reservation will be cancelled if you do not pay the balance due on your reservation by the due date. Cancellations for non-payment will result in the loss of your deposit, up to the 1-day rental rate.

**Note: The full balance of your small watercraft rental is due 21 days prior to your departure date.**